

## **General Terms and Conditions for the Nuremberg Card of the Nuremberg Convention and Tourist Office**

Dear Visitors, the following terms and conditions are, insofar as they are in accordance with statutory regulations and therefore legally effective, content of the purchase contract formed between yourself – hereafter “customer” – and the Nuremberg Convention and Tourist Office – hereafter “CTZ”. Please read these terms and conditions carefully before placing your order or before sending the electronic purchase order form.

The Nuremberg Convention and Tourist Office (CTZ) offers you, by means of its online service, the possibility to order a Nuremberg Card online and purchase it. It is also possible to purchase the card on-site in Tourist Information or at other points of purchase.

### **1. Scope of Application of these Terms and Conditions**

**1.1.** These terms and conditions are valid for the purchase contract of the Nuremberg Card, which has been transacted with the CTZ. They are not valid for package holiday agreements, accommodation agreements or accommodation services, city and guest tours and other services which are offered by the CTZ via this internet address as its own product or as a travel agent service.

**1.2.** For contracts with dealers and legal entities under private or public law, these terms and conditions are part of the contract for subsequent business transactions, even without the repeat of an explicit agreement or notification thereof.

**1.3.** Terms and conditions of the customer, in particular conditions of purchase, have no validity even if the customer gives notice of such terms and conditions or asks that the CTZ take notice of such and without the CTZ objecting to the validity of such terms and conditions in whole or in part.

### **2. Product and Service Description**

**2.1.** The Nuremberg Card is a tourism combination product, consisting of a public transportation pass and tourism services (free admission to participating service providers and a 50 percent discount at participating partners). It can be purchased for a 48-hour period. The Nuremberg Card is available for adults and children. By showing a valid Nuremberg Card, one can receive a one-time, free admission at all participating service providers.

One also receives a 50 discount off the regular price at all participating partners when showing the Nuremberg Card. At certain partners, it is possible to book a ticket online with the Nuremberg Card discount. To use the ticket, one must show the booked ticket and a valid Nuremberg Card on-site. Otherwise, the partner can cancel the booking or require payment of the regular price.

**2.2.** The Nuremberg Card is valid for the chosen 48-hour time period in the rate zones 100/200 (Nuremberg, Fürth, Stein) as a ticket for one person in all VGN vehicles (2<sup>nd</sup> class). In other areas, the VGN association rates apply.

**2.3.** All participating service providers and discount partners can be found at <https://tourismus.nuernberg.de/nuernbergcard/>.

**2.4.** The Nuremberg Card can be purchased for a fixed total price (for a specified validity period, with date and time of day) online or on-site at Tourist Information or other points of purchase. The Nuremberg Card can be printed by the customer or used as a digital version and entitles the customer to immediate use of services from all participating service providers.

**2.5.** The validity of the Nuremberg Card ends automatically with the end of the validity period.

### **3. Definition of the Participating Parties to the Nuremberg Card; Regulations regarding Service Providers**

**3.1.** The Nuremberg Convention and Tourist Office, Verkehrsverein Nuremberg e.V., Frauentorgraben 3, 90443 Nuremberg, Tel.: 0911 23360, E-Mail: info@ctz-nuernberg.de, is the issuer of the Nuremberg Card.

**3.2.** Service providers according to these terms of use are those institutions, associations, companies, self-employed, tradespeople and public entities who are named as the service provider of a particular service in the service specifications of the Nuremberg Card. For the use of public transportation, the terms of use of the corresponding provider are valid. For a complete list of the services provided see <https://tourismus.nuernberg.de/nuernbergcard/>.

**3.3.** The purchase price includes an amount for travel on public transportation, including the statutory VAT. The collection of the portion for public transportation takes place by the CTZ on behalf of and invoiced to the public transportation provider. The users claim to transport occurs directly with the public transportation provider according to the stipulations of the conditions of transport in the rate area of the public transportation association (VGN).

**3.4.** The services in accordance with the overview in Paragraph 2.1. are not touristic principle deliverables as part of other contracted services. The issuer is solely active as an intermediary agent.

**3.5.** State institutions, such as the Imperial Castle Nuremberg, are, in principle, open free-of-charge for those aged 18-years and younger.

### **4. Legal Basis and Disclosures**

**4.1.** These use and agency terms and conditions regulate both the terms and conditions for the purchase of the Nuremberg Card as well as the use of the Nuremberg Card itself and the intermediation to the service providers.

**4.2.** Through use of the Nuremberg Card, there occurs no contractual obligation between the customer and the issuer regarding the services themselves. It is solely the respective service providers who are liable for the provision of each individual service to the purchaser of the card, not the issuer.

**4.3.** For the service relationship between the customer and the service provider it is solely the terms and conditions and/or general delivery conditions or conditions of transport of the service provider itself, as well as the statutory regulations applicable to the respective service relationship, which are valid.

### **5. Completion of a Purchase Contract**

**5.1.** The Nuremberg Card is an optional offer of the CTZ and the participating service providers. There is no general legal right of delivery of the Nuremberg Card.

**5.2.** The Nuremberg Card which is listed in the online services of the CTZ is revocable at any time. It is no binding offer of the CTZ.

**5.3.** With an online booking, the customer submits a binding offer to complete a purchase contract with the CTZ. The submission of this offer is only possible by filling out the order form which the CTZ has provided in its online shop and transmitting it to the CTZ via the provided electronic route. The Nuremberg Card may also be purchased on-site at various points of purchase.

**5.4.** When booking, the following purchase options must be chosen besides the choice of validity: Date of the first use of service and start time of the 48 hours, as well as the name of the customer/authorized user. All choices are binding and cannot be changed after purchase.

**5.5.** The customer must ensure that the e-mail address submitted for confirmation and processing of the order is correct, so that e-mails sent from the CTZ to this address can be received. In particular, the customer must ensure that e-mails sent from the CTZ can be delivered when using SPAM filters.

**5.6.** When booking electronically, the CTZ will immediately confirm to the customer via an electronic route that it has received the order. Shipment of the purchased Nuremberg Card/s to the e-mail address provided by the customer takes place together with the booking confirmation.

## **6. Costs and Payment**

**6.1.** The prices listed at the time of booking are valid. These contain the VAT legally required in Germany.

**6.2.** All rights are reserved for price changes and avoidance on the grounds of error (in accordance with statutory regulations).

**6.3.** For online booking, the purchase fee is due with the order and can be paid via PayPal, JCB, Maestro, MasterCard or Visa.

**6.4.** When purchasing the Nuremberg Card at a point of purchase, the payment conditions may vary.

**6.5.** There are no additional shipping costs for delivery of the Nuremberg Card via e-mail.

**6.6.** For orders from countries outside the European Union, there may be additional costs in some cases over which the CTZ has no influence. These must be carried by the customer. This includes, for example, costs for money transfer by credit institutes (for example: transfer fees, exchange fees).

## **7. Delivery or Issue of the Nuremberg Card**

**7.1.** It is not possible to pick up Nuremberg Cards which have been ordered online. The contract comes about through delivery of the Nuremberg Card to the specified e-mail address. The contract ends with the specified end of validity on the Nuremberg Card; a notice of cancellation is not required.

**7.2.** When purchasing a Nuremberg Card at one of the points of purchase, the card will either be printed on-site or sent per e-mail.

## **8. Authorized Users**

**8.1.** The person named on the Nuremberg Card is authorized to use it. The free-of-charge children's card (for children aged 0 – 5) is only valid in conjunction with an adult card.

**8.2.** The Nuremberg Card is non-transferable.

## **9. Type and Scope of the Services of the Nuremberg Card, Restrictions on Services, Exclusion of the Card User from Use**

**9.1.** With the delivery of the Nuremberg Card, the issuer gives the card user the possibility to use the services listed in Paragraph 2.1.

**9.2.** The type and scope of the services for the card user arise out of the services listed (See Paragraph 2.1.) at the respective time the Nuremberg Card was issued.

**9.3.** The service providers are required to provide services only according to the stipulations of the general conditions of their business activity, regarding, in particular, published service times, opening hours and general service conditions (for example: weather conditions).

**9.4.** Insofar as services provided by the Nuremberg Card which are outside those listed in Paragraph 2.1. are described in other advertising material (accommodation listings, brochures, catalogues, internet pages), the card user has solely a claim of use for the services listed in Paragraph 2.1. This particularly applies when the descriptions include differing services.

**9.5.** Service providers can exclude customers from the use of services in whole or in part, temporarily or permanently, when the customer does not meet certain personal requirements (for example: health requirements or requirements for clothing or equipment) or when through the specific use an endangerment of the customer, third parties or the facilities of the service provider is likely to occur.

The same is true when, during use, the customer violates statutory regulations, safety regulations, regulations for use or the instructions of personnel or conducts itself contrary to the contract in another form in such dimensions that an exclusion is objectively and factually justified.

**9.6.** In the case of a restriction in services or a qualified exclusion, the customer has no entitlements.

## **10. Use of the Nuremberg Card, Obligations and Liability of the Card User**

**10.1.** The Nuremberg Card is valid as of the chosen time of validity and does not have to be separately validated.

**10.2.** To claim use of services, the customer is required to show the card before each use of service and allow the service provider to test it electronically or visually.

The included services and discounts are available to the user once per service provider during the period of validity.

**10.3.** The customer must show picture identification if requested by the service provider. For services and benefits which are age related for the customer or its family members, the service provider may require proof of age.

**10.4.** The customer is liable to the issuer and the service provider for any damages brought about by a causal or contributory culpable improper use of the card by the customer itself or a third party.

**10.5.** In the case of improper use, the service provider or the issuer have the right to declare the purchased Nuremberg Card invalid.

**10.6.** The Nuremberg Card contains no insurance benefits. It is the responsibility of the customer to review and ensure insurance coverage, especially for accidents which may occur in relationship to the use of card services.

**10.7.** The customer is not allowed to reproduce, duplicate or change the Nuremberg Card. The customer has the responsibility to store the Nuremberg Card after delivery/printing so that no third party has access to it. If the Nuremberg Card is duplicated by a third party or if it is lost or damaged before claim of use, the damages are at the expense of the customer. A reimbursement of the purchase price due to loss or duplication of the Nuremberg Card by a third party is excluded.

## **11. Exclusion of the Right of Revocation**

**11.1.** According to § 13 BGB, customers have a basic right of revocation for contracts agreed upon outside business premises and by distance sales according to the following proviso: The customer has the right to cancel a contract without reason within 14 days.

**11.2.** The legal right of revocation is excluded for customer contracts when purchasing transportation tickets or for other forms of transportation of individuals (§ 312 Abs. 2 Nr. 5 BGB) and the provision of services in association with leisure activities, when, in the provision of services contract, a specific date or time period is stipulated (§ 312 g Abs. 2 Nr. 9 BGB).

**Therefore there is no legal right of revocation for the Nuremberg Card!**

## **12. Revision Rights of Card Services and User Conditions**

**12.1.** The issuer and service providers reserve the right to change services – as defined in the currently valid service listing – for objective grounds, through a unilateral statement or public notice. The same is valid for changes in the user or agency conditions of the issuer.

## **13. Liability**

**13.1.** The liability of the issuer is restricted to willful intent and gross negligence, except for claims of injury or loss of life of the card user.

**13.2.** The liability of the service provider is in accordance with and limited by its agreed upon and therefore valid terms and conditions and applicable statutory regulations.

## **14. Statute of Limitations**

Contractual claims of the customer on service providers or the issuer which result from the loss of life, bodily injury or damage to health, including contractual claims of compensation for pain and suffering, which are based on a grossly negligent breach of duty or a willful or negligent breach of duty of their legal representatives or agents, lapse after three years. All other contractual claims lapse after one year.

## **15. Data and Privacy Protection**

**15.1.** With the order, personal data such as given and surname, address, postal code, city, telephone number and e-mail address are collected to process the order and allow direct delivery of the ordered goods.

**15.2.** This personal data is saved for order processing. The data will only be used and processed in accordance to currently valid data and privacy protection regulations. A transfer of data to third parties beyond order processing will not take place.

**15.3.** Payment processing takes place via PayPal, JCB, Maestro, MasterCard or Visa.

**15.4.** You can find more information about the processing of personal data in our data and privacy protection information at: <https://tourismus.nuernberg.de/datenschutz/>.

## **16. Applicable Laws, Places of Jurisdiction, Miscellaneous**

**16.1.** Only German law is applicable to the entire legal and contractual relationship between the CTZ and the customer.

**16.2.** If the purchaser is a dealer or legal entities under private or public law, the exclusive venue for every legal dispute resulting from the legal and contractual relationship between the CTZ and the customer is Nuremberg.

**16.3.** In the case that part of the above terms and conditions or other agreements, which are part of the purchase contract, are or become invalid, this does not affect the validity of the remaining terms and conditions and the contract as a whole. The regulations in § 306 Abs. 3 BGB remain unaffected.

**PLEASE NOTE: THIS TEXT IS A TRANSLATION. THE GERMAN TEXT IS BINDING.**