

General Terms and Conditions of the State of Berlin, represented by Tempelhof Projekt GmbH  
Columbiadamm 10, Building A2, 12101 Berlin  
represented by the Managing Director Jutta Heim-Wenzler  
Chair of the Supervisory Board Senate Building Director and State Secretary Prof. Petra Kahlfeldt

## **1. Introduction and subject matter of the contract**

The following terms and conditions of business and payment apply to the purchase of tickets of all kinds from the State of Berlin, represented by Tempelhof Projekt GmbH (hereinafter: the "Provider"). Unless otherwise stated, the subject matter of the contract is the sale of tickets by the Provider to Customers. With the purchase of a ticket, a contractual relationship is established between the Provider and the customer. The Provider is responsible for whether and how building tours and events organized by it take place.

The Provider's house rules shall also apply to participation in building tours and events organized by the Provider.

## **2. Conclusion of contract**

Tickets can be purchased either at the ticket office in the "CHECK-IN" visitor centre or as an online ticket via the domain "<https://www.thf-berlin.de/>".

A contract is concluded upon the customer's offer by correctly entering and sending all necessary data for payment processing. The offer is accepted by the transmission of an online ticket by email by the Provider. A prerequisite for acceptance is the customer correctly communicating their email address.

With regard to the booking, no two-week right of withdrawal exists since the contracts for the services of the Provider are contracts for the provision of services related to leisure activities, for which the contract for the provision provides for a specific date or period. In the case of such contracts for scheduled leisure events within the meaning of Section 312g para. 2 no. 9 BGB (German Civil Code), no statutory right of cancellation exists.

The products are sold only to end customers and resellers separately authorized by the supplier. In the event of an unauthorized resale, the Provider reserves the right to withdraw from the contract.

## **3. Distribution of online tickets and admission**

Online tickets can be booked via the domain "<https://www.thf-berlin.de/>". Following the booking, the online ticket is sent as an attachment to the confirmation email. The customer's Provider is responsible for delivery. The booking process is completed when the online tickets are sent. The confirmation email also includes a cost invoice. Customers must carry online tickets to the booked event and present them digitally or in printed form at the entrance.

Each ticket contains a one-time usable barcode that is electronically validated by scanners at the venue. Admission will only be granted upon presentation of the ticket with a complete barcode. Please note that it is prohibited to reproduce, modify or otherwise misuse tickets in any way. The Provider assumes no responsibility for this and reserves the right to file criminal charges.

#### **4. Prices and payment**

The prices listed in the cost breakdown include all fees for the online tickets. The total price of the order including all fees is due for payment immediately after conclusion of the contract (confirmation email). Payment is made through the specified payment methods, and customers are responsible for the receipt of funds. If payment is charged back in any way, the barcodes of the downloaded online tickets will be blocked and the online tickets will be offered for sale again. Customers are then no longer entitled to receive online tickets or admission to the event.

When ordering reduced-price tickets (e.g. for pupils/students), the Provider reserves the right to carry out appropriate checks at the entrance. The entitlement to the reduction must be proved. Failure to do so may result in additional payment being required or admission being denied.

#### **5. Withdrawal**

The Provider reserves the right to withdraw from the contract in the case of obvious errors and in the event that a brokered service becomes impossible or in the case of force majeure. In such a case, customers will be informed immediately by email. In the event of a withdrawal by the Provider, customers will be refunded the fees paid after the withdrawal. For security reasons, return transfers to customers will only be made to the bank details provided by customers when executing the relevant order. Any costs incurred for payment transactions (bank charges, etc.) will not be refunded, as the service must be provided at the time of booking, even in the event of cancellation. The tickets will be blocked immediately after the withdrawal by deleting the unique barcode and will be returned to the Provider's free disposal upon cancellation. Printed tickets do not need to be returned.

Customers may withdraw from the contract with the Provider only if the entire event is cancelled.

Postponement of the appointments for building tours by up to 30 minutes does not entitle to a reduction of the fee.

In the event of a ban from the premises due to a violation of the house rules, there is no right to a refund of the ticket price.

#### **6. Warranty and limitation of liability**

The supplier is limited to the legal warranty claims. Liability for damages based on contractual, quasi-contractual, tortious legal grounds is excluded unless it concerns injuries to life, limb and health or the liability is based on intentional and grossly negligent actions of the Provider and its vicarious agents.

#### **7. Final provisions**

The Provider reserves the right to amend these conditions at any time without giving reasons. Such amendments do not apply to bookings that have already been submitted.

Should one or more provisions of these terms and conditions be invalid, this does not affect the validity of the remaining conditions. Offsetting or assertion of rights of retention shall only be permissible with recognized and legally established counterclaims.

The place of jurisdiction for disputes with merchants, legal entities under public law and special funds under public law, as well as persons who have their domicile or habitual residence abroad, is Berlin. Furthermore, the law of the Federal Republic of Germany applies to all contracts of the Provider.

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