



## General Business Terms of Europa-Park GmbH & Co - Hotelbetriebe KG for the Europa-Park Resort camping contract (last updated: 03/2023)

### I. Scope

1. These Business Terms and Conditions apply to the rental of a reserved camping pitch at the Europa-Park Camp Resort (Rheinweg 5, 77977 Rust, Germany) and the use of the communal facilities (e.g. washing facilities) provided at the Europa-Park Camp Resort. The subletting or re-letting of camping sites or pitches provided and use of camping sites or pitches for purposes other than accommodation require the prior written consent of Europa-Park Resort. Sentence 2 of Section 540 (1) of the German Civil Code (Bürgerliches Gesetzbuch, BGB) is waived if the camper is not a consumer.

2. Any General Business Terms of the camper shall only apply if their applicability has been explicitly agreed in writing in advance.

### II. Conclusion of the contract, contracting parties, statute of limitations

1. The presentation and promotion of Europa-Park Camping on our website is not a binding offer to conclude a camping contract.

2. If you wish to make an online purchase, you may first add the camping site or pitch and additional offers to your shopping basket on a non-binding basis and correct your entry using the correction tools provided and illustrated for this purpose in the order process at any time before placing a binding order.

You may place a binding order after entering the necessary personal data. To do this, you must register with us.

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

We will email you immediately to confirm receipt of the booking you have submitted through our 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 you have ordered, such as tickets, for example because the event in question is sold out, we will not confirm acceptance of the order. No contract is established in such cases. We will inform you of this immediately and refund any payments already received without delay.

3. In the event of a telephone booking, you must provide us with the necessary details and your desired dates. The booking will not be created until the email confirmation is sent.

4. Minors (under the age of 18) are only permitted to stay in the resort when accompanied by a legal guardian or an adult who has been assigned the parental rights and duties and the responsibility by the legal guardians. The submission by the legal guardians of a written document to that effect shall be necessary in this case.

5. All claims against Europa-Park Resort are subject to a limitation period of one year from the start of the statutory limitation period. 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.

### III. Services, prices, payment, offsetting

1. Europa-Park Resort shall ensure that the camping sites or pitches reserved by the camper are available and provide the agreed services. The services agreed as per contract can be taken from the advertisement in the brochure and the relevant details in the reservation confirmation.

2. The camper shall pay the agreed or applicable prices of Europa-Park Resort for the provision of the pitches and the other services

used by the former. This shall also apply to services arranged for by the camper and expenses payable by Europa-Park Resort to third parties. The agreed prices include the applicable rate of value added tax and any visitor's tax which may be due.

3. Europa-Park Resort can make its agreement to any retrospective reduction in the number of booked pitches, any other services provided by Europa-Park Resort or the length of stay requested by the camper subject to an increase in the price for the pitches and/or for the other services provided by Europa-Park Resort.

4. Invoices of Europa-Park Resort without a due date are payable without deduction within 10 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.

5. Europa-Park Resort shall be entitled to request a reasonable advance payment or provision of security in the form of a credit card guarantee, a down payment or similar security from the camper upon conclusion of the contract. The amount of the advance payment and the payment dates can be agreed in writing in the contract. In the event that a credit card is provided as guarantee, Europa-Park Resort shall merely verify the coverage of its costs. No charges will be debited by Europa-Park Resort in advance. Payment by cash on site is also possible.

6. In justified cases, for example if the camper should be in arrears with payment, Europa-Park Resort shall also be entitled, also after conclusion of the contract until the commencement of the stay, to require an advance payment or provision of security within the meaning of Number 5 above or an increase in the advance payment or provision of security as agreed in the contract up to the full agreed remuneration.

7. Europa-Park Resort shall further be entitled to request a reasonable advance payment or provision of security within the meaning of Number 5 above from the camper at the beginning of and during the stay for existing and future claims from the contract, if such an advance payment or security has not previously been forthcoming pursuant to Numbers 5 and/or 6 above.

8. The camper can offset a claim of its own against a claim of Europa-Park Resort or reduce the payment or exercise a right of retention only if it has an undisputed or final and binding claim against a claim of Europa-Park Resort.

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

10. All prices and price agreements shall be in euro. Where foreign currencies are mentioned, this shall merely serve the purpose of offering binding guidance based on the exchange rate at the time of publication.

11. In the case of bank transfers the camper must state his or her reservation number and name (identical with the name on the reservation confirmation). Incoming payments can only be considered by Europa-Park Resort if these are received at least 14 days before arrival. Europa-Park Resort will not send confirmation of receipt of payment to the camper, so bank deposit slips should therefore be kept as confirmation by the camper. Payment by bank transfer is not possible in the case of reservations made at short notice (these include all reservations made from one to 14 days before arrival).



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12. Requests for pitches will be met where possible. However, the camper shall have no entitlement to a specific pitch. Europa-Park Resort especially reserves the right to allocate to the camper another pitch within the requested category. This shall also apply in cases where the camper has explicitly requested a specific pitch in the context of online bookings. The camper may not change the allocated pitch without the express permission of Europa-Park Resort.

### IV. Changes to services

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, the user 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 customer is entitled to withdraw from the agreement. Europa-Park Resort may require the customer 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 customer.

### V. Cancellation by the camper/non-use of services by the camper

1. Cancellation by the camper of the contract concluded with Europa-Park Resort shall require the written consent of Europa-Park Resort. If this consent is not granted, the price agreed in the contract shall be payable even if the camper does not use the contractual services. This shall not apply in the event of breaches of Europa-Park Resort's obligation to show consideration for the rights, legal interests and other interests of the camper in cases where the camper can no longer reasonably be expected to adhere to the contract or the camper is entitled to some other statutory or contractual right of cancellation.

2. Where a date has been agreed in writing between Europa-Park Resort and the camper for the free cancellation of the contract, the camper can cancel the contract until this date without triggering any claims for payment or compensation on the part of Europa-Park Resort. The camper's right of cancellation shall lapse if he or she does not exercise his or her right to cancellation in writing towards Europa-Park Resort by the agreed date, unless the camper has cancelled a reservation for the reasons set out in Subclause V. No. 1 Sentence 3.

3. Should the camper not make use of his or her previously booked pitch or accommodation without informing Europa-Park Resort within any contractually agreed period of free cancellation, the cancellation fee shall be 100% of the contractual price for the overnight accommodation plus one euro per person per night, where this latter sum represents a flat-rate administrative charge. The camper's claim to a pitch shall lapse in this case. As a general rule, no previously paid sums shall be refunded.

4. Should the camper not make use of his or her reserved pitches, Europa-Park Resort shall offset any income from the hire thereof

to other parties and any expenses saved thereby against any claim against the camper. If it cannot hire the pitches to other parties in this way, Europa-Park Resort can require payment of the contractually agreed amount less a flat-rate sum for expenses saved. The camper shall have the right to prove that the above mentioned claim is not as high as is claimed by Europa-Park Resort.

### VI. Cancellation by Europa-Park Resort

1. If it has been agreed in writing that the camper can cancel the contract free of charge within a certain period, Europa-Park Resort shall be entitled to withdraw from the contract during this period if there are enquiries from other customers/campers concerning the contractually booked pitches and the camper does not waive their right of cancellation when approached by Europa-Park Resort.

2. If an advance payment or provision of security as agreed or requested according to Subclause III No. 5 and/or No. 6 above is not provided even after the expiry of a reasonable final deadline set by Europa-Park Resort, Europa-Park Resort shall likewise be entitled to withdraw from the contract.

3. Europa-Park Resort shall moreover be entitled to terminate the contract without notice for an objectively justified reason, for example if

- force majeure or other circumstances beyond the control of Europa-Park Resort render the performance of the contract impossible;

- pitches are booked with misleading or false information about essential facts, e.g. the person of the camper or the purpose of his or her stay;

- Europa-Park Resort has justified reason to assume that the use of the contractual services could endanger the smooth running of its business, safety or public reputation of Europa-Park Resort for reasons outside the sphere of influence or the organisation of Europa-Park Resort;

In the event of a cancellation due to force majeure, the camper shall have no claim for damages against Europa-Park Resort. A change of date is a possible subject to availability.

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.

### VII. Provision, hand-over and return of the overnight accommodation

1. Booked pitches shall be available to the camper from noon on the agreed day of arrival. He or she shall have no claim to earlier availability.

2. On the agreed day of departure, the pitches must be vacated and made available to Europa-Park Resort by no later than 11am. After this time, Europa-Park Resort shall be entitled to charge 50% of the full list price for all the hours exceeding the contractually agreed period up until 6pm, and 100% for the hours from 6pm onwards. Contractual claims of the camper shall not be established hereby. The camper shall be at liberty to prove that Europa-Park Resort has either no claim or a substantially reduced claim for fees for use.

3. The site allocated to the campers including sleeping places may be used by no more than the number of persons who are registered.

4. The camper is obliged to report to reception before occupying a space (this applies in particular to pitches for tents).



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5. Day visitors for the camper(s) must be registered at reception in good time before entering the campsite. The camper(s) shall ensure that all fees according to the valid price list are paid at reception before departure.

### VIII. Liability of Europa-Park Resort

1. Europa-Park Resort shall observe and be liable for its obligations from the contract with the due care of a prudent merchant. Claims for damages on the part of the camper shall be excluded. Exempted from this exclusion are claims arising from damage due to injury to life, limb or health, where Europa-Park Resort was responsible for the breach of duty which led to the injury, other damage due to a wilful or grossly negligent breach of duty on the part of Europa-Park Resort, and damage due to a wilful or negligent breach by Europa-Park Resort typical of this kind of contract. A breach of duty by a legal representative or vicarious agent shall be deemed equivalent to a breach of duty by Europa-Park Resort. Should disruption or defects affect the services of Europa-Park Resort, Europa-Park Resort shall make every effort to remedy these when they come to its attention or in response to a prompt complaint by the camper. The camper undertakes to make every reasonable contribution to remedying the disruption and minimizing possible damage. The camper must examine leisure facilities, equipment and vehicles before use.

2. For their own safety, campers should always carry valuables with them. Europa-Park Resort strongly advises campers to lock any accommodation units (caravans, motor homes, tents) they bring with them. Europa-Park Resort accepts no liability for lost or stolen objects/valuables.

3. Where Europa-Park Resort procures external services, technical or other equipment from third parties for the camper, it will be acting on behalf of and on the account of the camper, who shall be liable for the careful handling and proper return of the equipment and indemnify Europa-Park Resort against all claims of third parties arising from the provision of the equipment in question.

### IX. Termination

Europa-Park Resort shall be entitled to terminate the contract without notice for cause. Cause shall exist in particular if the camper's conduct represents an ongoing breach of the binding campsite regulations or if he or she endangers other campers, causes lasting disruption 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 camper shall not be entitled to a refund of the rental price.

### X. Special instructions

1. In order to prevent damage to the site, the affixing of decorative materials or other objects shall be subject to prior consultation with Europa-Park Resort. The camper shall warrant that, in particular, decorative materials meet the fire prevention requirements. In cases of doubt, Europa-Park Resort can request the submission of a confirmation of the competent fire prevention authority.

2. The erection of additional pavilions or tents on the booked pitch shall be subject to a fee and must be registered with the Europa-Park Resort reception. The camper must ensure that the fees according to the valid price list are paid at reception before departure.

3. Dogs are generally welcome at the Europa-Park Resort campsite, with the exception of fighting dogs and dogs classified as dangerous. An additional fee is payable. Dogs must therefore be registered and paid for at reception before entering the campsite. Campers should note that dogs must be kept on leads throughout

the campsite.

4. It is not possible to enter or leave the campsite by car between 11pm and 7am.

5. In times of pandemics or other special situations, you must comply with applicable legal and official regulations, such as the obligation to wear a mask or social distancing rules. If you do not comply with these regulations communicated by us or our employees, we reserve the right to assert our house rules.

There is also no claim to compensation on the part of persons who cannot use Europa-Park Camping despite having a valid reservation, because they do not personally meet a legal or official requirement, e.g., the required vaccination status.

### XI. Final provisions

1. Europa-Park Resort reserves the right 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.) and day visitors may use the main entrance to Europa-Park.

3. Amendments or addenda to the contract, acceptance of the application and these General Business Terms for the camping contract require the written form. Unilateral amendments or addenda undertaken by the camper shall be invalid.

4. The place of performance and payment is the registered office of Europa-Park Resort.

5. The exclusive place of jurisdiction is the registered office of Europa-Park GmbH & Co - Hotelbetriebe KG in DE-77977 Rust. If, on the other hand, you have made the booking as a consumer with habitual residence in the EU, the applicable statutory provisions shall apply to the jurisdiction.

6. The law of the Federal Republic of Germany applies, with the exception of the UN Sales Convention (CISG). If you have made the booking as a consumer and have your habitual residence in another country at the time of your booking, the application of mandatory legal provisions of this country remains unaffected by the choice of law made in sentence 1.

7. Should individual provisions of these General Business Terms be or become invalid or null and void this shall have no effect on the validity of the other provisions. The statutory regulations shall apply in all other cases.

8. Versions of these General Business Terms in other languages than German shall serve only the purposes of translation. The German version of these General Business Terms shall be solely decisive in the event of interpretation problems, discrepancies due to language or contradictions between the content of the foreign and German versions.

9. Reservations at the campsite shall not count as overnight stays in the 'Hotel Friend' loyalty programme operated by Europa-Park Resort.

10. Campers must take note of the site regulations on display and adhere to them at all times during their stay.

