

# Terms and conditions

## § 1 Scope of application, contract language

The following General Terms and Conditions apply to all sales contracts concluded between the Deutsche Gehörlosen-Jugend e. V., Prenzlauer Allee 180, 10405 Berlin or its units and events (hereinafter: "we", "us") and customers who purchase tickets via our online ticketing. In particular, our separate Terms and Conditions for Ticket Sales apply to the sale of tickets that entitle the holder to admission to our events.

The contract language is German.

## § 2 Conclusion of contract

The presentation of the products in our online ticketing does not constitute a legally binding offer, but an invitation to order.

By clicking the "Order subject to payment" button in the last step of the ordering process, you submit a binding offer to purchase the tickets displayed in the order overview. Immediately after submitting the order, you will receive an order confirmation, which, however, does not constitute a contract. The purchase contract is only concluded when we send you a contract confirmation by e-mail. Please check the SPAM folder of your e-mail box regularly.

You can select one or more tickets for purchase in our online ticketing by placing them in a shopping cart by clicking on the corresponding button. If you want to complete the order, go to the shopping cart where you will be guided through the rest of the ordering process. After selecting the items in the shopping basket and entering all the necessary order and address data in the following step, clicking on the "Checkout" or "Continue" button opens a page in which the main item details, including any costs incurred, are summarised once again. Up to this point you can correct your entries or refrain from declaring the contract. A binding offer within the meaning of paragraph 2 is only made by subsequently pressing the "Order subject to payment" button.

## § 3 Customer Information: Correction Notice

When ordering, first enter the ticket(s) you want, the number of tickets you want, your details and the payment method and click the "Continue" button in each case. An overview page will open where you can check your details. You can correct your input errors (e.g. regarding payment method, data or the desired number of items) by clicking on "Change" in the respective field. If you wish to cancel the ordering process completely, you can simply close your browser window. Otherwise, after clicking the confirmation button "Order with obligation to pay", your declaration becomes binding within the meaning of § 2 para. 2 of these GTC.

## § 4 Customer information: Storage of the contract text

The contractual provisions with details of the tickets ordered, including these General Terms and Conditions, will be sent to you by e-mail with the order confirmation and with acceptance of the contractual offer. We do not store the terms and conditions of the contract.

## § 5 Prices and payment methods

Payment shall be made either by payment methods as selectable in the order process.

The shipping costs incurred are not included in the purchase price. They can be called up via a correspondingly designated button on our website or in the respective item description, are shown separately in the course of the ordering process and are to be borne additionally by you, unless free delivery has been promised.

The payment methods available to you are shown under a correspondingly designated button on our website or in the respective item description, as well as if you incur costs due to the selected payment method.

Unless otherwise stated in the individual payment methods, the payment claims arising from the concluded contract are due for payment immediately.

## § 6 Limitation of our liability

We shall be liable, irrespective of the legal grounds, exclusively in accordance with the following provisions.

We shall only be liable for intent and gross negligence. We shall only be liable for slight negligence in the event of a breach of a material contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the customer may regularly rely (cardinal obligation). We shall only be liable for foreseeable damage, the occurrence of which must typically be expected. This also applies to lost profits and savings. Liability for other remote consequential harm caused by a defect is excluded.

The limitation of our liability shall not apply in the event of injury to life, body and/or health and in the event of liability under the Product Liability Act.

We shall not be liable for events of force majeure which make the contractual services impossible or which also significantly impede or temporarily hinder the proper performance of the contract. Force majeure shall be deemed to be all circumstances which are independent of the will and influence of the contracting parties, such as terrorist attacks, embargo, confiscation, natural disasters, strikes, decisions by authorities or other serious and unforeseeable circumstances for which the contracting parties are not responsible. A circumstance shall only be deemed to be force majeure if it occurred after the conclusion of the contract.

Insofar as our liability is excluded or limited, this shall also apply to the liability of our employees, other staff, representatives and vicarious agents.

## **§ 7 Offsetting, retention**

You shall only have a right of set-off if your counterclaims have been legally established by a court of law or are undisputed or have been acknowledged by us in writing. However, you shall remain entitled to offset against our claims without the above restriction if you assert notices of defects or counterclaims from the same purchase contract.

You may only exercise a right of retention as the purchaser insofar as your claims are based on the same contractual relationship.

## **§ 8 Applicable law, mandatory consumer protection regulations**

This contract shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Mandatory consumer protection provisions of the law of the state in which the consumer has his habitual residence remain unaffected.

## **§ 9 Refund claims in connection with the Corona pandemic**

In the event that the event is not allowed to take place due to legal regulations, the cost of the ticket including Eventbrite fees will be refunded. However, the purchaser shall not be entitled to reimbursement for other expenses such as accommodation costs, travel costs, etc.

