

General terms and conditions

for the Berlin Welcome Card (BWC) and the Museum Island BWC of Berlin Tourismus & Kongress GmbH (*visitBerlin*)

Berlin Tourismus & Kongress GmbH (hereinafter –*visitBerlin*–), offers the possibility to order/purchase vouchers of their products: Berlin Welcome Card (hereinafter “BWC”) and Museum Island BWC online via the integrated TOMAS® reservation system.

The **BWC** ticket enables the use of public transport (incl. a guide to the rail network) and provides the user with numerous discounts (up to 50%) from participating tourism service providers.

In addition to the benefits of the Berlin Welcome Card, the **Museum Island BWC** offers free admission to the museums of the Museum Island (special exhibits excluded).

It is only possible to purchase **vouchers** for the BWC or Museum Island BWC via the TOMAS® reservation system; these vouchers can be exchanged for a regular paper ticket at the exchange locations in Berlin, which are listed below.

The paper tickets must be presented prior to using the services or prior to the first journey.

§ 1 Scope of application

1. These terms and conditions apply to all contracts that are concluded with a consumer in the sense of § 13 BGB or an entrepreneur (hereinafter –customer–) the purpose of acquiring a BWC-tourist card, via the TOMAS® reservation system of *visitBerlin*. Any alternative regulations shall be rejected. Provisions other than those contained herein shall only become effective with the express written approval of *visitBerlin*.

2. These General Terms and Conditions shall also apply to future business relations, even if they are not expressly agreed upon once again.

3. A customer within the meaning of these terms and conditions is to be understood as any natural person who enters into a legal transaction for a purpose which can neither be attributed to his/her commercial nor to his/her independent vocational activity.

4. An entrepreneur within the meaning of these terms and conditions shall mean any natural person or legal entity or a partnership with legal capacity that carries out commercial or independent professional activities upon entering into a legal transaction.

§ 2 Contractual partners/Contacts

1. The purchase is concluded with Berlin Tourismus & Kongress GmbH (*visitBerlin*), Am Karlsbad 11, 10785 Berlin. Additional information about the vendor can be found in the legal information.

2. The use of the benefits included in the BWC and Museum Island BWC is governed by the applicable terms of business or conditions of carriage of the service providers. The respective terms and conditions/conditions of carriage can be accessed via the service provider. The organisers or provider explicitly reserve the right to change the services provided, the opening times, the prices, or the duration of the services.

3. The Berlin Service Centre can be contacted for questions and suggestions about products and services as well as any complaints or objections by calling +49 (0) 30 - 25 00 25 during the following hours.

Opening times of the Berlin Service Centre:

Monday to Friday: 9:00 am–7:00 pm

Saturday: 10:00 am–6:00 pm

Sundays and holidays: 10:00 am–2:00 pm

§ 3 Services, conclusion of contract, performance and delivery obligations

1. The presentation of the BWC products on the website is not a legally binding offer but rather a non-committal catalogue. By clicking the “Buy”/“Order” button, the customer places a binding order for all goods in the shopping cart.

2. The confirmation of the order follows immediately after sending the order but does not constitute acceptance of the contract. The order can be accepted by sending a confirmation together with the digital delivery of the product voucher to the Email address indicated by the customer.

3. Each customer may only order a maximum of 10 vouchers.

4. Order processing and contact is automated by Email. The order information is stored and can be retrieved by quoting the booking number using the service number listed above. The order data includes the text of the contract along with the terms and conditions. The transmission of order data is sent to the customer via Email.

5. The customer must ensure that his/her Email address is valid so that he/she will be able to receive Emails sent by *visitBerlin*. In particular, the customer must check spam filters so that Emails sent by *visitBerlin* can be received.

6. When ordering, please indicate the day of arrival/the day when the voucher should be redeemed. If no selection is made, the current date will be automatically generated. From this day, the customer will have 2–5 days to redeem the voucher for a paper ticket, depending on the variant ordered.

7. Following purchase, the voucher will be sent to the customer via Email. The customer shall be responsible for printing the voucher. The voucher provided to the customer has the following safety features: Digitally signed 2-D barcode in accordance with the UIC standard Aztec procedure, QR Code, Ticket ID in the TOMAS® reservation system, and graphically elaborate design in which the customer details (name, first name) and the redemption period are directly integrated.

8. Upon redemption, the voucher is systemically validated using the voucher number and can therefore only be redeemed once in one of the following outlets:

In the sites of Berlin Tourist Information:

Hauptbahnhof/Main Station (ground floor/Europaplatz entrance)

8am–10pm daily

In Tegel Airport (TXL) directly at gate A 01

8am–9pm daily

Europa-Center (from 01. April 2015)

Taentzienstraße 9, Erdgeschoss

Mon to Sat: 10:00am–8pm, closed Sun

Rankestraße (corner Kurfürstendamm)

Rankestraße 1
daily 10am–4pm
(Extended opening times from April to October)

Brandenburg Gate (Pariser Platz/south gatehouse)

daily 9:30am–7pm (extended opening times from April to October)

Berlin Tourist Information Point at the TV Tower

Panoramastraße 1a
10am–4pm daily
(Extended opening times from April to October)

More redemption locations:**DER Touristik Services GmbH Airport (TXL)**

Berlin Tegel Airport - Gate A 02 13405 Berlin
6am–9pm daily

Tourist Information Berlin-Schoenefeld (SXF)

Berlin Schönefeld Airport SXF - Terminal A, main hall/downstairs right
Sun – Fr 7am–10.30pm, Sat 8am – 8pm

Important notes for dealing with the voucher and redemption:

The voucher itself is not considered a ticket and also does not allow discounts at participating tourism service providers.

The cost of the trip to the redemption centre will not be refunded. As issuer of the voucher, *visitBerlin* shall not be held liable for any personal injury or property damage suffered by the customer while travelling to the redemption centre.

The voucher may only be redeemed by the designated person (usually the purchaser). At the time of redemption, the customer must identify himself/herself by means of a valid identity document. The voucher is non-transferable, cannot be paid for in cash, and can be redeemed only once. For the redemption of the voucher, it is essential to present the original.

Beginning with the specified arrival day, the customer has 2–5 days to exchange the voucher for a paper ticket depending on the selected variant (fare).

No fees are required for the redemption itself.

If the voucher is not redeemed in time, or if it is lost, *visitBerlin* shall not issue a replacement. For the redemption of the voucher, it is essential to present the original.

The customer is not entitled to reproduce, copy, or modify the printed voucher. Upon receiving/printing the voucher, the customer shall prevent third parties from gaining access to it. If the ticket is duplicated by a third party or if the voucher is lost before redemption, the customers shall be liable for any damages. In the case of loss of the voucher or duplication of the voucher by third parties, a refund of the purchase price is excluded.

For reasons of security, the special provisions for the handling and redeeming of the voucher serve to prevent fraud in online payments. Any misuse of the voucher (i.e. reprinting etc.) is punishable by law and shall be prosecuted. In such a case, *visitBerlin* explicitly reserves the right to claim damages.

§ 4 Product variants and use of tourist tickets/discount conditions of the service providers

1. The **BWC** includes the *Berlin WelcomeCard* ticket for public transport and the *Berlin WelcomeCard-Guide*. The use of the particular discounts of tourism service providers is possible only upon presentation of the ticket + guide. Before using the services, the user must present the ticket + guide without being asked. Upon purchasing the **Museum Island BWC**, the user receives free daily admission to all open buildings of the Berlin Museum Island (except for special exhibitions).

2. The BWC is available for 48/72 hours or for five days. During this time, the user is granted free rides within the AB fare zone of the Berlin transport system or ABC of the Berlin-Brandenburg transport system (S-Bahn and U-Bahn, bus, trams, and regional trains – except for excursions and special lines).

3. The BWC must be validated at the designated machine of the transport company before starting the journey or making use of the tourism services. The validity period of 48/72 hours or five days begins with the validation. The five-day ticket expires at midnight on the last day of validity.

4. The BWC can be validated up to 31 December of a calendar year. However, the ticket shall not be valid past 2 January (48-hour ticket), 3 January (72-hour ticket), or midnight on 4 January (5-day pass) of the following year.

5. The sale price includes fare plus VAT in accordance with the information on the ticket. The fares are collected in the name of *visitBerlin*. The claim of the user to transport arises directly opposite the transport companies in accordance with the conditions of carriage in the tariff area of the VBB.

6. Depending on the provider/service, discounts up to 50% may be received on the services of many tourism service providers e.g. city tours, walking tours, boat trips, visits to museums/theatres. Using the Museum Island BWC, free access to selected facilities is possible (cf. § 4 no. 1).

7. Unless otherwise states reductions for stages & events are only available at the door on the day of performance. All others are granted by the box offices of the providers.

8. Unless otherwise stated, the discounts apply to adult admission at the normal, non-discounted rates. If provided, and not otherwise specified, youth discounts are possible for children between the ages of three and 15.

9. Upon expiration of the validity period of the BWC tickets, the subsequent use of the discounts or the payment of unused discounts is excluded.

§ 5 Prices, payment conditions, and returns

1. The prices are final and include the statutory taxes for Germany.

2. There are no shipping costs for the online dispatch of vouchers.

3. The purchase price is immediately due upon ordering and can be paid by credit card (American Express, MasterCard, or Visa) or via electronic direct debit system. The choice of the payment is made by the customer.

a) Payment by credit card (American Express, MasterCard, and Visa):
If the customer pays by credit card, his/her account will be billed immediately following the ordering process. Visa, MasterCard / Eurocard, and American Express are accepted.

b) Payment via SEPA direct debit scheme:
If the customer pays by SEPA direct debit, he/she gives *visitBerlin* a mandate that allows his/her current account to be charged by the payable amount via SEPA direct debit. The mandate is part of the confirmation. The collection of the debit takes place 5 days after the invoice date. The term for pre-notification shall be reduced to 3 days. The customer agrees to provide the funds in the account. As long as they were not caused by *visitBerlin*, any costs arising from non-payment or reversal of the debit shall be incurred by the customer.

4. Any payment methods other than those mentioned here shall not be accepted by *visitBerlin*.

5. For orders from countries outside the European Union, additional costs may be incurred in individual cases; *visitBerlin* is not responsible, and these shall be borne by the customer. These may include costs for the transfer of funds through credit institutions (e.g. bank charges or exchange fees).

6. If the customer defaults on the payment, *visitBerlin* can charge interest at the rate of five percentage points above the base rate of the Deutsche Bundesbank if neither the customer nor *visitBerlin* can prove lower or higher damages. The default interest is payable without warning upon expiry of the settlement.

§ 6 Exclusion of the right of withdrawal

The statutory right of withdrawal for customer contracts that came about by way of distance marketing is excluded: when acquiring tickets or contracts for the transport of persons (§ 312 para. 2 no. 5 BGB) and for contracts concerning the provision of services concerning accommodation other than residence, transporting goods, motor vehicle hire, and the delivery of food and beverages as well as the provision of additional services related to leisure activities if the contract provides for a specific date or period (§ 312 g para. 2 no. 9 BGB).

NOTE: Therefore, for the purchase of a BWC voucher, the right of withdrawal is excluded.

This applies regardless of whether the voucher was exchanged for a regular paper ticket within the statutory period for revocation of distance contracts (14 days after taking possession of the goods ordered).

§ 7 Warranty/liability

1. If there is a defect of the goods, the statutory provisions shall apply.

2. If the customer is a merchant within the meaning of § 1 HGB, the commercial inspection and notification duty shall apply in accordance § 377 HGB. If the customer fails to make the required notification, the goods shall be deemed approved.

3. The information in BWC guide is based solely on information provided by the cooperating service providers. As editor of the guide, *visitBerlin* assumes no liability for the details given by the service providers. The service providers may charge additional fees that deviate from the information in the guide or on the website.

4. As the issuer of the tickets *visitBerlin* shall assume no liability for the non-performance or poor performance of the integrated service providers as well as any personal or property damages suffered by the user while the services are being provided. The user shall only make such claims to the respective service provider. *visitBerlin* shall only be held liable without limitation to the extent stipulated by legal regulations and only for intent and gross negligence as well as if a warranty exists. The liability for slight negligence is unlimited in the case of injury to life, body, or health. In the case of a minor breach of essential contractual obligations, liability is limited to the resultant property damage and financial loss in the amount of the foreseeable, typically occurring damage. Liability is excluded for indirect damage, including consequential damage, unforeseeable damage, or untypical damage as well as lost profits. The same applies for accidental damage and acts of nature. *visitBerlin* also explicitly excludes any liability for technical failures (e.g. the non-availability of this website).

5. If the number of products supplied is not identical to the order quantity, *visitBerlin* must be notified immediately.

§ 8 Applicable Law

Concerning all current and future legal relations arising from this contractual relationship, the contractual partners agree to the application of German law under exclusion of the UN Sales Convention.

§ 9 Place of performance/jurisdiction

1. The place of performance for all mutual benefits from the contract the headquarters of *visitBerlin* agreed. For consumers, this legal option shall only apply if the protection granted by the compulsory legal regulations of the customer's country of residence is not withdrawn.

2. The jurisdiction shall be solely at the competent court for the place of performance, if the customer is one of the merchant in the sense of the German Commercial Code, a legal entity under public law or public special fund, or has no general jurisdiction in the Federal Republic of Germany.

§ 10 Right to make changes

visitBerlin reserves the right to modify these general terms and conditions at any time. The version that was confirmed by the customer at the time of order shall apply.

§ 11 Severability clause

If any provision of these terms and conditions is or becomes invalid, the remaining terms and conditions shall remain in effect.