

**General Terms and Conditions of Use and Agency for the Berlin WelcomeCard all inclusive (BWC ai) of Berlin Tourismus & Kongress GmbH (*visitBerlin*)**

Dear customers,

Berlin Tourismus & Kongress GmbH - hereinafter referred to as *visitBerlin* - arranges tourist services on behalf of and for the account of other service providers. The *Berlin WelcomeCard all inclusive* (hereinafter referred to as BWCai) entitles you to free admission or admission at reduced rates at participating service providers as well as special offers from additional discount partners (e.g. shops, restaurants and venues). You are also entitled to use local public transport in the Berlin area in the ABC travel zone (including Potsdam and Berlin Brandenburg Airport (BER)) – making your stay in Berlin a thoroughly enjoyable experience. Should you have any questions or suggestions about the product or any complaints or objections, please contact the issuer at the e-mail address [reservierung@visitberlin.de](mailto:reservierung@visitberlin.de).

**Please read these General Terms and Conditions of Use and Agency carefully before concluding the contract.**

**1. The product**

1.1 The *Berlin WelcomeCard all inclusive* is a tourist combination product consisting of an optional **public transport ticket** in the ABC travel zone and a **BWCai guide** (overview of free admissions at participating service providers and discounted offers at additional discount partners). It can be purchased with a validity period of **48 hours to 6 days**. The *Berlin WelcomeCard all inclusive* is available for adults and children.

1.2 The *Berlin WelcomeCard all inclusive* can be purchased at a fixed total price, online as a print ticket for self-printing, specifying the validity period, date and, if applicable, the time, or directly at Berlin Tourist Infos. The ticket must always be presented to the respective partner before the service is used.

For the Online Ticket purchase option, the following information must be provided when ordering the Berlin WelcomeCard all inclusive in addition to the selection of validity and fare area ABC: Date and time of the first use of the service as well as the name of the customer/authorized user. **If the customer does not make a selection in this regard, the current date is systematically generated on the ticket.** All details are binding and cannot be changed after purchase.

1.3 The BWCai with public transport ticket must **not** be validated separately before it is used for the first time. The validity of the *Berlin WelcomeCard all inclusive* and the public transport ticket terminates automatically at the end of the selected validity period.

1.4 The ticket is not transferable. The customer's personal data will only be used to fulfil the purpose of the contract and within the framework of the relevant data protection regulations, in particular in compliance with the technical and organisational security measures to be taken.

1.5 The BWCai guide can either be downloaded [online](#) or handed out to the user at one of the Berlin Tourist Infos. Please refer to the information in the documents provided to you for the locations of the Berlin Tourist Infos as well as their opening hours. These are subject to change at any

time. The currently applicable information on all Berlin Tourist Infos and their respective opening hours can be obtained at: <https://www.visitberlin.de/de/berlin-tourist-infos>.

**2. Definition of the participants in the Berlin WelcomeCard all inclusive, provisions relating to the service providers**

2.1 Berlin Tourismus & Kongress GmbH ("*visitBerlin*"), Am Karlsbad 11, 10785 Berlin, Tel. +49 (0) 30 - 25 00 23 33, is the issuer of the BWCai.

2.2 Service providers within the meaning of these terms of use are those institutions, companies, self-employed persons, tradespeople and facilities that are specified as service providers in the respectively applicable list of services of the relevant *Berlin WelcomeCard all inclusive*. In respect of the use of public transport, the terms of use of the respective providers apply.

2.3 Discount partners are attractions, museums, city tours, shops, restaurants, venues and others. For the complete list, see [www.berlin-welcome-card.de](http://www.berlin-welcome-card.de).

**3. Legal basis and information**

3.1 These General Terms and Conditions of Use and Agency govern the terms for the purchase of the *Berlin WelcomeCard all inclusive* as well as for the use of the *Berlin WelcomeCard all inclusive* itself and the referral to the service providers.

3.2 The use of the *Berlin WelcomeCard all inclusive* does not create a contractual obligation between the customer and the issuer in respect of the services themselves. The respective service provider, not the issuer, shall be solely responsible for providing the respective service to the ticket holder.

3.3 The service relationship between the customer and the service provider shall be governed exclusively by the terms and conditions and/or the general terms of delivery or conditions of carriage of the respective service provider as well as the statutory provisions applicable to the respective service relationship.

**4. Cost of the ticket, ratio of tourist services to other services**

4.1 The prices of the *Berlin WelcomeCard all inclusive* are determined by the information documents included in the *Berlin WelcomeCard all inclusive*. The prices are final prices and include the statutory VAT applicable in Germany.

4.2 The purchase price may include transport costs, including statutory VAT, in accordance with the information on the public transport ticket. The collection of the travel cost component is performed by *visitBerlin* on behalf of and for the account of the transport companies. The user's right to make use of the transport arises directly in relation to the transport companies in accordance with the conditions of carriage in the fare zone of the Berlin-Brandenburg transport association (the "VBB"). The issuer shall be entitled to collect payment of the price of the procured service as the authorised collection agent of the relevant service providers.

4.3 The services according to the current list of services are not primarily tourist services in regard to the other contractual services. The issuer acts exclusively as an agent. Accordingly, even when it arranges for several, specifically coordinated services, it does **not** act as a package tour operator in terms of Section 651(a) to (m) of the BGB (German Civil Code).

## 5. Conclusion of the contract, payment, issuing the Berlin WelcomeCard all inclusive

5.1 The *Berlin WelcomeCard all inclusive* is a voluntary commercial offer made by *visitBerlin* and the participating service providers. There is no general legal right to receive the *Berlin WelcomeCard all inclusive*.

5.2 The presentation of the *Berlin WelcomeCard all inclusive* in all distance selling channels 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. The contract is concluded exclusively in German. 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 occurs immediately after sending the order and does not yet constitute acceptance of the contract. Once the booking has been confirmed, the purchased online tickets for printing will be sent to the e-mail address specified by you.

5.3 The contract is concluded when the *Berlin WelcomeCard all inclusive* is dispatched to the indicated e-mail address or at the beginning of the validity period for the *Berlin WelcomeCard all inclusive*. It shall terminate at the end of contractual period as indicated on the *Berlin WelcomeCard all inclusive*, without any notice of termination being required.

5.4 The order data will be stored and can be retrieved by providing the booking number at the above-mentioned e-mail address. 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 shall be in writing by e-mail.

5.5 The customer shall ensure that the e-mail address they have provided to confirm or process the order is correct, so that e-mails sent by *visitBerlin* 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.

5.6 The purchase price is due and payable in advance when placing the order and can be paid by **credit card** or **PayPal**. If you pay by credit card, your account will be debited immediately on completion of the ordering process. We accept Visa, Mastercard/Eurocard and American Express credit cards. Payment by credit card is free of charge. If you wish to pay via PayPal, you will be making use of an online payment service with which payment can be effected in online shops safely, easily and quickly – free of charge. However, the use of this service requires you to login or register with PayPal. If you have decided to use PayPal and have entered your bank account or credit card details there, you can select “Payment via PayPal” during the payment process and simply pay after logging into your personal PayPal account by entering your e-mail address and password. Further information on the PayPal payment system can be obtained at <http://www.paypal.de/de>.

5.7 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).

## 6. Authorised users

6.1 Purchasers of a *Berlin WelcomeCard all inclusive* are entitled to use it.

6.2 Unless the respective applicable list of services provides otherwise, in particular for accompanying children, only the customer is entitled to use the ticket. The *Berlin WelcomeCard all inclusive* is not transferable.

## 7. Nature and scope of the services of the Berlin WelcomeCard all inclusive, limitation of services, exclusion of the ticket holder from use of services

7.1 By providing the *Berlin WelcomeCard all inclusive*, the issuer enables the ticket holder to use the services specified in the currently applicable list of services of the *Berlin WelcomeCard all inclusive*.

7.2 The nature and scope of the services provided to the ticket holder are set out exclusively in the list of services applicable at the time that the *Berlin WelcomeCard all inclusive* is issued, which is generally advertised or made known to the ticket holder together with the *Berlin WelcomeCard all inclusive*.

7.3 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).

7.4 Insofar as the services of the *Berlin WelcomeCard all inclusive* are also described outside the applicable list of services of the *Berlin WelcomeCard all inclusive* or in other advertising materials (accommodation directories, brochures, catalogues, Internet sites), the ticket holder’s entitlement to use the services shall be governed solely by the description of the services in the respectively applicable list of services. This shall apply in particular if the description in the list of services of the *Berlin WelcomeCard all inclusive* deviates from such other descriptions of services.

7.5 Service providers shall be entitled to exclude customers from the use of a service in whole or in part, temporarily or permanently, if a customer does not meet certain personal requirements (e.g. health-related requirements or requirements regarding clothing or equipment) or if the specific use is likely to endanger the customer, third parties or the facilities of the service provider. The same shall apply if the customer, when making use of the service, contravenes any legal requirements, safety regulations, instructions for use or the instructions of supervisors, or in any other way behaves contrary to the terms of the contract to such an extent that the exclusion of the customer is objectively justified.

7.6 The customer shall not be entitled to any claims whatsoever in the event of a limitation of the services or a justified exclusion..

## 8. Use of the Berlin WelcomeCard all inclusive, obligations and liability of the ticket holder

8.1. The *Berlin WelcomeCard all inclusive* **with and without** public transport ticket is valid from the first day of validity and does not need to be validated separately.

8.2 In order to make use of a service, the customer shall produce the ticket before each use of the service and provide it to the service provider for electronic or visual inspection. The user receives the inclusive service and discounts once per service provider in the period of validity of the purchased variant.

8.3 If requested by the service provider, the customer shall produce a valid photo ID. In respect of age-related services or benefits for customers or the customer’s eligible dependants, the service provider shall be entitled

to request proof of age.

8.4 The customer shall be liable to the issuer and the service providers for any damage resulting from the personally culpable or contributory misuse of the ticket by the customer or third parties.

8.5 In the event of misuse, the service providers or the issuer shall be entitled to retain the *Berlin WelcomeCard all inclusive* without compensation.

8.6 The *Berlin WelcomeCard all inclusive* 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 provided by the ticket.

8.7 The customer is not entitled to reproduce, duplicate or alter the *Berlin WelcomeCard all inclusive*. The customer must keep the *Berlin WelcomeCard all inclusive* safe after receipt/printing so that third parties do not have access to it. If the *Berlin WelcomeCard all inclusive* is reproduced by a third party or if the *Berlin WelcomeCard all inclusive* is lost or damaged before the services are used, the loss shall be borne by the customer. If the *Berlin WelcomeCard all inclusive* is lost or duplicated by a third party, the purchase price will not be refunded.

## 9. Exclusion of the right of withdrawal

9.1 Consumers within the meaning of Section 13 of the BGB have a right to withdraw from contracts concluded outside business premises and in respect of distance selling contracts in accordance with the following provision: The consumer has the right to withdraw from this contract within 14 days without giving reasons.

9.2 The right to withdraw does not however apply to the purchase of the *Berlin WelcomeCard all inclusive*. The statutory right of withdrawal for consumer contracts is excluded for the purchase of transport tickets or contracts for the carriage of passengers (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, car rental services, deliveries of food and beverages, or services related to leisure activities, if the contract provides for a specific date or period of performance (Section 312g (2) number 9 of the BGB).

**Consequently, the statutory right of withdrawal does not apply to the purchase of the Berlin WelcomeCard all inclusive.**

## 10. Right to make changes to the services provided by the ticket and these conditions of use

The issuer and the service providers shall be entitled to make changes to the services specified in the respective applicable list of services by unilateral declaration or public notice for objective reasons. The same shall apply to changes to the General Terms and Conditions of Use and Agency by the issuer.

## 11. Liability and limitation of liability

11.1 The liability of the issuer shall be limited to deliberate acts and gross negligence, with the exception of claims arising from the loss of life or physical injury to the ticket holder.

11.2 The liability of the service providers shall be limited to their general

terms and conditions, insofar as these have been agreed to and are effective, and the applicable statutory provisions.

## 12. Limitation of claims

Contractual claims of the customer against the service provider or the issuer arising from injury to life, body or health, including contractual claims for damages, which are based on a deliberate or negligent breach of a duty by their legal representatives or vicarious agents, shall lapse after three years. All other contractual claims shall lapse after one year.

## 13. Information on online dispute resolution

The EU Commission has created an internet platform for the online resolution 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/>.

## 14. Choice of law and jurisdiction

German law shall apply exclusively to the contractual relationship between the authorised ticket user and *visitBerlin*. The place of jurisdiction shall be Berlin. In respect of consumers, this choice of law shall apply insofar as this does not negate the protection provided by the mandatory provisions of the law of the state in which the consumer is normally resident. The provisions of the CISG are excluded.

## 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.

As of January 2023