



General Terms and Conditions of Europa-Park GmbH & Co – Hotelbetriebe KG for Wellness and Spa Services in the Europa-Park Resort (Status: 11/2025)

I. Area of application

These General Terms and Conditions apply to the booking of wellness and spa services and treatments (referred to hereinafter as “Services”) at Europa-Park Hotels, rendered by Europa-Park GmbH & Co – Hotelbetriebe KG, Europa-Park-Str. 4+6, 77977 Rust, Germany (referred to hereinafter as “Hotel”).

II. Conclusion of contract

1. The presentation and promotion of the Services on the website or in other advertising material do not constitute a binding offer for the conclusion of a contract.

2. Wellness services can be booked online at europapark.de/reservation when booking overnight stays or booked separately at wellness.europapark.de. Registration is required for both online booking options. By placing an order via the website, the guest submits a legally binding booking, thereby making an offer for the conclusion of a service contract. The Hotel confirms the receipt of the booking placed via the website by e-mail, without undue delay. This e-mail constitutes a binding acceptance of the booking, unless it contains an explicit rejection of the booking.

In cases where it is impossible to provide the Services, the Hotel will not declare its acceptance of the order and no contract will be concluded. The Hotel will inform the guest of this situation immediately and refund any payments it has already received without undue delay.

3. In the event of telephone bookings, the guest must supply the Hotel with the necessary details (surname, first name, postal address, e-mail, telephone number, etc.) and the desired dates. The booking is not deemed to have been placed until the confirmation e-mail has been sent.

4. Bookings may also be placed in person on site, supplying the necessary details (surname, first name, postal address, e-mail, telephone number, etc.). The booking is confirmed by email or, in the case of last-minute bookings, by handing over the appointment card.

5. In principle, any and all claims against the Hotel become statute-barred one year from the start of the statutory limitation period, with the exception of claims for travel defects in the case of package tours, which become statute-barred two years after the end of the package tour.

6. The minimum age for the booking of wellness services is 18 years. The following age restrictions apply to the use of the Services: Young persons between 16 and 18 years of age may use the Services without an accompanying adult provided that they can furnish a signed Declaration of consent for minors travelling without one legal guardian together with a copy of their parent or guardian's ID.

Young persons under the age of 16 years are only permitted to use Services if they are accompanied by a parent or guardian or another adult to whom the parent or guardian has transferred parental rights and duties as well as responsibility. A written document from the parent or guardian must be presented in this case.

7. Parents and accompanying adults are hereby informed that they must fulfil their duty of supervision with care. Supervising adults will be held responsible for any damage caused by those in their care, even if said adults are not present on site on the day of the visit.

III. Services

1. The Hotel performs wellness services such as massages, facials, etc. These are intended solely for relaxation and wellbeing and do not constitute a medical service or therapy.

2. In the event that a guest has or is suspected or assumed to have a health condition requiring treatment, they must consult a physician prior to receiving a wellness service. The guest is obliged to inform the Hotel of any known complaints or conditions such as allergies, physical limitations, pregnancy or acute, contagious diseases prior to receiving the Service.

3. The Hotel is entitled to temporarily close the Wellness & Spa areas and treatment rooms and to change the opening hours, should repair work or similar measures require this. Guests are not entitled to claim a refund or price discount in the event that usage options are restricted (e.g. due to operational failures, renovations, overhauls, etc.).

4. The Hotel employees are entitled to refuse guests' reservations and/or stays, if, due to existing reservations and/or the presence of other guests, the Hotel is at full capacity in terms of available space and/or usage options.

IV. Prices, payment, offsetting

1. The payment terms for hotel bookings apply to wellness services booked in connection with overnight stays at Europa-Park Hotels.

2. The following modes of payment are available for wellness services booked by phone, e-mail, via wellness.europapark.de or in person on site: Cash, credit card, debit card, EMOTIONS card or a valid voucher. The Service must be paid for on site and is payable prior to treatment. If a guest who has booked a room has booked wellness services separately, the wellness services cannot be included in the hotel room invoice.

3. If the applicable rate of value added tax changes after conclusion of the contract, then the agreed price shall be adjusted accordingly.

4. All stated prices and price agreements are in euros. Insofar as foreign currencies are referred to, this solely serves as a binding guideline on the basis of the exchange rate valid at the time of publication.

V. Changes to services

The Hotel reserves the right to amend its prices on the basis of the following.

If the time between the conclusion of the contract and the provision of the service exceeds four months, the Hotel reserves the right to amend prices on the following basis without prior notice. If one or more of the relevant cost items, e.g. personnel, energy, fuel, taxes or charges, increases after conclusion of the contract and, according to the Hotel's best judgement, the increase (additional costs) can be expected to remain in place at the time of provision of the service and other circumstances cannot be expected to counterbalance this increase, the Hotel is entitled to raise its price unilaterally in an amount equivalent to the additional costs, provided that the increase does not exceed 8% of the agreed price. If the originally agreed price increases by more than 8%, the guest is entitled to rescind the contract. The Hotel may require the guest to either accept the alteration of the contract or declare their rescission within a time frame to be determined by the Hotel. To the extent that there is a significant decrease in the calculated prices, the price reduction will be passed on to the guest.

VI. Cancellation of spa and wellness services

1. The guest can cancel the arranged service free of charge up to 12pm on the day before the reserved date.

2. If the guest cancels after the deadline specified in Para. 1 or fails to turn up, the full price (100%) of the booked service will be charged. This provision is necessary since it is often impossible to



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fill a cancelled slot at short notice, leaving the Hotel to bear the full economic impact.

3. For services that form part of a package tour within the meaning of Secs. 651a ff. German Civil Code (BGB), the statutory right of rescission in accordance with Sec. 651h German Civil Code (BGB) applies. The cancellation fee is governed by the relevant statutory provisions and is either calculated on the basis of the actual proven loss or a lump sum is charged, graduated according to the percentages specified in the package travel contract. A right of rescission in accordance with Secs. 312g, 355 German Civil Code (BGB) does not apply in the case of package tours.

4. The Hotel reserves the right to an extraordinary cancellation of a service and to the issue of a temporary or permanent ban if a guest, inter alia, persistently disturbs or harasses other guests; repeatedly fails to comply with instructions issued by the staff; persistently infringes these Terms and Conditions, despite receiving a warning; treats the facilities of Europa-Park Hotels in a manner that breaches the terms of the contract or gives unauthorised access to third parties; persistently breaches the peace of Europa-Park Hotels; fails to pay sums or fees despite receiving two reminders. Previously paid sums will not be reimbursed in such cases.

5. Right of withdrawal

(1) In the event that the guest places their booking as a consumer (i.e. a natural person who places their order for a purpose which can be regarded as being unconnected with their commercial or self-employed occupation), the guest is entitled to a right of withdrawal in accordance with the statutory provisions.

(2) However, in the case of distance contracts for the provision of services related to leisure activities, there is no right of cancellation if a specific date or time for the provision of a service is provided in the contract (Sec. 312g (2) Sentence 1 No. 9 German Civil Code [BGB]). Hence wellness appointments booked online for a specific date and time are not subject to the right of withdrawal.

VII. Rescission by the Hotel

1. The Hotel is entitled to extraordinary rescission of the contract for an objectively justified cause, if, for example

- force majeure or other circumstances beyond the control of the Hotel render the performance of the contract impossible;
- services are booked on the basis of misleading or false statements, e.g. the identity of the guest or their clinical picture;
- The Hotel has reasonable grounds to assume that the use of the Services may compromise the smooth operation or jeopardise the safety or public image of the Europa-Park Resort and the cause does not lie within the latter's sphere of control or organisational remit.

2. The Hotel is furthermore entitled to the extraordinary rescission of the contract insofar as the costs of providing the contractual service are grossly disproportionate to the remuneration. This may be caused, for example, by a sharp increase in energy prices.

3. The guest can derive no right to compensation from a justified rescission by the Hotel.

VIII. Liability of the Hotel

1. The Hotel is not liable for any unforeseeable physical reactions or damage resulting from wellness or other services nor for any complaints or conditions that were unknown to the guest or not communicated to the Hotel and which would have made the wellness or other service inadvisable. This excludes damages claims of the guest arising from loss of life, personal injury or health impairment

or from the breach of essential contractual duties (such duties whose fulfilment is essential to the due and proper implementation of the contract and upon the fulfilment of which the contracting party generally relies and may rely) and liability for other damage based on an intentional or grossly negligent breach of duty on the part of the Hotel.

2. The Hotel shall be liable for its obligations under the contract with the diligence of a prudent businessman. Damages claims of the guest are excluded. This excludes damages arising from loss of life, personal injury or health impairment where the Hotel is responsible for the breach of duty, other damage based on an intentional or grossly negligent breach of duty on the part of the Hotel and damage based on an intentional or negligent breach by the Hotel of duties typical for the contract. A breach of duty by a legal representative or a vicarious agent of the Hotel is deemed equivalent to a breach of duty by the Hotel itself.

3. In the event of disruptions to or defects in the services of the Hotel, the Hotel shall make every effort to remedy the situation upon gaining knowledge thereof or following prompt notice of defects by the guest. The guest shall be obliged to make every reasonable effort to remedy the problem and minimise possible damage.

4. The contracting parties are the Hotel and the guest. Where a third party has placed a booking on behalf of the guest, the third party and the guest are liable vis-à-vis the Hotel as joint and several debtors for all obligations arising out of the contract, insofar as the Hotel is in possession of a corresponding declaration from the third party.

5. Claims for damages become statute-barred in five years, notwithstanding knowledge thereof. The shortening of limitation periods does not apply in the case of claims based on an intentional or grossly negligent breach of duties on the part of the Hotel.

IX. Special notes

1. During pandemics or other special situations, the guest shall undertake to adhere to the applicable statutory and official regulations such as obligatory mask-wearing or social distancing rules. Insofar as the guest does not comply with these rules communicated by the Hotel or its employees, the Hotel reserves the right to exercise its right to deny entry and/or eject individuals from its premises [Hausrecht]. Similarly, persons who are unable to make use of the Services, despite having a valid booking, because they are personally unable to meet a statutory or official requirement, e.g. they do not have the required vaccination status, are not entitled to compensation.

2. The consumption of cannabis and cannabis products is prohibited in the entire Europa-Park Resort.

X. Final provisions

1. The Hotel reserves the right to correct mistakes as well as printing errors and calculation errors.

2. Amendments and supplements to the contract, the acceptance of the application or these General Terms and Conditions for Wellness and Spa Services must be in writing. Unilateral amendments or supplements made by the guest are invalid.

3. The place of performance and payment is the registered head office of the Hotel. The law of the Federal Republic of Germany shall prevail to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). In the event that the guest has placed their order as a consumer, i.e. the guest is a natural person and concludes the contract with the Hotel for a purpose which can be regarded as being unconnected with their trade,



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business or profession, and at the time of booking, their habitual residence is in another country, the application of mandatory legislation within the meaning of Art. 6(2) Sentence 2 of Regulation (EC) 593/2008 of that country will 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 cases where

- the Hotel pursues its commercial activity in the country in which the guest has their habitual residence, or
- the Hotel directs its commercial activity to this country.

The preceding sentence does not apply, i.e. the guest cannot invoke the mandatory provisions of their country, in the case provided for in Art. 6(4) lit. a) - e) of Regulation (EC) 593/2008, in particular in the case of:

- a contract for the supply of services where the services to be supplied to the guest are to be supplied to them exclusively in a country other than that in which they have their habitual residence;
- a contract relating to a right in rem in immovable property or a tenancy of immovable property other than a contract relating to the right to use immovable properties on a timeshare basis within the meaning of Directive 94/47/EC.

4. If the guest has placed their order as a merchant, legal entity under public law or a public-law special fund, the place of performance for all services arising from the business relationship with the Hotel and the exclusive place of jurisdiction shall be the registered head office of the Hotel. The Hotel's right to take legal action before a court at another statutory place of jurisdiction remains unaffected. In all other respects, the applicable statutory provisions shall apply to the jurisdiction of the courts – subject to Subclause 6 below.

5. If the guest has made their booking as a consumer and their habitual residence is in a non-EU country that is not a member of the Lugano Convention, the exclusive place of jurisdiction shall be the registered head office of the Hotel.

6. Insofar as the guest's place of residence or habitual residence was in Germany at the time of concluding this contract and, at the time the action is brought by the Hotel, they have either moved this place of residence or habitual residence to a location outside of Germany, or if their place of residence or habitual residence is unknown at this time, the place of jurisdiction for all disputes arising from and in connection with the contractual relationship existing between the guest and the Hotel shall be the registered head office of the Hotel.

7. In the event that individual provisions of these General Terms and Conditions for the contract are or become invalid or void, this shall not affect the validity of the remaining provisions. In other respects, the statutory provisions shall apply.

8. Versions of these General Terms and Conditions in languages other than German are intended for translation purposes only. In the event of problems of interpretation, linguistic discrepancies or contradictions in the contents of the foreign-language and German versions, the German version of these General Terms and Conditions shall prevail.