

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 oftickets 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. Therreservation 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 form 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 onlineticket). 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

for your safety, all kind of bags and backpacks will be controlled. Please refer to our security advice and note, that it is not allowed to enter the Berlin TV Tower with the items mentioned below, especially not with bottles and cans. Otherwise these items will be disposed without any right of return or compensation.

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 t 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.

In order to be able to guarantee the safety of ALL our visitors in the event of an emergency evacuation, due to the building constraints that exist in the Television Tower we are regrettably unable to permit entrance to those in wheelchairs or to people with acute walking difficulties, i.e. those who need physical assistance or crutches.

We thank you for your understanding.

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.

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.

GENERAL TERMS AND CONDITIONS FOR CONTRACTS F&B

TV TURM ALEXANDERPLATZ GASTRONOMIEGESELLSCHAFT MBH

1. The following terms and conditions are applicable for all manner of functions, events etc. taking place in the premises of the TV Turm Gastronomiegesellschaft mbH – known as the TV Turm GmbH from now on.

2. Reservations for functions etc will only become binding upon receipt of a signed confirmation from the TV Turm GmbH. The contract only becomes binding when duly signed by both parties. Verbal confirmations should be additionally confirmed in writing on the part of the event organiser (from now on known as the client) within 7 working days of receipt of the contract. Any changes or alterations from the terms contained therein must be subsequently notified in writing.

Should the organizer not be the client (nor their representative), both will be held jointly responsible as co-creditors towards the TV Turm GmbH. The TV Turm GmbH is entitled to ask for advance payments. If advance payments are agreed upon the contract in only considered binding once the funds have been transferred and debited to the TV Turm GmbH's account. The TV Turm reserves the right to withdraw from the contract without prior notice if the stated advance payment has not been carried out within the agreed period.

All dates are binding for both parties. Should the from the TV Turm GmbH signed contract not be returned within the set deadline, the TV Turm GmbH has the right to withdraw from the agreement and the stipulated rooms may be reserved for another client and the contract will become void.

3. The premises provided for the event must be returned by the client immediately after the end of the function. Failure to do so will incur penalty charges of half the daily rent in the first instance. The client is responsible for any setting up or taking down of exhibition materials or similar at his or her own cost. It is not possible to store any equipment or material associated to the event within the premises of the TV Turm GmbH. Special arrangements can only be made prior and agreed to in writing with the service office of the TV Turm GmbH. In any case the TV Turm GmbH accepts no liability for the loss or damage to objects stored in the premises unless gross negligence or miss conduct on behalf of staff or representatives of the TV Turm GmbH can be proved. As deemed necessary a function may be relocated to alternative premises within the TV Turm GmbH, in which case the client will be notified immediately.

The final number of expected participants must be notified to the TV Turm GmbH in writing no later than 48 hours prior to the event. The number of participants stated in the contract is binding. A slippage from this number of up 5% is accepted without penalty. Further slippage however will be paid for at the client's expense. Should more participants arrive than expected, the final bill will be calculated on the actual number of those attending.

The client is liable for any damage or loss of furniture or equipment incurred during or as a result of the event and the TV Turm GmbH will undertake to replace or repair said damage at the client's expense with no obligation to prove fault, unless the damage or loss has arisen from gross miss conduct or negligence on behalf of the TV Turm GmbH or its representative agents.

The premises of the TV Turm GmbH are to remain intact and no plastering, drilling, hammering of nails or hooks or any such aggressive actions are permitted within the rooms or furniture. Any damage resulting from the violation of the

above will be repaired at the client's expense and the TV Turm GmbH reserves the right to authorise such agents as they see fit to undertake the work.

The TV Turm GmbH charges a corkage fee for the consumption of drinks brought onto the premises by the client him/herself. Permission for such must be first agreed in writing prior to the event.

Should any problems arise with the technical equipment provided by the TV Turm GmbH, everything shall be done in the first instance to rectify it. For technical equipment provided for the client via a third party the TV Turm GmbH will accept no liability nor enter into negotiations regarding reduction or retaining of payments. The client is responsible for the appropriate handling and orderly return of any equipment and exempts the TV Turm GmbH from any claim by a third party resulting from the damage or loss of such equipment.

4. The client is responsible for insuring as appropriate objects which are exhibited or used for decoration. The TV Turm GmbH only accepts liability according to the principles of free custody (cf paragraph 690 BGB) which extends liability only to the handling of such items with reasonable care and attention.

Any official permissions or registrations required for the carrying out of the event, e.g. use of live music, must be obtained by the client and at his/her own expense. The client is particularly responsible for registration and payment of any arising GEMA fees (licensing for public broadcasts / performances) and notification to the appropriate state gambling authorities when gambling, lottery or similar activities are carried out. The TV Turm GmbH is fully exempt from any damages arising thereof due to the client's negligence on his/ her part in this regard. The client must also be fully aware that the TV Tower is located within a residential area and therefore subject to noise reduction regulations after 2200 hrs.

On the day of the event any additional requests for amendments regarding fixtures and furnishings can only be met if the extra arising costs have been agreed upon. This applies too to additional requirements for food, beverages or service. At all times the emergency exits must remain free. It is strictly forbidden to restrict their access in any way.

5. Any cancellation by the client must be made in writing. Cancellations can be accepted without incurring charges when received in writing up to two weeks prior to the event. After this date, cancellation fees will be charged to the full anticipated total revenue of the event, less 20% for services not rendered. The corresponding invoice is to be settled within 14 days.

The client can reserve the right of proving a lower anticipated total revenue, the TV Turm GmbH the right of proving a higher anticipated total revenue. By signing the contract the client agrees implicitly that any deposits already made may be set off against any cancellation fees.

The TV Turm GmbH reserves the right to withdraw from the contract in the case of force majeure (fire, strikes, acts of God etc) or when political events or events of a similar nature may pose danger beyond reasonable measure for the TV Turm GmbH and / or its staff and guests. In such cases the client shall have no claim to any damages whatsoever.

6. Press and publicity of any kind which mention the TV Turm GmbH by name require the TV Turm GmbH's express prior permission in writing. Press or publicity material appearing without such approval may result in the TV Turm GmbH cancelling the event at short notice and making claims for damages.

7. Invoice payment terms are 14 days from date of invoice. Delayed payment will incur the usual fine plus default interest. At the time of confirmation, the invoice address, authorised representative and trade register number must be submitted bindingly.

The TV Turm GmbH is entitled to ask for advance payment in an amount as indicated by the TV Turm GmbH. All prices quoted include the current applicable VAT. Any changes will be adjusted accordingly.

8. The exclusive place of jurisdiction shall be at the TV Turm GmbH's address in Berlin Germany. Any legal disputes shall be heard in a Berlin court of justice.

9. Should any individual clauses or paragraphs of this contract be ineffective or void, the effectiveness of the remaining shall not be affected. Rather the parties shall be obligated to agree on a provision coming as close as possible in economic intent to the ineffective or void one.

The client declares through his signature that he/she has fully read and accepted the General Terms and Conditions.