

## Dear Regensburg guest,

Please note the following General Terms and Conditions, which govern the legal relationship between you and us, Regensburg Tourismus GmbH (hereinafter referred to as "RTG"), in addition to the statutory provisions.

# General Terms and Conditions - GTC - of Regensburg Tourismus GmbH

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## 1. Scope,

1.1 The General Terms and Conditions of RTG apply

- a) for making package arrangements as a **tour operator**
- b) for **arranging guided tours**
- c) for **providing accommodation services**
- d) for **selling event tickets, admission tickets (as an agency service)**
- e) for **purchasing items** (e.g. books, souvenirs) offered by RTG in the "online store" and mail order business.
- f) for **providing event-related services** (e.g. rental of technical equipment and facilities)
- g) for **reserving and booking events**.

1.2 These Terms and Conditions apply to individuals, persons acting in a commercial capacity and companies (collectively referred to as **Customers**) who utilize RTG's services in accordance with Section 1.1.

1.3 These GTC, provided they have been effectively agreed in accordance with the statutory provisions, are a mandatory part of every contractual relationship with RTG for the services defined in Section 1.1. Additional or contradictory contractual terms and conditions of our customers do not apply unless RTG expressly accepts them in writing. If agreements are made between the customer and RTG in electronic or written form which differ from these GTC, then such agreements shall always take precedence over the corresponding provision in this GTC.

## 2. Booking, conclusion of contract

2.1 The presentation and description of services and items on RTG's Internet pages do not constitute a legally binding offer to conclude a contract. The presentation and description are solely meant to inform the customer about the range of items and services. Contractual agreements on the provision and procurement of services in accordance with Sections 1.1 a) to 1.1 f) shall be legally effective if they are either booked and confirmed directly on the Internet via an online booking process of RTG (see Section 2.5) or sent in writing by letter or electronically by email or fax and subsequently confirmed in some form in writing or electronically. In case of a reservation via the "Internet Reservation System" (IRS), RTG merely acts as a mediator who forwards the customer's reservation request to the accommodation provider on behalf of the customer. Once confirmed by RTG to the customer, the accommodation contract is concluded directly between the customer and the accommodation provider.

2.2 If RTG sends an offer to the customer that is described as "**subject to confirmation or non-binding**", this does not constitute an offer to conclude a legally binding contract. If the customer places an order on the basis of an offer described as "subject to confirmation or non-binding", then this order shall only constitute a legally binding offer by the customer to conclude the contract, which must still be accepted by RTG by means of a corresponding statement/confirmation. The customer will be informed of this acceptance by sending a corresponding confirmation. If the content of a confirmation sent by RTG differs from the content of the customer's booking, then this shall constitute a new offer by RTG to which RTG shall be bound for a period of 5 days. The contract is concluded on the basis of this new offer if the customer implicitly provides acceptance by express confirmation or by paying the agreed fees. In the case of an electronic booking via the Internet in the online store, information is provided by displaying a booking confirmation at the end of the booking process. The customer has the option of printing out this booking confirmation after completing their booking. The data provided by the customer when making an electronic booking is protected in accordance with statutory regulations.

2.3 Contracts with RTG for organizing events in accordance with Section 1.1 g) must always be in writing and signed by both contracting parties in order to be valid. If RTG sends an unsigned copy of a contract to the customer for this purpose, the contract shall only become effective if the customer signs the contract, returns it to RTG within the period specified in the contract and then receives a

countersigned copy of the contract back. Verbal, electronic or written reservations for a specific event date only keep the option open to conclude a contract subsequently. They end, at the latest, once the (return) period specified in the reservation or in the contract lapses. Event reservations cannot be transferred to third parties. If an event is held several times or rooms and areas are provided several times on certain dates, this shall not establish any rights for the future, unless an individual arrangement has been made in the contract.

2.4 RTG arranges guided tours, accommodation services and event tickets in accordance with Sections 1.1 b), 1.1 c) and 1.1 d). The arrangement is made in the name and on behalf of third parties/persons (hereinafter referred to as service providers). The contract for the booked service is concluded exclusively between the customer and the respective service provider. RTG and the customer are only bound by the agency agreement. This implies that, in case the service is not provided or the quality of service provided is poor, then all customer claims have to be addressed to the service provider.

2.5 In case of bookings/orders made directly via an online booking process (contract in electronic business transactions) of RTG, the following shall apply to the conclusion of the contract:

- a) The customer is systematically guided through the online booking process. Customers have the option of correcting their entries, deleting or resetting the entire online booking form, and an explanation is provided as to how to use it. The contract languages available for online booking are indicated.
- b) If the contract is stored in the online booking system, the customer will be informed of this storage and the option of retrieving the contract subsequently. c) By clicking on the "Book with payment" button, the customer agrees to the conclusion of the contract.
- d) The customer will receive immediate confirmation of receipt of his booking electronically via the online booking process (see also section 2.5 f) or by email or fax.
- e) Sending the contract offer by clicking on the "Book with payment" button does not entitle the customer to claim that the contract has been concluded in accordance with his booking data. Rather, the service provider is free to decide whether or not to accept the customer's contract offer. The contract is only concluded once the booking confirmation is received by the customer.
- f) If the booking is confirmed immediately after the customer has made the booking by clicking on the "Book with payment" button by displaying it on the screen (booking in real time), the contract is concluded once this booking confirmation is displayed on the screen and received by the customer, without the need for any interim notification that his/her booking has been received. In this case, the customer is provided the option of saving and printing the booking confirmation. The binding nature of the contract does not depend on the customer using these saving or printing options. The service provider shall also send the customer a copy of the booking confirmation by email, email attachment, post or fax.

2.6 In case of a contractual relationship involving the purchase of items (books, souvenirs, etc.) in accordance with section 1.1 e), the customer shall have a **fourteen-day cancellation right** from the time the items are delivered to the customer, provided that the customer is a consumer acting as an individual. He will be informed in detail about his right of cancellation by means of a note enclosed along with the item delivery. For all other contractual relationships described in section 1.1, there is no cancellation right in accordance with § 312g paragraph 2 number 9 BGB.

## 3. Reservations

3.1 Reservation of an event space, an event room or an event hall (see Section 1.1 g) shall be governed exclusively by the provision defined in Section 2.3.

3.2 The following applies to all other reservations - with the exception of reserving services in accordance with section 1.1 g:

- a) Verbal, written or electronic reservation requests from the customer constitute a legally binding offer to conclude a contract in accordance with sections 2.1 and 2.4, unless the customer has expressly described his/her request as "non-binding" or "subject to confirmation" or - if the customer is an individual - at least in spirit.
- b) If RTG or the service provider submits an offer to the customer in response to a non-binding reservation request that is not described as "non-binding" or "subject to confirmation", then this offer constitutes a legally binding offer to conclude a contract, which the customer may accept or reject. If the customer does not respond to such an offer, there is neither a non-binding reservation nor a contract with RTG or the service provider.
- c) Non-binding reservation confirmations which entitle the customer to cancel free of charge are only possible with a declaration by RTG or the respective service provider that is expressly designated as "non-binding".
- d) Reservations can be agreed by RTG or the service provider as an expiry option. In this case, the booking will lapse without further notice if the customer does not make a binding booking within the agreed period.

#### 4. Payment, cancellation and rebooking of tour services

4.1 . For tour services in accordance with Section 1.1 a), an advance payment must be paid at RTG's request, which will be offset against the tour price. It amounts to 15% of the tour price. The balance has to be paid 4 weeks before the start of the tour, unless another payment date has been agreed in individual cases. For bookings made less than 4 weeks before the start of the tour, the entire tour price has to be paid immediately.

4.2 RTG shall send or hand over to the customer, before the first payment is made, a secured payment certificate for the tour price in accordance with § 651k BGB before making the first payment, if Section 4.3 does not apply.

4.3 Issuing and giving a secured payment certificate is not required if:

- a) the tour does not last longer than 24 hours, does not include an overnight stay and the tour price does not exceed € 75 per person or
- b) the agreed tour services do not include transportation to or from the travel destination and it has been agreed that the entire tour price has to be paid to RTG or the accommodation provider at the end of the tour/stay.

4.4 If the advance payment amount agreed on the tour price or the entire tour price has not been paid in full even after giving notice of default or at the start of the tour, then RTG is entitled to cancel the tour contract and to charge compensation amounting to the corresponding cancellation fees, provided that there is no problem with the tour at this point in time that would entitle the customer to withdraw and RTG has fulfilled its obligations in accordance with Section 4.2.

4.5 . The customer can cancel the tour at any time before it starts. Cancellation must be stated in writing or sent electronically by email. The cut-off date is the date on which RTG receives the cancellation notice (cancellation).

4.6 . In case of cancellation by the customer, RTG shall be entitled to compensation for making the tour arrangements and for the expenses incurred by RTG as follows, taking into account the expenses usually saved and the usually possible alternative use of tour services:

- c) up to the 31st day before the tour starts 10% of the tour price
- d) from the 30th to the 21st day before the tour starts 20% of

the tour price

- e) from the 20th to the 12th day before the tour starts 40% of the tour price
- f) from the 11th to the 03rd day before the tour starts 60%
- g) from the 3rd day before the tour starts and in case of no-show 90 % of the tour price

4.7 The customer reserves the right to prove to RTG that RTG and the service provider have incurred no or significantly less costs than the flat rates specified above. In this case, the customer is only obliged to pay for the costs actually incurred.

4.8 . RTG reserves the right to ask for higher, specific compensation instead of the above lump sums if RTG proves that it has incurred significantly higher expenses than the applicable lump sum. If RTG makes such a claim, RTG shall be obliged to quantify and substantiate the compensation claimed, taking into account any expenses saved and any other use of the tour services.

4.9 Regardless of the provisions of Sections 4.5 to 4.8, the customer's statutory right according to § 651b BGB to provide a substitute party shall remain unaffected.

4.10 It is strongly recommended to have travel cancellation insurance and insurance to cover repatriation costs in case of accident or illness.

4.11 If the customer does not use the agreed service in whole or in part without canceling, the agreed payment claim shall continue to apply and any refund of payments already made shall be ruled out.

#### 5. Payment and cancellation of guided tours

5.1 For guided tours according to Section 1.1 b), the agreed fees must be paid in advance when requested by RTG or the respective service provider (tour guide). The agreed fees are based on the specified group size and apply to the agreed tour time. If the tour time is exceeded at the request of the participants or the specified group size or if a group has to be split due to the high number of participants, an additional fee appropriate to the service has to be paid.

5.2 Entrance fees to places of interest and museums, food costs and tourist taxes as well as transportation costs by public and private means of transport, brochures and maps are only included in the agreed price if they are expressly mentioned in the service description for the guided tour or have been additionally agreed.

5.3 Unless otherwise agreed, especially with regard to an advance payment, the agreed fee must be paid in cash at the start of the tour. Payment using vouchers is only possible if they have been issued by RTG and are valid for the respective tour. Vouchers issued by third parties are only valid if expressly agreed with RTG.

5.4 If full payment is not received prior to the start of the tour, there is no entitlement to the agreed services. This applies if the service provider (tour guide) is willing and able to provide the agreed services and the customer has no statutory or contractual right of retention.

5.5 The customer may cancel at any time up to the agreed tour date. Cancellation must be stated in writing or electronically by email to RTG or the service provider (tour guide).

5.6 In case of cancellation by the customer, the service provider (tour guide) is entitled to compensation for loss of earnings/financial loss as follows:

- a) up to one day before the tour € 45 per registered group
- b) 100% of the price agreed for the tour on the day of the tour.

5.7 The customer reserves the right to prove to the service provider that he has not suffered any loss or that the loss suffered is significantly less than the flat rates specified above. In this case, the customer is only obliged to pay for the costs actually incurred.

5.8 If the customer does not use the agreed service in whole or in part without canceling, the agreed payment claim shall continue to apply and any refund of payments already made shall be ruled out.

## **6. Payment and cancellation of accommodation services**

6.1 The due date of payments for accommodation services is based on the terms and conditions mentioned in the booking confirmation. In the absence of a special agreement, the total cost of accommodation, including charges for ancillary costs and additional services, must be paid on arrival or, at the discretion of the service provider (hotel, guest house, etc.), on departure. The customer may only request payment by debit or credit card if the payment method and card are specified in the booking confirmation or are accepted by the local service provider. Payments in foreign currencies, by crossed check or bank transfers at the end of the stay are not possible.

6.2 In case of electronic bookings via the "Internet Reservation System", the credit card provided at the time of booking will only be charged by the service provider (hotel, guesthouse, etc.) in the event of no-show without timely cancellation. A standard accommodation booking is usually held until 6 p.m. local time. Accommodation is no longer guaranteed after 6 p.m. local time if the service provider (accommodation provider) expressly mentions this in the offer. If you are arriving only after 6 p.m. local time, the customer must inform the accommodation company directly of the expected arrival time when making the reservation.

6.3 If the customer does not use the agreed service in whole or in part without canceling, the agreed payment claim shall continue to apply and any refund of advance payments already made shall be ruled out.

6.4 When booking special offers (e.g. group conditions, special conditions, early booking or last-minute conditions), a credit card on file may be charged by the service provider immediately after booking or advance payment in another form may be required. Corresponding information is mentioned in the booking confirmation.

## **7. Payment and cancellation of event tickets, admission tickets**

7.1 An advance booking fee is charged for the sale of event tickets, admission tickets, which varies depending on the advance booking system (CTS Eventim, OK Ticket, theater tickets, hard tickets) and is printed on the tickets or can be requested.

7.2 Once the customer pays the amount shown on the booking confirmation to the recipient specified on the booking confirmation, the customer will receive the booked tickets after receipt of payment. Saving the tickets instead of shipping them can be agreed with RTG in individual cases.

7.3 RTG is entitled to charge the customer a shipping fee of EUR 5 per order in addition to the service and system fee for shipping event tickets as ordered. Once the tickets have been dispatched, RTG shall have fulfilled its obligation to deliver what is owed to the customer. Shipping shall be made at the customer's expense and risk; RTG reserves the right to choose the shipping company.

7.4 Cancellation of admission tickets is generally not accepted by the respective event organizers whose tickets are sold by RTG. It is therefore also excluded in case they are ordered electronically via RTG. The provision of § 312 b (3) No. 6 BGB stipulates that the right of cancellation and return in distance selling does not apply to contracts for the provision of services in the field of leisure activities, which includes tickets for events (e.g. concerts).

## **8. Payment for items and returns in case of cancellation under the Distance Selling Act**

8.1 Items having an order value up to € 40.00 are shipped on account plus a flat shipping fee within Germany of 5.00 €. If the order value exceeds € 40.00, the items will only be sent after RTG receives the payment.

8.2 A right of cancellation of two weeks applies to all item orders placed with RTG by a customer. The right of cancellation can be exercised without giving reasons in writing (e.g. letter, fax, e-mail) or by returning the items within two weeks of receiving them.

8.3 A detailed information on the scope of the right of cancellation under the Long-distance transaction Act is available to anyone who purchases items from RTG, in the form of a pdf document in RTG's online store which can be viewed, downloaded and printed.

## **9. Payment and cancellation of events and event-related services**

9.1 Fees and payment deadlines for organizing events and event-related services are based on the provisions defined in the contract or in the annexes to the contract. Unless otherwise contractually agreed, all payments for using event spaces, rooms and halls have to be paid 28 days before the event is held. If payment is not received in full prior to the start of the event, there is no entitlement to the agreed services and use of the event facilities, rooms and halls.

9.2 Services for events that are booked with RTG after the conclusion of the contract within the framework of event planning, as well as ancillary costs related to use and additional services related to expenses, shall be invoiced to the customer after the event.

9.3 In order to cover its claims arising from the contractual relationship, RTG shall be entitled to demand security to be provided prior to the event in the amount of the estimated fees to be paid.

9.4 If the customer cancels a booked event for a reason for which RTG is not responsible or withdraws from the contract, the customer shall nevertheless be obliged to pay the agreed fees less any expenses saved as a result of the cancellation. RTG is entitled to demand a lump sum compensation for expenses already incurred, loss of rental income, provision of personnel, equipment and facilities and loss of profit instead of an actual calculation of the specific damage. This lump sum amounts to

- 15 % up to twelve months before the event starts
- 25 % up to six months before the event starts
- 50 % up to three months before the event starts
- 75 % up to six weeks before the event starts
- 85 % for less than six weeks before the event starts

and has to be paid immediately. Cancellation must be stated in writing and must be received by RTG within the specified deadlines. If there is no cancellation, then the contractually agreed fees have to be paid.

9.5 The customer reserves the right to prove to RTG that RTG has not incurred any or significantly less losses than the flat rates specified above. In this case, the customer is only obliged to pay for the costs actually incurred.

9.6 RTG reserves the right to ask for higher, specific compensation instead of the lump sums in accordance with section 9.4. If RTG asserts such a claim, RTG shall be obliged to quantify and substantiate the compensation claimed, taking into account any expenses saved and any other use of its event spaces.

9.7 . If RTG succeeds in making the event space available to a third party for a fee on the canceled date, the claim for damages shall continue to exist even if the event space/room or the hall could have been made available to the third party on another, as yet unbooked date and RTG can prove this.

## **10. Obligations of the customer**

10.1 In the event of a service problem, the customer is obliged to do everything within the scope of the law to contribute to the solution of the problem and to minimize any damage.

10.2 The customer must inform RTG without delay if documents required for the provision of the service, e.g. vouchers or tickets, do

not reach the customer within the time specified by RTG or the service provider.

10.3 The customer is obliged to notify RTG immediately of any issues in services and items and, in case of contractual relationships in accordance with sections 1.1 b) to 1.1d), to notify the respective service provider or RTG and ask for rectification. If the customer fails to report an issue immediately, the customer's claims will not expire unless the customer was not at fault and could not report the issue.

10.4 If a **package tour** (service in accordance with Section 1.1 a) is significantly affected as a result of an issue or if the customer cannot reasonably be expected to continue with the tour as a result of such an issue for an important reason that is also clear to RTG, the customer may terminate the tour contract in accordance with the statutory provisions (§ 651e BGB). Termination is only permissible if neither RTG nor the service provider responsible for the issue is able to rectify the situation within a reasonable period of time. The customer does not have to set a deadline if the situation cannot be remedied or if RTG or the service provider responsible for the issue refuses to remedy the situation or if immediate termination of the contract is justified by a special interest of the customer. Claims based on non-contractual provision of the tour services shall lapse within one month of the contractually agreed return date, provided that the customer is not at fault for not asserting the claim in time. Claims cannot be filed with the service providers on time, but only with RTG. It is advisable to file the claim in writing.

## 11. Cancellation and liability of RTG

11.1 If a minimum number of participants is indicated in a service description, RTG and the respective service provider may cancel the contract if the specified minimum number of participants is not reached up to 4 weeks before the agreed date of service provision. If a shorter cancellation period is specified in the basic service description, this shall take precedence over the 4-week period. In such a case, RTG or the respective service provider shall inform the customer immediately if such a situation has arisen where the service cannot be performed and send the notice of cancellation to the customer without delay.

11.2 In the event of cancellation by RTG or the service provider, the customer shall receive an immediate and full refund of any payments already made, unless the customer requests and obtains a replacement elsewhere.

11.3 RTG is merely an intermediary for third-party services in accordance with Sections 1.1 b) to 1.1 d) and is not responsible for the proper performance of the third-party services arranged, but only for the proper arrangement of the aforementioned third-party services. RTG shall not be liable for non-performance or poor service by the respective service provider.

11.4 RTG shall also be liable for compensation for property damage and financial loss suffered by a customer due to a grossly negligent or intentional breach of duty by RTG or if RTG has expressly assumed a guarantee for the services provided by a service provider (tour guide, accommodation company, etc.). Any further liability of RTG for compensation is ruled out with the exception of liability for personal injury and in case of a breach of material contractual obligations (cardinal obligations). Cardinal obligations are those obligations the fulfillment of which is essential for the proper performance of the contract and on the observance of which the other party relies and may rely, i.e. the essential contractual obligations.

11.5 Insofar as RTG is responsible for personal injury or the breach of cardinal obligations, RTG shall be liable in accordance with the statutory provisions even in case of a breach of obligation based on simple negligence and irrespective of any fault in accordance with the Product Liability Act for damage caused by a product purchased from RTG. In the event of a breach of cardinal obligations, RTG's liability for damages in cases of simple negligence shall be limited to the foreseeable, direct average damage typical of the contract and in

accordance with the type of contractual agreement.

11.6 The limitations of liability according to Sections 11.5 and 11.6 shall also apply in favor of RTG's legal representatives and agents.

## 12. Data protection, audio and video recordings

12.1 RTG shall make the property specified in the contract available to the organizer for the purpose of organizing events and shall provide event-related services through its own employees and subcontracted service providers. In order to fulfill the contractually agreed business purpose, the personal data provided by the organizer to RTG will also be processed in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

12.2 Service providers for event-related services receive the organizer's personal data and the organizer's authorized contact persons from RTG for the provision of the services, if this is necessary for the performance of the contract or if it is in the organizer's legitimate interest pursuant to Art. 6 para. 1 (f) GDPR. In addition, RTG uses the organizer's data for mutual information and communication before, during and after an event as well as for its own event-related offers.

12.3 The personal data of the organizer, the event manager and their contact persons with decision-making authority may also be communicated to the relevant authorities, in particular the police, the fire brigade, the public order office and the medical and rescue services, in order to coordinate the relevant security plan for the event.

12.4 RTG reserves the right to use the data of event organizers (see § 1.2) and the contact persons with decision-making authority named by them for its own marketing and advertising purposes in addition to the purposes stated in sections 1 to 3. The concerned party has the right to object at any time to the use of personal data for the purposes of marketing and advertising. In this case, the personal data will no longer be used for these purposes. The objection can be made informally and should preferably be sent by email to [rtg\\_finanzen@regensburg.de](mailto:rtg_finanzen@regensburg.de) or by calling +49 941 5075414.

12.5 If, in the course of software maintenance at RTG, access to the organizer's personal data by contracted software companies cannot be ruled out with certainty, these companies shall be comprehensively obliged to comply with the existing data protection requirements and to maintain data secrecy in accordance with § 5 BDSG.

12.6 RTG processes and stores all personal data received from the event organizer for as long as necessary to fulfill its contractual and legal obligations. When the data is no longer needed to fulfill contractual or legal obligations, it will be deleted on a regular basis, unless it is necessary to temporarily process it for the following purposes:

- Fulfillment of retention periods under commercial and tax law. The retention and documentation periods specified there are two to ten years.
- Retention of supporting documents in accordance with the statute of limitations. According to §§ 195 ff. of the German Civil Code (BGB), these limitation periods can be up to 30 years, whereby the normal limitation period is three years.

12.7 If a concerned party no longer agrees to the storage of his/her personal data or if such data has become incorrect, RTG will, upon request, arrange for the deletion or blocking of the data or make the necessary corrections. Upon request, the concerned party will be provided, free of charge, with information about all personal data that RTG has stored about him or her.

## 13. Place of jurisdiction

13.1 The contractual relationship between RTG and its customers shall be governed exclusively by German law. This also applies to the entire legal relationship. If the liability of RTG in the event of legal

action against RTG abroad is not governed by German law, German law shall apply exclusively with regard to the legal consequences, in particular with regard to the type, scope and amount of the customer's claims. The UN Convention on Contracts for the International Sale of Goods does not apply.

13.2 RTG can only be sued at its registered office. For legal actions taken by RTG against individuals, the place of residence is decisive. For legal actions against merchants, legal entities under public or private law whose domicile or usual place of residence is abroad or whose domicile or usual place of residence is unknown at the time of filing the action, the place of jurisdiction shall be the registered office of RTG. The foregoing provisions shall not apply if and to the extent that contractually binding provisions of international agreements applicable to the respective contractual relationship between the customer and RTG provide otherwise in favor of the customer or if and to the extent that contractually binding provisions applicable to the contractual relationship in the EU member state to which the customer belongs are more favorable to the customer than the provisions stated herein or the corresponding German provisions.

#### **14. Right of set-off, right of retention, assignment and pledging**

14.1 The customer shall only be entitled to rights of set-off and retention vis-à-vis RTG if its counterclaims have been legally established, are undisputed or have been acknowledged by RTG.

14.2 The assignment or pledging of claims or rights to which the customer is entitled against RTG is excluded unless RTG agrees in writing. RTG shall only be obliged to give consent if the customer is an individual and can demonstrate a legitimate interest in the assignment or pledge.

#### **15. Additional special contractual provisions, final provisions**

15.1 In addition to these General Terms and Conditions, the "Special Terms and Conditions for Events" shall apply if the reservation and booking of events in the event halls and rooms (hereinafter referred to as venues) of RTG (see Section 1.1 f) and/or for providing event-related services (see Section 1.1 g) within a venue are part of the contractual agreement with the customer.

15.2 The "Information on the Right of Cancellation in accordance with the Distance Selling Act", which can be viewed and downloaded from the Internet platform and is also sent to the customer together with the goods, shall also apply to the purchase of goods via the RTG Internet shop or by mail order.

15.3 In addition to these General Terms and Conditions, the information and conditions of RTG contained in the respective service description pursuant to sections 1.1 a) to 1.1 g) and, if RTG acts merely as an agent or messenger, the respective information and conditions of the respective service provider shall apply.

15.4 At the customer's request, the "Special Terms and Conditions for Events" made available on the RTG website for viewing and downloading as a PDF file shall also be sent to the customer by mail or electronically as a file or by fax.

#### **16. Severability clause**

Should any provision of these GTCs be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the statutory provisions of the German Civil Code (BGB).

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These GTCs are protected by copyright. Attorney V. Löhner, Bonn  
October 2015