

General Terms and Conditions and Conditions of Participation of CAPREO GmbH Events

1. General

- 1.1 These General Terms and Conditions apply to the sale of tickets and participation at events organised by CAPREO GmbH.
- 1.2 The purchase of tickets, irrespective of whether it is carried out by phone or in the online shop, shall be based on these General Terms and Conditions. The organiser reserves the right to make changes and additions to these regulations and they shall become valid through publication on the event page.
- 1.3 Admission to the event will not be granted to young people under the age of 18.

2. Registration, conclusion of contract and cancellation

- 2.1 Registration for participation in the Event is only possible via the Organiser's online platform, by telephone or in person at the Event location.
- 2.2 The offer to conclude a contract is made by the customer as soon as he has clicked on the so-called "Send order" button or the button clearly labelled in accordance with § 312j paragraph 3 BGB.
- 2.3 A contract between the customer and the organiser is only concluded when the organiser sends the order confirmation to the customer.
- 2.4 CAPREO GmbH shall be entitled to cancel an order placed by the Customer (unilateral right of withdrawal) if the Customer breaches specific terms and conditions set out by the Organiser, to which reference was made during the pre-sales process, or attempts to circumvent such terms and conditions and/or there are outstanding claims from the previous business relationship with the Customer.

3. Prices

- 3.1 The ticket price includes Admission to the Wine Festival incl. open bottle tasting, admission to the Aftershow Party, free parking and wardrobe. There is no separate ticket sale for the Aftershow Party.
- 3.2 The price stated in the order confirmation is the final price and is binding on the participant.
- 3.3 If special prices are granted due to promotions, this is also shown separately. If no reductions are shown, these cannot be granted.

4. Payment

4.1 Payment shall be made via the respective methods indicated on the website. All prices are due immediately upon conclusion of the contract.

4.2 Admission to the event shall only be granted if the tickets have been paid for in full prior to the event.

5. Right of withdrawal and return

5.1 Pursuant to § 312g paragraph 2 no. 9 BGB, there is no right of revocation for the sale of tickets. Insofar as services in the field of leisure activities are offered in the name of CAPREO GmbH, there is no distance contract. This means that a two-week right of revocation and return does not exist.

5.2 Each order for tickets is therefore binding immediately after confirmation and obliges the customer to pay in full for the tickets ordered.

6. Cancellation of the event

6.1 For urgent reasons, the Organiser may cancel the event with reasonable notice. This shall also apply to social and evening programmes.

6.2 In case of cancellation of the event, the Organiser shall refund the full amount of the payment made. Any additional costs incurred by the participant shall not be reimbursed.

7. Data protection and copyright

7.1 The personal data of the ticket purchasers shall be collected, processed and used in an automated procedure in compliance with the German Data Protection Regulation (GDPR) to the extent necessary for the performance of the contract.

7.2 The ticket purchaser or holder acknowledges that image and sound recordings may be made by the organisers at any time; these recordings will later be made perceptible via a transmitter, the internet or other modern communication channels.

7.3 If you explicitly do not wish to be photographed, please register at the entrance in a corresponding list.

8. Prohibitions of the customer when attending the event

8.1 It is strictly prohibited to bring one's own food and drinks to the event. In this case, the Organiser shall be entitled to prohibit participation in the event and to expel the person from the premises. In this case, the person shall not be entitled to any claims against the Organiser.

8.2 There are licensed catering establishments on site which offer food and drink for sale to ticket holders.

9. Other regulations

- 9.1 Current Corona (SARS-VoV-2) guidelines of the German government and the resulting measures and rules apply at the event.
- 9.2 There will be no on-site merchandise sales of wines at the event. Further, there is no guarantee that any particular wines will be available. The organiser reserves the right to select the wines.
- 9.3 The resale of purchased tickets at a higher price than the final price stated on the ticket is prohibited. Commercial resale is not permitted. Any violation of these conditions shall result in the loss of the right of admission to the respective event without compensation. The tickets shall lose their validity.

10. Final provisions

- 10.1 The law of the German Federation shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 10.2 Should individual provisions of this contract be invalid or lose their validity due to a circumstance occurring at a later date, the validity of the rest of the contract shall remain unaffected. The ineffective provisions of the contract shall be replaced by a provision which comes as close as possible to what the contracting parties would have intended if they had considered the point in question. The same applies to loopholes in this contract.
- 10.3 The place of performance is the Organiser's registered office.

Voerde, 15.11.2022

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