

## General Terms and Conditions

All persons buying a ticket for visiting the Berlin TV Tower and/or visiting its premises do so subject to the following terms and conditions no matter, if the corresponding tickets have been bought online, by telephone, facsimile or directly at the cashier's desk at Berlin TV Tower:

### 1. Contracting

- a) All contracts are being made directly between the TV Turm Alexanderplatz Gastronomie-gesellschaft mbH (called „TV Tower “ from hereon) and the customer. In case of tickets being resold to third parties, TV Tower reserves the right to withdraw from the contract within a period of 30 days.
- b) When purchasing a ticket online, the customer submits a contracting offer to TV Tower by clicking the button „VIP Ticket“ or any other available kind of ticket on TV Tower's website. By sending a confirmation and by creating an online ticket (pdf), TV Tower accepts the offer. The reservation is then binding, a cancellation is not possible.
- c) If reservations are made by telephone via the reservation office of TV Tower, the client submits an offer by mentioning his personal data incl. credit card details in order to reserve a VIP ticket or any other kind of ticket available. By sending a confirmation of this booking either by e-mail or by post to the customer, TV Tower accepts the offer. The reservation is then binding, a cancellation is not possible. TV Tower is not liable for any faults in the data given by the customer.
- d) Moreover TV Tower's General Terms and Conditions for food and beverage reservations where applicable - are subject to all kinds of contracts.

### 2. Prices and Payment

- a) All prices offered for the different kinds of tickets include the actual V.A.T. (in 2008: 19%).
- b) In case of online-bookings or bookings made by telephone, a prepayment is required by credit card.
- c) Tickets purchased directly at the cashier's desk may be payed either in cash, by credit card or by voucher.
- d) Payments by invoice require an advance written confirmation of TV Tower in order to be accepted.
- e) Purchased tickets cannot be reimbursed nor changed or replaced. They are non-refundable except of the absolute discretion of TV Tower.
- f) No tickets may be resold without the previous written consent of TV Tower. If TV Tower believes that a ticket has been resold without such consent, the holder may be refused to entry to or ejected from the TV Tower without payment of compensation.

### 3. Sending tickets by post

TV Tower refuses to send tickets by post.

### 4. Services

- a) A purchased ticket for the entry to the Berlin TV Tower entitles the ticket holder to one entry only. Children up to 3 years accompanied by their parents or a supervising person may enter the TV Tower free of charge.
- b) TV Tower offers VIP and daily tickets to be purchased online via TV Tower's webshop. All VIP tickets and other kind of tickets are limited to a maximum of ten tickets per booking and time slot. A new time slot may be offered when making a new booking. The purchaser is fully responsible for the ticket purchased and printed (in case of online-ticket). In case of loss, theft or abuse / misuse no reimburse, change or refund will be made by TV Tower.
- c) TV Tower offers tickets to be bought at the reservation office. The purchaser is fully responsible for the booking confirmation send to him either by post or online. This booking confirmation must be shown at the cashier's desk at TV Tower in order to obtain the ticket. In case of loss, theft or abuse / misuse no reimburse, refund or change will be made by TV Tower.
- d) TV Tower offers tickets to be sold at the cashier's desk. The purchaser is fully responsible for his ticket. In case of loss, theft or abuse / misuse no reimburse, refund or change will be made by TV Tower.

### 5. Cancellation policy

A cancellation of purchased tickets of any kind is not possible. In case of late coming or not using the ticket no matter what reason for, the ticket will become void. Tickets, which have not been used, may be changed at the complete discretion of TV Tower at the ticket office. This may be applicable for latecomers, too. In case of a ticket change the purchaser is not entitled to get immediate entry to TV Tower. His time of entry will be calculated again by the computer. All tickets will become void 10 minutes after the calculated time of entry (15 minutes in case of groups), unless it has not been used until that time. If food and beverages services have been booked in TV Tower, we will charge a 80% compensation for the services booked and not used.

### 6. Liability / Compensation

Other than liability for death or personal injury resulting from TV Towers negligence, TV Tower or its employees shall not be liable for any loss or damage, direct or indirect, howsoever arising, including without limitation any distress, inconvenience or anxiety caused during the stay at TV Tower and / or during evacuation from TV Tower in the event of accident or other. Any liability is limited according to German law.

TV Tower expressly informs its guests, that the ring, on which the restaurant tables are fixed, is revolving. We kindly ask our guests to enter this area with special care. Parents or adults accompanying children are kindly ask to watch their children.

### 7. Limitations to the access

It is expressly prohibited to enter TV Tower with

- food and beverages of any nature
- pets of any nature (except guide dogs)
- baby-carriages, skateboards, rollers, bicycles, big luggage or bags, suitcases, trolleys etc.
- weapons or dangerous articles (for example fireworks or any objects which may be considered a security risk)

For security reasons all visitors to the TV Tower agree to a security control of their bags and other items carried with them. The security staff is entitled to keep prohibited items. They will be returned to you when leaving the TV Tower.

Smoking is strictly prohibited in the complete premises of TV Tower. Children under the age of 14 are only entitled to enter the TV Tower when accompanied by an adult. Please be advised that for security reasons persons using wheel-chairs are not allowed to enter the TV Tower. Handicapped persons may be informed that in case of an evacuation they must be able to walk 986 steps down in order to leave the TV Tower.

Please take good care of your ticket as it is needed in order to leave the TV Tower. Moreover, our staff is entitled to control your ticket. Persons without a valid ticket may be ask to leave the TV Tower immediately without any compensation.

TV Tower reserves the right, in its absolute discretion, whether for safety reasons or otherwise, and with or without prior notice, to close TV Tower. In this case, all purchased tickets may be reimbursed. A reimburse of any other costs, for example travelling costs, is expressly not possible. Regular closing dates may be seen on TV Towers homepage [www.tv-turm.de](http://www.tv-turm.de).

### 8. Privacy

TV Tower makes every effort to maintain customer confidentiality when securing an online payment. This includes ensuring the security of your credit card details and other personal information. All of your personal information is encrypted as it travels over the Internet. You are in control of what information we collect about you. However, if you choose not to share your information with us, some areas of the website may not be accessible or useable. We may ask you for information about yourself when you purchase tickets or other products or services, when you enter competitions or register for promotions or when you request brochures or other information. We may also invite you to complete surveys or provide us with feedback. We will use the information you enter at the site for administration purposes and any other purposes made clear in the data entry forms themselves, in any relevant terms or conditions and on any pages or emails which link to such forms. We may conduct analysis of user traffic.

We may also disclose your personal information to third parties:

- in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or asset
- if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms and conditions of use or terms and conditions of supply and other agreements, or to protect the rights, property or safety of TV Tower, our customers, or others. This includes exchanging information with other companies and organisations for the purpose of fraud protection and credit risk reduction.

From time to time TV Tower or other authorised parties may carry out photography and / or video recording and / or other monitoring on or in the vicinity of TV Tower, which may feature visitors. By accepting these terms and conditions, you agree that TV Tower or any authorised party may use such images in perpetuity in any promotional, advertising or publicity material in any format whatsoever. You further agree that copyright in these materials rests with TV Tower or such authorised party.

### 9. Other conditions

TV Tower reserves the right to change these General Terms and Conditions at any time with or without prior notice. Such changes do not apply for all tickets which have already been purchased at the time of change. If single terms are void or become void, this will have no effect on all other terms. Only the law of the German Republic is applicable. UN right is expressly non applicable. Any claims shall be subject to the exclusive jurisdiction of the German Republic law in Berlin.

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**TV Turm Alexanderplatz Gastronomiegesellschaft mbH . Panoramastraße 1A . 10178 Berlin**