

General Terms & Conditions Applying to Proprietary Events

halbersbacher hospitality group GmbH (hhg) is the organiser of the events offered. Purchasing a ticket means that contractual relations in respect of attendance at the event are established solely between the ticket holder (customer) and hhg. By ordering tickets, the customer authorises hhg to handle the ticket purchasing process.

I. Scope of application

1. As part of the relationship with hhg, the following General Terms & Conditions apply exclusively to all ticket delivery contracts and orders placed.

II. Contract conclusion, cancellation

1. The offer to conclude a contract is made by the customer as soon as they have clicked on the so-called "Buy button" or the button clearly labelled in accordance with Section 312j (3) of the German Civil Code (BGB). A contract between the customer and hhg is not concluded until the order and ticket numbers have been allocated and sent to the customer by hhg. One exception to this is when payment in advance is selected and the contract is concluded once the customer's payment account has successfully been debited with the full payment amount.

2. Unless otherwise agreed at the time of purchase, commercial resale of the ticket(s) is not permitted; non-commercial resale is only permitted at a price equal to the price printed on the ticket(s) plus verified fees/costs incurred at the time of the original purchase (e.g. postage and shipping costs), but not exceeding 25% of the printed price. In the event of a breach of the aforementioned term, hhg has the right to refuse admission to the event without compensation.

3. hhg is entitled to cancel an order placed by the customer for which an order and ticket number have already been allocated (unilateral right of withdrawal), if the customer breaches specific terms imposed by hhg, which were flagged during the pre-sale process, or attempts to circumvent them (e.g. breach of restrictions on ticket quantities per customer, in particular against prohibitions on resale, attempted circumvention through registration and use of multiple user profiles, etc.) and / or there are outstanding receivables from the previous business relationship with the customer. In particular, neither the use of tickets for commercial advertising and / or marketing purposes (e.g. as prizes for commercial competitions and / or other commercial raffles), nor the resale of tickets for the access and / or entrance area of any venue that is subject to hhg's householder rights are permitted without the prior written consent of hhg. The statement of cancellation / withdrawal can also be implied by crediting amounts paid back to the customer.

4. Sections 346 et seq. excluding Section 350 of the German Civil Code (BGB) apply to the aforementioned right of withdrawal.

5. If an event is rescheduled, hhg is entitled to declare that the validity of the original tickets applies to the new, rescheduled date of the event. A return of the tickets to hhg or a reversal of the ticket purchase as a result of the rescheduling is not possible in these cases, unless it can be proven that the ticket holder cannot reasonably be expected to attend the rescheduled event. This does not apply if hhg is responsible for the rescheduling of the event.

III. Right of withdrawal and sample cancellation form

1. Consumers have no right of withdrawal or consumers' right of withdrawal may expire prematurely if the following contracts are involved:

contracts for the provision of accommodation services for purposes other than residential ones, the transport of goods, motor vehicle hire, the supply of food and beverages and the provision of other services related to leisure activities, if the contract provides for a specific service provision deadline or period (Section 312g (2), sentence 1, no. 9 of the German Civil Code (BGB)). This means that insofar as hhg offers services related to leisure activities, in particular tickets for events, there is no right of withdrawal. Each order for admission tickets is therefore binding immediately after confirmation by hhg in accordance with para. II. 1. and obliges the customer to accept and pay for the tickets ordered.

2. The following shall apply to all other contracts with consumers:

Cancellation policy
Right of withdrawal

1. You have the right to withdraw from this contract within fourteen days without stating any reasons.

2. The withdrawal period is fourteen days from the date on which you or a third party named by you, who is not the carrier, have or has taken possession of the goods.

3. To exercise your right of withdrawal, you must send us

halbersbacher hospitality group gmbh
Mollistrasse 10
18209 Bad Doberan

Notification of your decision to withdraw from this contract in the form of an unequivocal statement (e.g. a letter sent by post, fax or e-mail).

4. You can use the attached sample cancellation form (PDF), which is not mandatory. You can complete the sample cancellation form and e-mail it back to us at info@halbersbacher.de. If you make use of this option, we will send you confirmation of receipt of such cancellation without delay (e.g. by e-mail).

5. To comply with the withdrawal period, all you need to do is send notification that you are exercising your right of withdrawal before the end of the withdrawal period.

Consequences of withdrawal

If you withdraw from this contract, we must refund all payments we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and no later than fourteen days from the date on which we received notification of your withdrawal from this contract. To make this repayment, we will use the same payment method that you used for the original transaction, unless expressly agreed otherwise with you. Under no circumstances will you be charged any fees for this

repayment. We may withhold repayment until we have received the goods back or until you have provided proof that you have returned the goods.

You can download the sample cancellation form as a PDF [here](#).

IV. Retention of title; set-off; right of retention in the case of purchase on account

1. If the buyer is a consumer, hhg retains ownership of the purchased item until the invoice amount has been paid in full. In the case of personalised tickets, the transfer of the entitlement provided by the ticket is subject to full payment of the invoice amount. The corresponding liens are transferable to third parties.

2. If the customer is an entrepreneur going about their commercial or self-employed business, a legal entity under public law or a special fund under public law, hhg retains ownership of the purchased item until all outstanding receivables from the business relationship with the customer have been settled. In the case of personalised tickets, the transfer of the entitlement provided by the ticket is subject to settlement of all outstanding claims arising from the business relationship with the customer. The corresponding liens are transferable to third parties.

3. The customer is only entitled to a right of set-off, if its counterclaims have been legally established or are undisputed or recognised by hhg. Furthermore, the customer only has a right of retention, if and insofar as its counterclaim is based on the same contractual relationship.

4. If the customer is in arrears with any payment obligations towards hhg, all existing claims become due immediately.

V. Limitations of liability, exclusion of withdrawal in the event of certain breaches of obligation

1. As per the German Product Liability Act, hhg definitely has unlimited liability for damage/loss caused intentionally or through gross negligence, fraudulent concealment of defects, as well as for damage/loss caused by injury to life, body or health. Liability for damage/loss arising from the breach of a guarantee is also unlimited.

2. In the event of a breach of material contractual obligations (so-called cardinal obligations) based solely on ordinary negligence, hhg's liability shall be limited to compensation for foreseeable damage/loss that is typical for this type of contract.

3. hhg is not liable for damage/loss caused by ordinary negligence, except in the cases mentioned in paragraphs 1 and 2.

4. The customer does not have a right to withdraw from the contract due to a breach of obligation for which the organiser or hhg is not responsible and which is not attributable to a product defect.

5. Insofar as hhg's liability is excluded or limited in accordance with the above paragraphs, this also applies to the liability of its vicarious agents.

VI. Concluding terms

1. The law of the Federal Republic of Germany shall apply exclusively. Irrespective of the above provision on the choice of law, consumers whose habitual place of residence is outside the Federal Republic of Germany may always also invoke the law of the country in which they are resident.

2. The sole place of performance for delivery, service and payment shall be Bremen, provided that the customer is a businessperson as defined in Section 14 of the German Civil Code (BGB).

3. If the customer is a businessperson, the exclusive (and international) place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Rostock. This also applies to non-businesspeople in the case of cross-border contracts. hhg reserves the right to initiate proceedings at any other internationally competent court as well.

4. The European Commission has provided a platform for online dispute resolution here since 15 February 2016. The e-mail address of hhg is info@halbersbacher.de.

5. hhg is not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board.

Last updated: January 2023