

# TERMS AND CONDITIONS (GTC)

The following terms and conditions (GTC) apply to travel contracts that you, hereinafter "you", designate with DREAMLINES GmbH, Hermannstraße 9, 20095 Hamburg as travel operator, hereinafter "we"/"us".

## 1. TRAVEL CONTRACT

1.1 By submitting the booking confirmation you offer us for ten (10) days on a binding basis the conclusion of a travel contract. This offer can be made in writing, (remote) orally, by email or through the Internet (offer).

1.2 We confirm the receipt of the booking, although this is not equivalent to acceptance of your application by us.

1.3 The travel contract is only concluded with the receipt of our booking confirmation (conclusion of contract).

1.4 If the booking confirmation differs from the booking application, this constitutes a rejection of your offer, combined with a new ten (10) day binding offer from our side (counter offer). The travel contract is concluded on the basis of this counter offer, if you expressly/tacitly agree. Obvious writing/transmission errors do not constitute a counter offer.

1.5 Third parties are not entitled to conclude side agreements/assurances with you in our name. Unless an explicit reference is made by us to requests you have made, no promise/assurance is given for their provision. Oral collateral agreements made with our employees will only become binding after express written confirmation by us.

1.6 The scope of the contractual services is indicated in your offer and the booking confirmation sent to you. Other brochures, especially from service providers (such as shipping companies/airlines) or other advertising statements are not material. Any advertising statements on the content of events and regarding artists on board will not be binding and may be subject to change at short notice, unless they are expressly designated as binding in the booking confirmation by us.

1.7 We point out that in addition to these terms and conditions any specifications of the respective service providers for the performance of the trip must also be observed for travel contracts. So in particular restrictions on free and hand luggage on flights will depend on the airline concerned and shipping companies may refuse to carry persons with certain health restrictions or of certain nationalities. With your booking you also acknowledge the respective specifications of the service providers for the trip you have booked. For the actual travel contract (esp. booking/payment/possible change/cancellation) our terms and conditions apply exclusively.

1.8 If you do not have the relevant terms and conditions from us or the service provider in the case of a telephone booking, you will be referred to the conditions on our website and their validity for the requested trip in the phone call; the conditions will be sent to you on request.

1.9 It is your responsibility to check our booking confirmation immediately, if possible on the day of receipt, to verify that it is correct and to inform us immediately of any errors or omissions. If, contrary to expectations, you have not received the travel documents after receipt of the booking confirmation at least seven (7) days prior to departure, you are required to contact us immediately.

## 2. RETURNS, PERFORMANCE AND PRICE CHANGES

2.1 If you request, after the conclusion of the contract, changes with regard to travel participants, date, destination, duration, accommodation, type of transport or one/several service providers up to 90 days before the desired departure (rebooking request), we are not required to accept or implement such rebooking requests. If we accept your transfer request (rebooking), we are entitled to charge a processing fee of EUR 50.00 per travel participant. If the processing fee is higher, we will ask for your consent before the transfer. If, as a result of a rebooking, higher fares are charged for co-travellers registered by you, the corresponding price difference must be paid by you immediately.

2.2 Rebooking requests that you make less than 90 days prior to the booked travel will be considered as a cancellation by you in accordance with section 4 with subsequent application for the conclusion of a new contract and handled accordingly with the applicable cancellation fees being charged.

2.3 We are entitled to change individual services after the conclusion of the contract, to an extent that this does not violate good faith and is not arbitrary. This applies in particular in cases of force majeure in which the itinerary is changed in the interest of the safety of all passengers concerned or individual ports are not visited in the event of a change of a transport company or the arrival and departure times. In any case, we will inform you as soon as possible about such changes. Such a change of service only entitles you to a free rebooking, a free cancellation or a travel price reduction if it is a significant change in the travel itinerary. You are required to assert these rights in writing immediately on receipt of the notification of change.

2.4 We reserve the right to increase prices in order to cover any increase in transport costs or duties for certain services, such as port/airport charges or exchange rate changes. The price increase request is only valid up to the 21st day before the agreed departure date, if there are more than four (4) months between the conclusion of the contract and departure and the circumstances leading to the increase have not occurred before the conclusion of the contract and were not foreseeable for us. In the case of a seat-only increase by the transport company, we can in any case ask you to increase the amount. Otherwise, the additional transport costs required by the transport company per means of transport will be divided by the number of seats of the agreed means of transport. We can also claim from you subsequently the corresponding increase amount for the single seat.

## 3. TERMS OF PAYMENT

3.1 On receipt of the written booking confirmation and delivery of the security note, a down payment of 20% of the travel price is payable, unless otherwise agreed before the conclusion of the contract. In objectively justified individual cases, the down payment may also be higher if we already have to make substantial advance payments with the booking confirmation, e.g.

for the required immediate issue of airline tickets. The remaining payment must be made by you no later than 42 days before departure without further request.

3.2 A travel registration from 42 days prior to departure is only accepted on the condition that the entire travel price is due immediately on receipt of the travel confirmation and the security note and the payment is secured by direct transfer or credit card payment.

3.3 If the down payment or the final payment does not arrive in time and no payment is made even after a request to that effect within the deadline, we are entitled to withdraw from the contract and to claim the cancellation costs (cancellation fees).

3.4 For special group tariffs special down payment conditions may apply; these are shown in the respective tenders/travel confirmations.

## 4. CANCELLATION BY YOU

4.1 At any time prior to departure you can cancel your booked trip on the conditions agreed at the time of booking (cancellation). The cancellation should be given in writing for your own protection. The benchmark is the receipt of the cancellation. A cancellation may incur cancellation fees. To the extent that the time of arrival is material, it is determined by our business hours, Mon-Fri, 9.00-18.00. Any cancellation received outside these times will be treated as received on the next business day. The non-payment of the (partial) trip price until the day of departure is also regarded by us as a cancellation.

4.2 In the event of cancellation, you are required to return already issued travel documents on request. If flight tickets, train tickets, ferry tickets or hotel vouchers issued to you are not returned, we will be entitled to claim the full amount of the travel price.

4.3 In the event of cancellation, our entitlement to the travel price expires and an entitlement to reasonable compensation for our services and expenses is created, taking into account the expenses normally saved and the usual possibility of using the travel service (cancellation fees). In this respect, we are entitled to claim a lump sum, which is calculated as follows, taking into account partial or total payments: up to 90 days before departure (DbD) 30% of the total travel price (GRP), but at least EUR 50.00; from 89.-61.DbD 50% of the GRP; from the 60th to the 31st DbD 65% of the GRP; from 30.-15.DbD 75% of the GRP; from 14.-4.DbD 90% of the GRP; and from the third (3rd) DbD 100% of the GRP. We reserve the right to claim the actual costs incurred as damages.

4.4 In the event of partial cancellation for a fellow traveller from a cabin we are entitled to a lump sum compensation of 95% of the travel price applicable to this fellow traveller. If the actual costs are lower, we will endeavour to determine a lower compensation at our reasonable discretion.

4.5 Costs such as credit card fees, telephone or processing costs as well as the insurance premiums paid by us to an insurer for you cannot be reimbursed in the event of a cancellation of the trip.

4.6 You are free to prove that the reasonable compensation did not arise at all or is lower than shown in the previous lump sums.

4.7 The above regulations will not affect your right to place a replacement travel participant in accordance with the statutory provisions of § 651b BGB. We may object to the change of the travel participant, if he does not meet the special requirements in relation to the travel or is contrary to legal regulations/official directives. In the case of a change of the travel participant, you and the replacement person are jointly and severally liable for the travel price and the resulting additional costs.

## 5. WITHDRAWAL BY US

5.1 In certain cases, we are entitled to withdraw from the journey. This is the case if (1) a minimum number of participants given in the travel description as a travel requirement is not reached, (2) the implementation of a trip, after the exhaustion of all possibilities, is not reasonable for us because the booking volume for this trip is so small that the travel-related costs arising for us cannot be covered or (3) you disrupt the conduct of the trip so significantly by your behaviour or behave otherwise contrary to the contract to the extent that the immediate cancellation of the travel contract is justified.

5.2 With regard to the first two reasons, cancellation is only possible up to 30 days before departure, in the third case at any time. If we withdraw because of your behaviour, however, we will be entitled to payment of the travel price, but must offset it with the value of the saved expenditures as well as the benefits that we obtain from the different utilisation of the unused services, including the amounts credited by service providers.

## 6. CANCELLATION OF THE CONTRACT DUE TO EXCEPTIONAL CIRCUMSTANCES

6.1 Both you and we can cancel the trip at any time, if the performance of the trip becomes considerably more difficult, endangered or impaired due to force majeure (1) before departure or (2) after departure. In the first case, you will be refunded the travel price if we do not provide you with an equivalent replacement offer that you can accept. In the second case we are entitled to reasonable compensation for services rendered or to be cancelled.

6.2 Additional costs for the return transport will be shared between us and you, and in other respects you bear all additional costs. Travel warnings by the Federal Foreign Office establish the defeasible presumption of the existence of a general danger based on force majeure. Labour disputes are also treated as cases of force majeure.

## 7. TRAVEL INSURANCE

Unless otherwise stated, the travel prices do not include travel insurance. If travel insurance is taken out through our agency, the insurance contract relationship will be concluded exclusively between you and the insurance company in accordance with the relevant insurance conditions.

## 8. PASSPORT, VISA AND HEALTH REGULATIONS

You are solely responsible for compliance with passport, visa, vaccination and other health regulations as well as customs and foreign exchange regulations. All disadvantages that accrue to you or your co-registered passengers from non-compliance with them will be charged to you unless we have insufficiently/wrongly informed you. Our information about visas, entry and exit regulations and customs regulations apply to nationals of the state in

which we have our registered office. Travellers with a different nationality are required to request information from their consulate/embassy.

## 9. GUARANTEE

9.1 If the travel service is not provided in accordance with the contract, you can claim remedy from us as soon as you notify us or the place designated by us for this purpose without delay. If you culpably fail to report a defect, you will lose your entitlement to price reduction and termination.

9.2 For the duration of a non-contractual provision of the trip without remedy, you can claim a corresponding reduction of the travel price (reduction).

9.3 Cancellation is only permissible if we allow a reasonable deadline that you have set to pass without remedial action and the defect significantly affects the journey. Setting a deadline is not necessary if remediation by us is manifestly impossible or refused or a cancellation is justified by a special interest on your part. We may, however, refuse the remedy if it requires a disproportionate effort. We may also remedy the situation by providing an equivalent replacement. In the event of cancellation, you will owe us the portion of the travel price attributable to the services used, provided that these services were of use to you. For the purpose of securing a record, you should give notice in writing in such a case.

9.4 Without prejudice to a reduction or cancellation, you can claim damages for non-performance. In general, however, this is only the case if the defect is so significant that it justifies a reduction in the travel price of at least 50%. Compensation for non-performance is excluded if we are not responsible for the defect.

9.5 Our travel guides are under no circumstances authorised to acknowledge claims against us.

## 10. DUTIES OF COLLABORATION

10.1 In the event of performance disruptions, you are required to do everything possible within the scope of the legal regulations to contribute to the elimination of the fault and to minimise any damages that may occur. Each traveller is responsible for his travel to the departure airport, unless a delay is due to an intentional or grossly negligent breach of duty by us. You will ensure that your contact details provided at the time of booking, especially telephone numbers and email addresses, are accessible within the last three (3) days prior to departure and during the journey.

10.2 If any baggage is lost/damaged on flights, you must reimburse a claim (P.I.R.) within seven (7) days of arrival to the airline that carried you on the flight in question. In the case of failure to report damage claims will not be eligible.

## 11. LIABILITY

11.1 Our liability for any damage that is not personal injury is limited to three times the travel price per injured party unless the damage was caused deliberately or through gross negligence. The same applies if we are responsible for the damage solely because of the fault of a service provider as a vicarious agent. Any further claims under the Montreal Convention relating to baggage remain unaffected.

11.2 If limitations on liability are provided for in international conventions or other laws or on the basis of these rules for our service providers, we can cite them in the event of damage.

11.3 Third-party services of third-party travel companies described in the alerts as outsourced are not subject to our liability as travel operators. In the case of such a travel agency, the liability for mediation errors is excluded, unless there is intent or gross negligence.

## 12. LIMITATION

12.1 Claims for non-contractual travel services must be made to us within one (1) month after the end of the contract. After the expiry of this period, you can only make claims if you have been prevented from observing the deadline through no fault of your own.

12.2 Claims under §§ 651c to f BGB arising from injury to life, limb or health as well as other damages based on an intentional or negligent breach of duty by us or one of our legal representatives or vicarious agents are subject to a limitation period of two (2) years. All other claims according to §§ 651c-f BGB expire within one year.

12.3 Limitation begins on the day of the contractually provided end of travel. If you and we are in negotiations about the claim or its justification, limitation will be suspended until you or we refuse to continue the proceedings. Limitation will take place at the earliest three (3) months after the end of the restriction.

## 13 PASSENGER INFORMATION

Under the EU Regulation on the Information of Passenger Rights on the Identity of the Performing Company (EU2011/05), we are required to inform you of the identity of the operating airlines of all air transport services to be provided during the booked journey at the time of booking. If at the time of booking, the operating airline is not yet known, we will inform you about the airline(s) that are likely to act as the operating airline(s) of the flights concerned. The list of airlines under an EU operating ban (black list) is available on the following website: [http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_en.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm).

## 14. DATA PROCESSING

The personal data provided to us will be collected, processed and stored by us as the responsible body within the meaning of the BDSG for the purpose of carrying out the travel services ordered by you. Your data will be passed on to the companies involved in the performance of the contract, insofar as this is necessary for the provision of the services incumbent on us. For payment, we will pass your payment details to payment service providers. Personal data will be treated and protected in accordance with the provisions of the BDSG. At the latest when the storage of your personal data for the fulfilment of the purpose is no longer necessary and any tax and commercial retention periods have expired, they will be deleted. Other statutory obligations for storage, deletion or blocking remain unaffected.

## 15. MISCELLANEOUS

15.1 These terms and conditions apply to all trips booked with us, unless individual agreements are made in the individual travel contracts.

15.2 We are not liable for obvious or easily recognisable printing or calculation errors.

15.3 With the publication of new specifications, all our previous travel-related publications regarding the scope of services, prices and deadlines will lose their validity.

15.4 In addition to these terms and conditions, German law will apply to the entire legal and contractual relationship to the exclusion of the referral rules of international private law and to the exclusion of the UN Sales Convention. This also applies if you do not have a general domicile in Germany.

15.5 The invalidity of individual provisions will not result in the ineffectiveness of the remaining provisions or of the entire travel contract.

15.6 Headings of sections and individual paragraphs of these terms and conditions are intended for better orientation and have no regulatory status of their own.