

# Terms of use for the HeidelbergCARD

## Heidelberg Marketing GmbH

**Dear HeidelbergCARD users,**

With your HeidelbergCARD, Heidelberg Marketing GmbH offers you special services and benefits to make your leisure time a special experience. Clear agreements on mutual rights and obligations, which we wish to establish with you in the form of these terms of use, also contribute to this. Please read these terms of use and our privacy policy carefully before using the card and making use of the services.

**DATA PROTECTION INFORMATION AND DECLARATION**

1. Heidelberg Marketing GmbH, Neuenheimer Landstraße 5, 69120 Heidelberg, Germany, is solely responsible under data protection law for collection and storage of data in the HeidelbergCARD system. If you have any questions, please contact us at [info@heidelberg-marketing.de](mailto:info@heidelberg-marketing.de).
2. Your data collected when applying for the HeidelbergCARD and issuing the card(s) will be stored electronically in the HeidelbergCARD system and used for general statistical and billing purposes.
3. Your first and last name and the information relevant to the use of the services (start of validity, specified service period, release of the service package, etc.) are printed on the HeidelbergCARD issued to you and stored in machine-readable form.
4. During the validity of the card(s), the printed data is electronically read and used for access control at the participating service partners, but is not stored. The service partners may pass this data on to companies that operate the access systems or provide the software. The data is used by the service partners and their system operators exclusively for the purpose of access control. Any further use or disclosure will not take place.
5. You have the right to request information about the stored data from Heidelberg Marketing GmbH at any time, to request its deletion after expiry of its validity and to request confirmation of the deletion. You can assert a claim for immediate deletion during the period of validity of the card in the event of premature return. More information about data protection and your rights is provided at <https://www.heidelberg-marketing.de/hdm/datenschutz>.

**TERMS OF USE****1. Principle, parties involved, subject of these terms of use, purchase offers**

- 1.1. The HeidelbergCARD is issued by Heidelberg Marketing GmbH, Neuenheimer Landstraße 5, 69120 Heidelberg, hereinafter referred to as "HDM", which is the contracting party of the card usage contract with the cardholder.
- 1.2. "Service partners" within the meaning of these terms of use are those institutions, companies, self-employed persons, tradespeople and establishments that provide the respective services to cardholders and are named as service providers in the applicable list of services for the card.
- 1.3. These terms of use govern both the conditions for using the card itself and - to the extent that they supplement any agreements to be made by the cardholders - the contractual relationship with the service partner.
- 1.4. "Provider" within the meaning of these terms of use is the respective service provider in the case of purchase offers, not HDM or the host or other point of sale, unless it is their own service offer.
- 1.5. The person using the benefits of the card is referred to as the "cardholder". The purchase per person is limited to one card in the respective period of validity.
- 1.6. HDM itself has no obligation to provide the services to the cardholder, neither as a primary contractual obligation nor as a secondary contractual obligation.
- 1.7. In particular, HDM does not have the status of a package tour operator or travel agent.

**2. Legal bases, information and assurances from third parties**

- 2.1. The entire legal and contractual relationship between HDM and the cardholder within the framework of the card usage agreement and between the cardholder and the service partner within the framework of the contractual and usage relationship for the respective services shall be governed exclusively by German law, unless otherwise stipulated by mandatory EU provisions in favor of the cardholder in the case of contracts with cardholders from EU countries.
- 2.2. The contractual and service relationship between the cardholder and the service partner shall be governed by the relevant provisions of these terms of use and, insofar as effectively agreed or generally applicable in accordance with statutory provisions, the terms and conditions of business and/or conditions of service or

transportation of the service provider as well as the statutory provisions applicable to the service relationship.

- 2.3. The issue and use of the card does not create a contractual obligation between the cardholder and HDM with regard to the services themselves. Only the respective service partner, not HDM, shall be obliged to provide the respective service to the cardholder, unless HDM's own offers are concerned.

**3. Fee for the card, relationship between card services and other services provided by service partners**

- 3.1. The HeidelbergCARD is issued for a card fee valid for the selected service period. The valid card fees can be found in the current HeidelbergCARD price table. The prices include VAT.
- 3.2. The services listed in the card's current list of services on the date of issue are not travel services and are not agency services provided by the service partners, the issuing offices or HDM within the meaning of the statutory provisions on package tours, arranged travel services or offers of associated travel services. Accordingly, the aforementioned do not have the status of a package tour operator, a travel agent or a provider of associated travel services within the meaning of the statutory provisions with regard to the card services.

**4. Conclusion of the card usage agreement, card issue and period of validity and acceptance period of the card**

- 4.1. With the offer for actual delivery of the card, HDM, represented by the respective issuing office, makes a binding offer to the authorized user to conclude the card usage agreement on the basis of these terms of use and the list of services valid on the date of issue.
- 4.2. The card usage agreement comes into effect upon acceptance of the card by the cardholder.
- 4.3. The HeidelbergCARD is valid for 1, 2 or 4 days. The validity period of the respective card (start of validity) begins at midnight on the first day of validity. The services described in the service booklet and the related discounts and free services can only be used during the respective period of validity of the HeidelbergCARD. The period of validity (depending on the card, 1, 2 or 4 days from the start of validity, in each case until midnight on the last day of validity) is recorded on the card. The card can only be used consecutively for the respective period of validity; an interruption or suspension of use is not possible.

The acceptance period and the predetermined service period

during which the card is valid are printed on the card and are agreed with binding effect. A return of the HeidelbergCARD shall be generally excluded; statutory (warranty) rights shall remain unaffected.

## **5. Type and scope of services, restrictions on services, exclusion from use**

- 5.1. By issuing the card, HDM enables the cardholder to make use of the services listed in the card's list of services valid on the date of issue.
- 5.2. The nature and scope of the services for the cardholder are set out exclusively in the list of services valid at the time the card is issued, which is given to the cardholder together with the card or is generally advertised or announced.
- 5.3. The service partners are only obliged to provide services in accordance with the general conditions of their business activities, in particular taking into account the advertised service periods, opening hours and general service conditions (e.g. weather-related conditions).
- 5.4. Insofar as the services are described in other advertising materials (brochures, catalogs, websites) outside of the respective valid service list for the card, only the service description of the respective service list valid on the date of issue shall apply to the use of these services by the cardholder. This applies in particular if the description in the service specifications for the card deviates from such other service descriptions.
- 5.5. The service partners may restrict the tendered services in whole or in part, in particular in terms of time, insofar as there are objective reasons for doing so. These include, in particular, impediments to performance due to weather conditions, official requirements or orders, maintenance work and repairs, measures for reasons of traffic safety, excessive crowds or overcrowding of facilities and other similar objective reasons.
- 5.6. HDM as issuer and the service providers may exclude cardholders and other authorized users from use in whole or in part, temporarily or permanently, if they do not meet special personal requirements (e.g. health requirements or requirements regarding clothing and equipment), if the specific use is expected to endanger the cardholder, third parties or the service provider's facilities. The same applies if the cardholder violates legal regulations, safety regulations, usage regulations or instructions from supervisors during use or otherwise behaves in breach of the contract to such an extent that the exclusion is objectively justified.
- 5.7. In the event of a restriction of benefits in accordance with section 5.4 or 5.5 or a justified exclusion in accordance with section 5.6, the cardholder shall have no claims.

## **6. Use of the card, obligations and liability of the cardholder**

- 6.1. In order to make use of the services, the cardholder is obliged to present the original card and submit it to the service provider for electronic verification or visual inspection before making use of the service. If the cardholder has paid the regularly advertised service price to the service partner and only presents the card after payment and/or use of the service, there is no entitlement to a refund.
- 6.2. The cardholder is obliged to present a valid photo ID upon request. If the cardholder is not in a position to do so, the service provider can refuse to provide the service. In the event of age-related services and benefits for the cardholder or their entitled dependents, the service provider may request appropriate proof of age.
- 6.3. The service partner is entitled to check the correspondence between the name details on the card and the identity of the person presenting the card within the framework of the data protection regulations and the card user's consent to the recording

of his/her name details and those of his/her accompanying persons. If the relevant data does not match, the service partner is entitled to refuse the use of the services and to retain the card until the discrepancies have been clarified. Reference is made to the provision on final retention in the event of misuse in section 6.6 of these terms of use. Claims of the cardholder in connection with a refusal of service or retention of the card only exist if the discrepancies occurring are the responsibility of the service partner itself or HDM in the context of intent or gross negligence.

- 6.4. In the event of theft, loss or defect of the card, the cardholder is obliged to report this incident to HDM immediately, whereby there is no entitlement to a new card being issued free of charge.
- 6.5. The cardholder shall be liable to HDM and the service providers for damages resulting from the culpable misuse of the card by the cardholder or by third parties, whether caused solely or in part by the cardholder.
- 6.6. In the event of misuse or suspected misuse, the service providers are entitled to retain the card without replacement.
- 6.7. The card does not include any insurance benefits. It is the cardholder's responsibility to check and ensure his/her insurance cover, in particular for accidents in connection with the use of the card services.
- 6.8. It is the cardholder's responsibility to check and ensure his/her personal suitability and requirements, in particular with regard to health and official regulations, which are a prerequisite for using the card services.

## **7. Reservation of the right to change the card services and terms of use**

- 7.1. HDM and the service partners reserve the right to change the services in accordance with the list of services valid on the date of issue by unilateral declaration or public announcement for objective reasons. The same applies to changes to the terms of use by HDM.
- 7.2. Changes after the card has been issued are only permitted for the period of validity applicable to the respective cardholder in the event of unavoidable, exceptional circumstances; the statutory rights of the cardholder shall remain unaffected by this.

## **8. Limitation of liability**

The liability of the issuer under the card usage agreement with regard to the surrender of the card shall be limited to intent and gross negligence, with the exception of claims arising from injury to life, limb and health of the cardholder.