



## General Business Terms and Conditions of Europa-Park GmbH & Co – Hotelbetriebe KG for the Camp Resort Accommodation Contract, Europa-Park Resort (Status: 10/2023)

### I. Scope

1. These Business Terms and Conditions shall apply to the rental provision of sleeping berths in stationary tents, covered wagons and log cabins in the Europa-Park Camp Resort as well as the use of shared facilities which are provided (e.g. washing facilities) in the Europa-Park Camp Resort and the use of the site.

2. If the rental is part of a package travel agreement, the provisions of package travel law (§§ 651a et seq. of the German Civil Code, BGB) take precedence over any conflicting provisions in these terms and conditions.

3. General Business Terms and Conditions of the camping guest shall only apply if this was explicitly agreed in writing in advance.

### II. Conclusion of the contract, contractual partners, statute-of-limitations

1. The presentation and promotion of Europa-Park Camp Resort on the website is not a binding offer to conclude an accommodation contract.

2. If the camping guest wishes make an online purchase, he may first add the sleeping berths and additional offers to his shopping basket on a non-binding basis and correct his entry using the correction tools provided and illustrated for this purpose in the order process at any time before placing a binding order.

The camping guest may place a binding order after entering the necessary personal data. To do this, he must register.

By submitting a booking through the website and clicking the 'Book and pay' button, the camping guest is placing a legally binding order whereby he is making an offer to conclude an accommodation contract and, depending on the extras selected, a purchase agreement.

Europa-Park Resort will email the camping guest immediately to confirm receipt of the booking he has submitted through the website. This email constitutes a binding acceptance of the booking unless it contains an explicit rejection of the booking.

If it is not possible to deliver the extras the camping guest has ordered, such as tickets, for example because the event in question is sold out, Europa-Park Resort will not confirm acceptance of the order. No contract is established in such cases. Europa-Park Resort will inform the camping guest of this immediately and refund any payments already received without delay.

3. In the event of a telephone booking, the camping guest must provide Europa-Park Resort with the necessary details and the desired dates. The booking will not be created until the email confirmation is sent.

4. The contractual partners are Europa-Park Resort and the camping guest. If a third party has ordered on behalf of the camping guest, the third party is liable vis-a-vis Europa-Park Resort together with the camping guest as joint and several debtors for all obligations arising from the Camp Resort Accommodation Contract, provided that Europa-Park Resort has received a corresponding declaration from the third party.

5. All claims against Europa-Park Resort are subject to a limitation period of one year from the start of the statutory limitation period, with the exception of claims for travel defects in cases of package holidays, which are subject to a limitation period of two years starting from the end of the package holiday. Claims for damages are subject to a limitation period of five years, regardless of knowledge of them. Reduction of the statute of limitations does not apply to claims that are based on an intentional or grossly

negligent breach of duty by Europa-Park Resort.

6. Youth under the age of 18 are only permitted to stay if they are accompanied by a parent or guardian or an adult to whom the parent or guardian has delegated parental rights and duties and responsibility. The presentation of a corresponding written document from the parent or guardian is required in this case.

### III. Services

1. Europa-Park Resort must hold the sleeping accommodations booked by the camping guest available and provide the agreed services. The contractually agreed services are based on the brochure description and on the information provided in the reservation confirmation which makes reference to these services.

2. The camping guest must pay the agreed or applicable prices of Europa-Park Resort for the provision of the sleeping accommodation and the other services used by the camping guest. This also applies to services arranged by the camping guest and expenses paid by Europa-Park Resort to third parties. The agreed prices include the respective statutory value added tax and any applicable tourism tax.

3. Europa-Park Resort can make its consent to a subsequent reduction in the number of booked sleeping berths, possible other services of Europa-Park Resort or the duration of the camping guest's stay, requested by the camping guest, dependent on the fact that the price for the sleeping berths and/or for the other services of Europa-Park Resort is increased.

### IV. Prices, payment, offsetting

1. In principle, Europa-Park Resort offers the following payment methods for a booking: Credit card (Mastercard, VISA, AMERICAN EXPRESS, Diners Club, Discover), invoice, PayPal, Klarna Sofort, Google Pay, Apple Pay, Postfinance, Giropay, iDeal and Bancontact. For each booking, Europa-Park Resort reserves the right not to offer certain payment methods and to refer to other payment methods.

2. Upon concluding a contract with the camping guest, Europa-Park Resort is entitled to demand an appropriate advance payment or security guarantee in the form of a credit card guarantee, deposit or similar. The amount of the possible advance payment and payment dates will be indicated in the booking process. If a deposit has been paid for a package holiday or a security guarantee given, the statutory provisions will remain unaffected. If a credit card is provided as guarantee, Europa-Park Resort will only verify that the costs can be covered by the card and will not use the card to take payment in advance. It is therefore also still possible to pay in cash on-site.

3. Invoices of Europa-Park Resort without a due date are payable without deduction within ten days from receipt of the invoice. Europa-Park Resort can request the immediate payment of due claims from the camping guest at all times. In case of default in payment Europa-Park Resort is entitled to request the respective applicable statutory interest on default in the current amount of 8% or with legal transactions, in which a consumer is involved, in the amount of 5% above the base lending rate. Europa-Park Resort reserves the right to prove higher damages.

4. In justified cases, for example if the camping guest is in arrears with the payment, Europa-Park Resort is also entitled to request an advance payment or provision of security within the meaning of Number 2 above or an increase in the advance payment or provision of security, agreed in the contract, up to the full agreed remuneration.



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neration after conclusion of the contract until the commencement of the stay.

5. Europa-Park Resort is further entitled to request a reasonable advance payment or provision of security within the meaning of Number 2 above from the camping guest at the beginning and during the stay for existing and future claims from the contract insofar as such was not already paid according to Numbers 2 and/ or 4 above.

6. The camping guest can only offset, reduce or exercise a right of retention with an undisputed or final and binding claim against a claim of Europa-Park Resort. The camping guest is also entitled to offset against Europa-Park Resort claims if he has lodged complaints or counterclaims arising from the same contract.

7. If the applicable rate of value added tax changes after conclusion of the contract then the agreed price shall change accordingly.

8. All stated prices and price agreements shall apply in euros. Insofar as foreign currencies are mentioned then this shall be exclusively carried out for the binding orientation based on the exchange rate which was valid at the time of publication.

9. With bank transfers the camping guest has to state the reservation number and the name (identical with the name on the reservation confirmation). Incoming payments can only be taken into account by Europa-Park Resort if these are received by it at least 14 days before arrival. A confirmation of receipt of the payments is not sent to the camping guest by Europa-Park Resort, therefore the deposit slips of the bank are to be stored as confirmation by the camping guest. Payment by bank transfer is no longer possible in case of reservations at short notice (these include all reservations one to 14 days before arrival).

### V. Changes to services

Europa-Park Resort reserves the right to make price changes according to the following criteria.

1. If the time between the conclusion of the agreement and the provision of the service exceeds four months, Europa-Park Resort reserves the right to make price changes according to the following criteria without prior notice. If one or more of the relevant cost items, such as personnel, energy, fuel, taxes, or duties, increases after the conclusion of the agreement and Europa-Park Resort can expect, after exercising due consideration, that the increase (additional costs) will remain effective at the time of provision of the service and will not be reduced by the same amount due to other circumstances, Europa-Park Resort is entitled to implement a unilateral price increase by the amount of the additional costs if the increase does not exceed 8% of the agreed price. If the originally agreed price is increased by more than 8%, the camping guest is entitled to withdraw from the agreement. Europa-Park Resort may require the camping guest either to accept the change to the agreement or to expressly withdraw from the agreement within a time frame to be determined by Europa-Park Resort. If the calculated prices decrease significantly, the price reduction will be passed on to the camping guest.

2. For package holidays, Europa-Park Resort may increase the tour price unilaterally up to 20 days before arrival only if the increase in the tour price is a direct result, after the conclusion of the agreement, of

a) an increase in the price of transporting people due to increased costs of fuel or other energy sources,

b) increased taxes and other duties for agreed travel services such as tourist taxes or port or airport fees, or

c) a change in the exchange rates applicable to the package holiday in question.

If one or more of the cost items mentioned in sentence 2 a) to c) increases after the conclusion of the agreement and Europa-Park Resort can expect, after exercising due consideration, that the increase (additional costs) will remain effective at the time of provision of the service and will not be reduced by the same amount due to other circumstances, Europa-Park Resort is entitled to implement a unilateral price increase by the amount of the additional costs if the increase does not exceed 8% of the tour price.

Conversely, if one of the cost items mentioned in sentence 2 a) to c) decreases after the conclusion of the agreement and this leads to lower costs for Europa-Park Resort, the camping guest may request a reduction of the tour price. If the agreed tour price is increased by more than 8%, Europa-Park Resort will offer the camping guest an equivalent price increase and require the camping guest either to accept the price increase offer or to expressly withdraw from the agreement within a reasonable time frame to be determined by Europa-Park Resort.

### VI. Cancellation of the camping guest/non-use of services by the camping guest

1. A cancellation by the camping guest of the contract concluded with Europa-Park Resort requires the written consent of Europa-Park Resort. If this consent is not granted then the agreed price from the contract is also to be paid if the camping guest does not use contractual services. This shall not apply with breaches of Europa-Park Resort's obligation to show consideration for rights, legal interests and other interests of the camping guest if an adherence to the contract is no longer deemed reasonable for the guest or he is entitled to any other statutory or contractual right of cancellation. For package holidays, travellers may cancel the agreement at any time prior to the beginning of the trip. The fair compensation for Europa-Park Resort is based on section V. No. 3.

2. Insofar as a date was agreed upon in writing between Europa-Park Resort and the camping guest for the free cancellation of the contract, the camping guest can cancel the contract until this date without initiating any claims for payment or compensation of Europa-Park Resort. The camping guest's right of cancellation shall lapse if he does not exercise his right to cancellation in writing towards Europa-Park Resort by the agreed date insofar as there is no case of the cancellation of the camping guest pursuant to Subclause V. No. 1 Sentence 3.

3. In case of sleeping berths not used by the camping guest Europa-Park Resort must offset the income from another rental as well as the saved expenses. If the sleeping berths are not otherwise rented then Europa-Park Resort can request the contractually agreed remuneration and deduct a flat rate for saved expenses. In this case the camping guest undertakes to pay at least 80% of the contractually agreed price for overnight stays. The camping guest is at liberty to prove that the afore-mentioned claim was not incurred or not in the requested amount.

4. For group bookings, 50% of the accommodation amount will be charged in the event of cancellation without consent from the 28<sup>th</sup> day before arrival and 80% from the 2<sup>nd</sup> day before the arrival date. Individual cancellations are possible up to 3 days before arrival. For cancellations later than this, Europa-Park Resort will charge a cancellation fee of 80% of the accommodation price. The guest may take out additional travel cancellation insurance.

### VII. Cancellation of Europa-Park Resort



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1. Insofar as agreed in writing that the camping guest can cancel the contract free of charge within a certain deadline, Europa-Park Resort is on its part entitled to cancel the contract during this period of time in case of enquiries from other customers/camping guests for the contractually booked sleeping berths and the camping guest does not waive his right to cancellation following an enquiry from Europa-Park Resort.

2. If an advance payment or provision of security as agreed or requested according to Subclause IV. No. 2 and/ or No. 4 above is not provided even after the expiry of a reasonable final deadline set by Europa-Park Resort then Europa-Park Resort is also entitled to cancel the contract.

3. Europa-Park Resort is further entitled to terminate the contract extraordinarily for a factually justified reason, for example if

- force majeure or other circumstances beyond the control of Europa-Park Resort render the satisfaction of the contract impossible;
- sleeping berths are booked under misleading or false statement of essential facts, e.g. the person of the camping guest or the purpose of his stay;
- Europa-Park Resort has justified reason to assume that the use of the contractual services can endanger the smooth business operation, the safety or the reputation of Europa-Park Resort in public without this being attributed to the field of control or organisation of Europa-Park Resort;
- there is a breach of the below mentioned Subclause VIII. No. 4.

4. Moreover, Europa-Park Resort is entitled to withdraw from the agreement on an extraordinary basis if the provision of the contractual service is grossly disproportionate to the payment. This may be caused, for example, by a sharp increase in energy prices.

### VIII. Provision, hand-over and return of the sleeping berth

1. Stationary covered wagons, tepee tents and log cabin rooms can only be booked as complete units. Vacant beds not used by the camping guest shall be charged.

2. Booked sleeping berths shall be available to the camping guest from 3pm of the agreed day of arrival. There is no entitlement that the accommodation will be available earlier.

3. On the agreed day of departure the sleeping berths are to be cleared and made available to Europa-Park Resort by no later than 11am. After this time Europa-Park Camp Resort can charge 50% of the full list price for the use which exceeds the contract until 6pm, from 6pm 100% of the list price, owing to the late clearance. Contractual claims of the camping guest are not established hereby. The camping guest is at liberty to prove that Europa-Park Resort did not suffer any or a substantially less claim for fees for use.

4. The site allocated to the camping guests including sleeping berths may be used as a maximum by the number of persons who are registered. The sub-letting or further rental of the provided sleeping berths requires the prior written consent of Europa-Park Resort, whereby § 540 Par. 1 Sentence 2 BGB [German Civil Code] is excluded insofar as the camping guest is not a consumer.

### IX. Liability of Europa-Park Resort

1. Europa-Park Resort shall be liable for its obligations from the contract with the due care and attention of an ordinary merchant. Claims of the camping guest for damages are excluded. Excluded from this are damages from the injury to life, the body or the health if Europa-Park Resort was responsible for the breach of duty, other damages which are due to a wilful or grossly negligent breach of

duty of Europa-Park Resort, and damages which are due to a wilful or negligent breach of duties of Europa-Park Resort which are typical for the contract. A breach of duty of a legal representative or a vicarious agent is deemed equivalent to a breach of duty of Europa-Park Resort. Should interferences or defects arise to the services of Europa-Park Resort, Europa-Park Resort shall make every effort to remedy these when it gains knowledge thereof or following the immediate complaint of the camping guest. The camping guest undertakes to make every reasonable contribution to remedying the interference and to minimising possible damages. The camping guest must examine leisure facilities, appliances and vehicles before use.

2. As the sleeping berths rented to camping guests cannot be locked, valuables are to be carried by the camping guests at all times for their own safety.

3. The car park which is available to the camping guests is a public car park. Europa-Park Resort assumes insofar no liability whatsoever.

4. Insofar as Europa-Park Resort procures external services, technical or other equipment from third parties for the camping guest it acts on behalf of and for the account of the camping guest. He shall be liable for the careful handling and proper return of the equipment and shall indemnify Europa-Park Resort from all claims of third parties from the provision of the respective equipment.

### X. Termination

Europa-Park Resort is entitled to terminate the contract without notice for an important reason. An important reason exists in particular if the camping guest sustainably breaches the camping site regulations which are binding for him through his conduct, endangers other camping guests, causes sustainable interferences, uses the rental object in breach of the contract or behaves in gross breach of the contract in any other manner. In this case the camping guest is not entitled to repayment of the rental price.

### XI. Special instructions

1. In order to prevent damages to the site, the affixing of decoration materials or other objects is to be coordinated with Europa-Park Resort in advance. The camping guest assumes the warranty that in particular decoration materials meet the fire prevention requirements. In case of doubt Europa-Park Resort can request the submission of a confirmation of the responsible fire prevention authority.

2. In times of pandemics or other special situations, the camping guest must comply with applicable legal and official regulations, such as the obligation to wear a mask or social distancing rules. If the camping guest does not comply with these regulations communicated by Europa-Park Resort or its employees, Europa-Park Resort reserves the right to assert its house rules. There is also no claim to compensation on the part of persons who cannot use the Europa-Park Camp Resort despite having a valid reservation, because they do not personally meet a legal or official requirement, e.g., the required vaccination status.

### XII. Final provisions

1. The right is reserved to correct mistakes and printing and calculation errors.

2. Entrance tickets shall only and exclusively be issued to registered overnight guests in the Europa-Park Camp Resort. Accompanying persons (relatives, grandparents, etc.) may use the ticket office at the main entrance of Europa-Park.



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3. Amendments or addendums to the contract, the acceptance of the application or these General Business Terms and Conditions for the Camp Resort Accommodation Contract must be made in writing. Unilateral amendments or addendums by the camping guest are invalid.

4. The place of performance and payment is the registered seat of Europa-Park Resort. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). In the event that the camping guest has placed the order as a consumer, i.e. the camping guest is a natural person and concludes the contract with Europa-Park Resort for a purpose which can be regarded as being outside his trade or profession and has his habitual residence in another country at the time of placing the order, the application of mandatory law within the meaning of Art. 6(2) sentence 2 of Regulation (EC) 593/2008 of that country shall not be affected by the choice of law made in sentence 2 if the law of that country would have been applicable in accordance with Art. 6(1) of Regulation (EC) 593/2008 in the absence of the above choice of law, i.e. in the cases where

- Europa-Park Resort carries out its commercial activity in the country in which the camping guest has his usual place of residence, or

- Europa-Park Resort aligns its commercial activity with this country.

The preceding sentence does not apply, i.e. the camping guest cannot rely on the mandatory provisions of his country, if a case according to Art. 6(4) lit. a) - e) of Regulation (EC) 593/2008 exists, in particular in the case of:

- contracts for the supply of services, when the services owed to the camping guest must be provided exclusively in a country other than the country in which the camping guest has his habitual residence;

- contracts of carriage other than package travel contracts within the meaning of Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours (1);

- contracts constituting a right in rem over immovable property or the rent or lease of immovable property, with the exception of contracts relating to the right to use immovable property on a timeshare basis, within the meaning of Directive 94/47/EC.

5. If the camping guest has placed his order as a merchant, legal entity under public law or special fund under public law, the place of performance for all services arising from the business relationship with Europa-Park Resort and the exclusive place of jurisdiction shall be the registered office of Europa-Park Resort.

Europa-Park Resort's right to bring an action before a court at another statutory place of jurisdiction shall remain unaffected thereby.

In all other respects, the applicable statutory provisions shall apply to the jurisdiction of the courts – subject to paragraph 6 below.

6. If the camping guest has placed his order as a consumer and has his usual place of residence in a country that is not a member of the European Union and not a member of the of the Lugano Convention, the exclusive place of jurisdiction shall be the registered office of Europa-Park Resort.

7. Insofar as the camping guest had his place of residence or habitual abode in Germany at the time of the conclusion of this contract and has either moved this place of residence or habitual

abode outside of Germany at the time of the institution of legal proceedings by Europa-Park Resort or his place of residence or habitual abode is unknown at this time, the place of jurisdiction for all disputes arising from and in connection with the contractual relationship existing between the camping guest and the Europa-Park Resort shall be the registered office of Europa-Park Resort.

8. Should individual provisions of these General Business Terms and Conditions be or become invalid or null and void this shall have no effect on the validity of the other provisions. Incidentally the statutory regulations shall apply.

9. Versions of these General Business Terms in other languages than German shall only serve for purposes of translation. The German version of these General Business Terms shall be solely decisive in case of interpretation problems, discrepancies due to language or contradictions with contents between the foreign and German version.

