

## **I. Scope of application**

The following General Terms and Conditions apply to the legal relationship between Rudesheim Tourist AG, as organiser of the traditional Rhine in Flames event, (hereinafter referred to as 'RÜD AG'), and customers and travel agents who purchase boat tickets for Rhine in Flames on 5<sup>th</sup> July 2025 from Rudesheim Tourist AG directly (ticket office) or after placing an order by telephone, in writing or online. The General Terms and Conditions apply to all services within the scope of this legal relationship (sale and supply of boat tickets and ticket vouchers, reservations, holding of tickets for collection).

## **II. Contractual relations**

RÜD AG is selling various categories of boat tickets for the Rhine in Flames event. This establishes a contractual relationship between the customer and RÜD AG. The services provided by RÜD AG comprise staging the event and providing the ordered tickets – as specified in the booking confirmation – for travel on a boat during the event.

## **III. Formation of the contract**

By ordering tickets from RÜD AG in writing, in person, by telephone or online, the customer offers to form a contract. A contract is formed only when RÜD AG accepts this offer and confirms the booking. RÜD AG shall also indicate acceptance by handing over the ordered tickets to the customer (including at a ticket office), notifying the customer that the ordered boat tickets have been reserved in the system for him (telephone, written and online orders) or sending the ordered tickets to the customer.

## **IV. Shipping, collection**

RÜD AG is entitled to charge the customer a postage and processing fee for each order in return for sending the ordered number of boat tickets. If tickets are sent to international destinations, RÜD AG is entitled to charge a country-specific processing and shipping fee. RÜD AG shall fulfil its obligation to the customer to be performed at its place of residence (*Schickschuld*) by sending the boat tickets. The customer bears the costs and risk of sending them; RÜD AG reserves the right to select the shipping company. Only boat tickets that have been paid for in good time will be sent. If the customer does not comply with the deadline for payment specified in the invoice, RÜD AG reserves the right to release the tickets for sale again. Holding of tickets for collection (e.g. collection from a ticket office on the day of the event if there is no longer sufficient time to send them) is only possible if the tickets are paid for in advance. The customer's order and the agreements reached with RÜD AG regarding holding the tickets for collection at the Rudesheim Tourist Information ticket office give rise to a legally binding agreement governing the purchase of the tickets. Failure by the customer to collect the held tickets shall not release him from his obligation to pay the purchase price and shall not entitle him to reimbursement of the purchase price.

## **V. Payment**

The customer is obliged to perform his contractual obligation (i.e. payment) in advance. RÜD AG is entitled to postpone sending the ordered boat tickets until there is assurance that the customer's account contains sufficient funds to cover the ticket price, provided that the customer will still receive the event tickets in good time before the event. RÜD AG shall also be entitled to demand the return of any tickets already sent to the customer if cheques sent/handed over by the customer, direct debits authorised by the customer or payments made in any other way are not cashed/executed by the bank instructed by the customer or if payments are reversed. The customer must reimburse the organisers for any financial expenses it incurs as a result of the reversal of payments as described above. In addition, RÜD AG shall be entitled to any other rights and claims vis-à-vis the customer arising under the relevant statutory provisions as a result of delayed payment or non-payment of the ticket price.

## **VI. Return of tickets**

RÜD AG is not under any obligation to take back or exchange the customer's tickets. This also applies to bookings for travel groups after end of option and payment of invoice. This shall not apply in cases where mandatory legal requirements stipulate that the ticket purchase be reversed. The customer also bears the risk of being unable to attend the event because he is ill, the risk of his losing the purchased boat tickets and the risk of their being destroyed. In such cases, the customer shall have no claims against the organisers.

## **General Terms and Conditions of Rüdeshheim Tourist AG for the Rhine in Flames event on 5<sup>th</sup> July 2025**

### **VII. Cancellation or abandonment of the event, rescheduling of the event, programme changes**

If the event or ship is cancelled or abandoned, the customer shall be entitled to reimbursement of the ticket price and associated value added tax that he had paid, in return for handing back the original boat tickets. In this case, the customer must send the original ticket(s) that he had bought back to RÜD AG by post, giving reversal owing to cancellation as the reason. The customer is only entitled to concurrent reimbursement of the ticket price upon presentation of the original tickets. Reversal – i.e. return of the tickets and reimbursement of the ticket price – requires the customer to notify RÜD AG of this claim within no more than two weeks after the date of the event. The organiser reserves the right to make changes to the programmes on the boats at any time, including if a special programme was specified at the time of booking: e.g. If a performer hired for the event is not available on that date for unforeseeable reasons, performers of an equivalent standard will be hired for the entertainment programme. Further costs in addition to the ticket price will not be reimbursed if the event is cancelled, abandoned or rescheduled.

### **VIII. Complaints**

The customer is obliged to check that he has been given the right number of boat tickets and that all event details of which the customer was already aware are correct (e.g. date, time, departure point/bridge) immediately after receiving them. Complaints about incorrect boat tickets must be submitted to and asserted against RÜD AG within three working days of receipt of the tickets but no later than two days before the event. The postmark or the date on which the email was received shall indicate whether the deadline for complaints was met.

### **IX. Liability**

If the event is cancelled or the boat booked by the customer is unavailable, RÜD AG's liability shall be limited to the ticket price paid. Rüdeshheim Tourist AG may rebook the customer onto another boat in the same ticket category for good cause (e.g. unavailability of the boat). In this case, the customer is not entitled to reimbursement of the ticket price. RÜD AG accepts no liability towards the customer for any other services, e.g. cost of accommodation or travel, in relation to attendance of the event. If any loss is incurred as a result of or in connection with the contractual services provided to the customer by the organisers, the customer shall only be entitled to claim compensation for loss that is due to gross negligence or intent on the part of RÜD AG or its employees.

### **X. Data processing, data protection**

The customer's personal data will be processed and used in compliance with data protection laws within the scope necessary for the performance of the contract. RÜD AG is entitled to pass on data only to the individuals and legal entities entrusted with performance of the event contract. The customer is entitled to object to use of his data by the organisers. In this case, the organisers are obliged to delete the relevant customer data without delay.

### **XI. Place of jurisdiction, applicable law**

The place of jurisdiction for all disputes arising from or in connection with a transaction for the advance sale of tickets between RÜD AG and a customer is 65385 Rüdeshheim am Rhein. German law shall apply, including to sales of tickets which are sent to a country other than the Federal Republic of Germany (international legal transaction). The place of jurisdiction for disputes arising from such sales transactions is also Rüdeshheim am Rhein.

### **XII. Concluding provisions**

Should individual provisions in these General Terms and Conditions be or become legally ineffective, this shall not affect the validity and legal force of the remaining provisions. In such a case the invalid provision shall be replaced with a provision which corresponds to or accords as closely as possible with the content of the invalid provision but in a legally valid manner.