

General Terms and Conditions

of Berlin Tourismus & Kongress GmbH (*visitBerlin*)

Please remember that due to the coronavirus pandemic there may be different statutory regulations with regard to health protection and hygiene measures applicable at your point of departure and at your holiday destination in Berlin and/or Brandenburg. Among other matters, there may be different health protection and hygiene rules on public transport and at tourist attractions (e.g. restaurants, cultural institutions). The use of tourist locations may be prohibited or only allowed in compliance with the applicable health protection and hygiene rules. Before making use of the offers, please make sure you find out about the current rules, in particular opening hours or the time slots to be booked under www.berlin-welcomecard.de, www.citytourcard.com and on the respective partner websites.

Please ensure that you have informed yourself independently beforehand as to which regulations are in force in Berlin and/or Brandenburg that you will need to comply with. Please note that the situation can change daily. In particular, following websites can be helpful for this: the Robert Koch Institute (https://www.rki.de/DE/Content/InfAZ/N/Neuartiges_Coronavirus/Situationsberichte/Gesamt.html), the state of Berlin (<https://www.berlin.de/corona>) and the state of Brandenburg (<https://corona.brandenburg.de/corona/de/#>). The statutory right of withdrawal does not apply to the purchase of tourist tickets subject to these General Terms and Conditions.

Dear visitors,

Berlin Tourismus & Kongress GmbH (hereinafter referred to as *visitBerlin*) offers you the opportunity to order and purchase the **Berlin Welcome-Card** (hereinafter referred to as “**BWC**”), the **Museum Island BWC**, the **Berlin CityTourCard** (hereinafter referred to as “**CTC**”) and the **Berlin WelcomeCard - BASIC** (hereinafter referred to as “**BWC - BASIC**”) tourist tickets online via the TOMAS® reservation system and the *visitBerlin* shop. These tickets can still be purchased at Berlin Tourist Infos (BTIs).

Depending on the type of tourist ticket, there are various ways to purchase different types of tickets. Various purchase options (mail order ticket, online ticket) are available via the online booking lines regarding the purchase of tourist tickets.

In order to make it as easy as possible for you to purchase our products via the various sales channels, below you will find a breakdown of each according to TOMAS® reservation system (<http://www.berlin-welcomecard.de>; <http://www.citytourcard.com>) and *visitBerlin* shop (<http://shop.visitberlin.de>) and by on-site purchase at the BTIs. Provisions that apply to all booking systems can be found at the start.

Please also note the terms of use for each individual product, which we have listed for you at the end of these General Terms and Conditions.

§ 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 BGB (German Civil Code) or a company within the meaning of Section 14 of the BGB (hereinafter referred to as the “customer”) through the aforementioned sales channels. Any other terms and conditions of the customer are hereby expressly rejected. Moreover, any provisions other than those contained herein shall only be effective if expressly acknowledged in writing by *visitBerlin*.

2. Our General Terms and Conditions shall also apply to future contractual relationships unless otherwise agreed.

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. A company 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.

§ 2 Contracting parties / contact persons

The purchase agreement 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.

§ 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 customer must present the ticket for electronic verification or visual inspection without being requested to do so **before** using the service.

2. The service providers are only obliged to provide services in accordance with their General Terms and Conditions or Conditions of Carriage, in particular taking into account advertised service periods, opening times and general service requirements (e.g. weather-related requirements). The respective General Terms and Conditions/Conditions of Carriage can be obtained from the service providers themselves. The venues or providers expressly reserve the right to make changes to the range of services, opening hours, prices and service periods.

3. The discounts on services from numerous tourism service providers (e.g., city tours, boat rides), on visits to museums/theatres and sights, and on participation in numerous attractions, can be found in the product publications and on the product websites.

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

1. The presentation of the products via the **online booking 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. By clicking the “Buy” or “Place order” button, you are placing a binding order for the products contained in the shopping cart. Thereafter, input errors can no longer be corrected. Belated correction by the provider is no longer possible. Confirmation of receipt of the order takes place immediately after sending the order and does not yet constitute acceptance of the contract. We accept the order by sending an order confirmation to the e-mail address specified by the customer.

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 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 is in writing by e-mail. The customer shall ensure that the e-mail address

they have provided to confirm or process the order is correct, so that e-mails can be received at this address.

3. When ordering products via the **visitBerlin shop**, the ordering data of registered customers will be saved and can be viewed at any time at <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.

4. The products purchased via the online booking channels are generally delivered by e-mail. If, on the other hand, the customer wishes to have a mail-order ticket delivered, this will be sent by post to the customer's delivery address against confirmation of receipt.

5. *visitBerlin* retains title to the products purchased until the customer has paid in full (retention of title). The customer shall not be entitled to dispose of the goods subject to the retention of title.

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

7. 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. In particular, substitute recipients may 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 10 of these General Terms and Conditions shall not commence until the customer has received the consignment.

8. 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.

9. 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 payment already made by the customer shall be reimbursed immediately.

10. 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.

11. *visitBerlin* reserves the right to withdraw from the contract if its suppliers fail to make proper delivery for it. *visitBerlin* shall take all reasonable steps to procure the products. If the products are unavailable or only partially available, the customer will be informed of this immediately and any payment already made shall be refunded immediately.

§ 5 Information on the use of mail-order tickets

1. Mail-order tickets 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 mail-order ticket itself entitles the customer to immediate use of the service after validation of the ticket.

3. The mail-order ticket can only be used by the person designated on it (usually the customer). However, when ordering online via the **visitBerlin shop**, it is possible to specify a third party as the user in advance and to authorise this person to use the ticket. The mail-order ticket cannot be issued in cash and can only be redeemed once.

4. The mail-order ticket must be redeemed before use and is only valid for the period specified on the ticket.

5. A refund of the purchase price or the exchange of a mail-order ticket is excluded. If the e-ticket is not used, partially unused (e.g., use for public transport), or lost, *visitBerlin* will not issue a replacement, partial replacement, or refund.

6. The customer is not entitled to reproduce, duplicate or alter the mail-order ticket. After receiving/printing the mail-order ticket, the customer must store it in such a way that third parties cannot access it. If the ticket is reproduced by a third party or if the mail-order ticket is lost before it is redeemed, the customer shall be liable for any loss or damage. A refund of the purchase price in case of loss of the mail-order ticket or duplication by third parties is excluded. Any misuse of the mail-order ticket, its reprinting, etc. is punishable by law and will be prosecuted. *visitBerlin* expressly reserves the right to claim damages in such cases.

§ 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. The online ticket entitles the holder to a discount or entry at tourist service providers and is only valid for the period indicated on it (date, time, expiry). It is not necessary to validate the ticket.

2. The online ticket can only be used by the person designated on it (usually the customer). When using the service, the customer may be asked to prove their identity by means of a valid identity document. The online ticket is non-transferable.

3. A refund of the purchase price or exchange of an online ticket is excluded. If the e-ticket is not used, partially unused (e.g., use for public transport), or lost, *visitBerlin* will not issue a replacement, partial replacement, or refund.

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 the use of 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.

§ 7 Information for purchases at Berlin Tourist Infos (BTIs)

1. Current information about all BTIs and their opening hours can be found at: <https://www.visitberlin.de/de/berlin-tourist-infos>.

2. When purchasing tickets via the BTIs, a refund of the purchase price or exchange is also excluded. If the e-ticket is not used, partially unused (e.g., use for public transport), or lost, *visitBerlin* will not issue a replacement, partial replacement, or refund.

3. At the BTIs, the customer can pay the purchase price in cash, or by debit card or credit card.

§ 8 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 (if necessary), 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.

3. When making orders **online**, the purchase price is owed immediately upon completion of the order and can be paid via **credit card, PayPal, ApplePay** or **GooglePay**. The customer's account will be debited immediately upon completion of the order process.

4. 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.

5. For a payment via ApplePay or GooglePay it is necessary, that the customer has deposited a payment medium in his Apple Wallet or google Wallet.

6. 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).

7. 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.

8. 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 online tickets by e-mail.

§ 9 Data protection

1. *visitBerlin* complies with the data protection laws with regard to customer 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, 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) and is therefore lawful.

3. The customer has 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>.

§ 10 Information on withdrawal

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.

2. The right to withdraw does not however apply to the purchase of the products listed here (namely the BWC, CTC, BWC Museum Island, BWC – BASIC. 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 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

Berlin Service Center
 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.

§ 11 Guarantee 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).

§ 12 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 via the OS platform or in any other procedure before a consumer arbitration body. Nevertheless, *visitBerlin* is obliged to provide the customer with the contact details of the responsible 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

§ 13 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.

§ 14 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 for all disputes arising from the contractual relationship between the customer and *visitBerlin* is the place of performance, provided the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law.

§ 15 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.

§ 16 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

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 (mail-order ticket and online ticket). The BWC can be purchased via the TOMAS® reservation system (<http://www.berlin-welcome-card.de>), the *visitBerlin* shop (<http://shop.visitberlin.de>) and the Berlin Tourist Infos (BTIs) (<https://www.visitberlin.de/de/berlin-tourist-infos>).

§ 1 Product variants and use

1. The BWC includes a BWC ticket (as an online ticket or mail-order ticket) for public transport and a BWC guidebook. A BWC guidebook will be supplied to each BWC user. One guide book per group (max. 4 persons) is sufficient, and 2 guides are provided for groups of 5 persons or more. In the case of online ticket purchases, the customer can download the guidebook as a PDF file and print it out if necessary. However, a printout is not required. Alternatively, the guidebook can be collected by the customer at one of the BTIs.

2. If the **BWC Museum Island** 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. 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 Museum Island is only available in the product variant for 72 hours.

4. **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 can be requested at one of the Berlin Tourist Infos. Alternatively, a download is available at <https://www.berlin-welcomecard.de/de/downloads-0> (QR code with direct link is found on the online ticket).

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 user receives the discounts once per service provider in the period of validity of the purchased variant. Discounts on services offers by the tourist service providers may be subject to specific conditions or requirements. These can be found in the BWC guidebook.

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. Children's discounts, if they are offered and unless otherwise specified, are granted for children under 15 years of age.

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 venues or service providers expressly reserve the right to make changes to the range of services, opening hours, normal prices or service periods as well as other changes to the conditions for the redemption of the discounts granted.

12. The BWC guidebook cannot be purchased separately without a valid BWC ticket. Infringements of this requirement shall be prosecuted.

§ 2 Conclusion of the contract and service obligations

1. In respect of the online ticket purchase option, 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): 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.

2. 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.

§ 3 Guarantee

The information contained in the BWC guidebook is based solely on the information provided by the participating service providers. As the issuer of the guidebook, *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 guidebook or at berlin-welcomecard.de, can result in additional charges for the user.

§ 4 Information on withdrawal

The statutory right of withdrawal does not apply to the purchase of tourist tickets subject to these General Terms and Conditions - see Section 10 of the General Terms and Conditions (p. 3 f.).

As of January 2023

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> and at the Berlin Tourist Infos (BTIs) (<https://www.visitberlin.de/de/berlin-tourist-infos>).

§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. 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. **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 **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. The user receives the discounts once per service provider in the period of validity of the purchased variant. Discounts on services offered by the tourist service providers may be subject to specific conditions or requirements.

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 CTC ticket has expired and any discounts that have not been claimed will not be refunded.

11. The venues or service providers expressly reserve the right to make changes to the range of services, opening hours, normal prices or service periods as well as other changes to the conditions for the redemption of the discounts granted.

§ 2 Conclusion of the contract and service obligations

1. In respect of the 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): 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.

2. 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.

§ 3 Guarantee

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 folding map and at <http://www.citytourcard.com>, can result in additional charges for the user.

§ 4 Information on withdrawal

The statutory right of withdrawal does not apply to the purchase of tourist tickets subject to these General Terms and Conditions - see Section 10 of the General Terms and Conditions (p. 3 f.).

As of January 2023

Terms of use for the Berlin WelcomeCard – BASIC of Berlin Tourismus & Kongress GmbH (*visitBerlin*)

The **Berlin WelcomeCard – BASIC** (BWC – BASIC) grants numerous discounts from the affiliated tourism service providers. Purchase of the BWC - BASIC is possible via the TOMAS® booking system (<http://www.berlin-welcome-card.de>), the *visitBerlin.de* website, and in Berlin Tourist Infos (BTIs). This type of ticket DOES NOT cover the use of public transport.

§ 1 Product variants and use

1. The **BWC – BASIC** is a 72-hour ticket for adults (15 years or older). The Berlin WelcomeCard – BASIC grants the holder numerous discounts from affiliated tourism service providers. This can only be granted one time for the card holder during the validity period.

2. Unless otherwise specified, the BWC – BASIC apply to the normal, non-discounted price for one adult. Children's discounts can also be offered for children (under 15 years of age), depending on the respective service provider, whereby this discount is granted independently of the BWC – BASIC.

3. The BWC - BASIC is only available as online tickets. Online tickets do not have to be separately redeemed before their first-time use. For further information refer to § 6 of the General Terms and Conditions.

4. The validity period is based on the date selected during purchase and the starting time. The validity period ends 72 hours after the selected start time.

5. The discounts from the tourism service providers correspond to the services offered through the Berlin WelcomeCard, and can be viewed at <https://www.berlin-welcome-card.de>.

6. The discounts for stage events, unless otherwise specified, are only granted at the evening box office. All others are granted at the providers' day box offices.

7. Belated use of discounts following expiry of the validity period of the BWC – BASIC and the refund of unused discounts, are ruled out.

8. The organiser or provider explicitly reserves the right to alter the scope of their services, hours of operation, standard prices, or service periods.

§ 2 Conclusion of the contract and service obligations

The following information must be provided when purchasing the e-ticket in addition to the selection of the scope of validity (see § 1).

- Date and time
- First and last name of the ticket user (ticket is reserved for this name)
- E-mail address for sending the confirmation e-mail
- Address
- Information for preferred payment method

§ 3 Guarantee

All information, in particular as per § 1 para. 5, is based solely on the information provided by the cooperating service providers. As the issuer, *visitBerlin* is not liable for this information.

Ticket replacements and refund of the purchase price are ruled out. If the ticket is not used, partially unused, or lost, *visitBerlin* will not issue a replacement, partial replacement, or refund.

visitBerlin reserves the right to make alterations to the participating service providers.

The use of additional services may result in additional fees for the user.

As of January 2023