



## General Business Terms of Europa-Park GmbH & Co - Hotelbetriebe KG for the Europa-Park Resort Camping contract (last updated: 10/2023)

### 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 the website is not a binding offer to conclude a camping contract.

2. If the camping guest wishes to make an online purchase, he may first add the camping site or pitch 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 a camping 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 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

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 camper. 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.

### IV. Prices, payment, off setting

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. Invoices issued by Europa-Park Resort are payable without deduction no later than ten days before arrival. 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.

3. 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 possible advance payment and the payment dates will be indicated in the booking process. 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.

4. Full payment of the booking price must be made no later than ten days before arrival. If payment is not made by ten days before arrival, Europa-Park Resort reserves the right to cancel the booking. In the event of non-payment, the claim to a pitch or parking space at Europa-Park Camp Resort will therefore expire. Europa-Park Resort refers to its right of cancellation under section VII. (4.). There is no entitlement to cash payment on site.

5. In justified cases, for example in the event of payment arrears on the part of the camper, Europa Park Resort will be entitled, even after conclusion of the contract and up to the day of arrival, to require an advance payment or security deposit as defined in number 3 above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration.

6. 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. The camper is also entitled to offset claims of his own against claims of Europa-Park Resort if he asserts complaints or counterclaims from the same contract.

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



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8. 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.

9. In the case of bank transfers the camper must state his 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).

10. 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.

### V. 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, 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.

### VI. 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 does not exercise his 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 VI. No. 1 Sentence 3.

3. Should the camper not make use of his 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 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.

5. For group bookings, 50% of the fee for the tent or pitch space will be charged in the event of cancellation without consent from the 28<sup>th</sup> day prior to arrival, and 80% in the event of cancellation without consent from the 2<sup>nd</sup> day prior to arrival. Individual cancellations are possible up to three days before the date of arrival. In the event of later cancellation, Europa-Park Resort will charge a cancellation fee of 80 % of the tent or pitch space price. Guests can take out additional cover in the form of their own travel cancellation insurance.

### VII. 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 IV. No. 3 and/or No. 5 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. If payment is not made by ten days before arrival, Europa-Park Resort reserves the right to cancel the booking. In the event of non-payment before the deadline, the claim for a tent or pitch space at Europa-Park Camp Resort will therefore expire.

4. 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 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;



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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.

5. 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 overnight accommodation

1. Booked pitches shall be available to the camper from noon on the agreed day of arrival. He 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).

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.

### IX. 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 minimising 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.

### X. 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.

### XI. 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 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 on site.

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 on site 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, 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. 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. Day guests of Europa-Park Camping can use the box office at the main entrance to Europa-Park to purchase tickets.

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. The law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). If the camper has made the booking as a consumer and has his common domicile in another country at the time of the booking, the application of mandatory legal provisions of that country will not be affected by the choice of law set out in section XII. (5) (1.).



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5. If the camper has placed his order as a merchant, a legal entity under public law or a 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 is the registered office of Europa-Park Resort. This is without prejudice to Europa-Park Resort's right also to bring an action before a court at another statutory place of jurisdiction. In all other respects, the applicable statutory provisions apply to the jurisdiction of the courts.

6. If the camper has his common domicile in a state that is not a member of the European Union or of the Lugano Convention, the exclusive place of jurisdiction will be the registered office of Europa-Park Resort.

7. If the camper had his place of residence or common domicile in Germany at the time of conclusion of this contract and either he has moved this place of residence or common domicile out of Germany or his place of residence or common domicile is unknown at this time, the place of jurisdiction for all disputes arising from and in connection with the contractual relationship existing between the camper and Europa-Park Resort will be the registered office of Europa-Park Resort.

8. 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.

9. 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.

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

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

