

## General terms and conditions

### § 1 Scope of application

- (1) The following General Terms and Conditions (hereinafter referred to as „GTC“) shall apply as amended to any and all contracts concluded through our website [www.bmw-besuchen.com](http://www.bmw-besuchen.com) (hereinafter referred to as „Booking Platform“) between us, i.e.

monocom GmbH,  
represented by the managing directors Florian Blech and Mihaela Merz,  
Oberweilnbach 1, 84177 Gottfrieding,  
Commercial register: District Court Amtsgericht Landshut  
Commercial register number: HRB 4477  
Turnover tax ID number: DE190454285  
Telephone: +49-382-15750  
Fax: +49-8731 3198-40  
Email: [info@bmw-besuchen.com](mailto:info@bmw-besuchen.com)

and you as our customer.

- (2) These GTCs govern the legally binding ordering and booking of group and individual tours as well as vouchers for such group and individual tours of BMW AG plants in Leipzig, Berlin, Regensburg, Dingolfing, Wackersdorf, Landshut and Steyr (Austria) (hereinafter: „BMW Plant Tours“) via the Booking Platform operated by us. With regard to content and nature of the offer and further details of the BMW Plant Tours, reference is made to the description available on the Booking Platform and further information provided in the booking process.
- (3) Any arrangements concluded between you and us in conjunction with the conclusion of a contract shall result in particular from these GTC and our order confirmation in writing. Deviating conditions stipulated by the customer shall not be binding for us. This shall be applicable even if we do not expressly object to an inclusion.

### § 2 Conclusion of contract; transferability and redemption of vouchers

- (1) The presentation of and advertising for BMW Plant Tours on our Booking Platform shall not constitute a binding offer to conclude a contract.  
The contract shall be concluded exclusively by electronic commerce via our Booking Platform. The ordering process for concluding the contract on our Booking Platform comprises the following steps:

- Choosing a particular offer in the desired specification
- Entering your contact data and billing address, if applicable
- Reviewing and processing of the order and all entries
- Choosing a payment method and filling all required data

- Pressing the button „Place binding order now“
  - Confirmation email with booking confirmation, or
  - Confirmation email acknowledging receipt of an inquiry
  - Reservation confirmation including payment link (if not already provided in step 4)
  - Confirmation mail, including payment and booking confirmation
- (2) You are placing a legally binding order by sending your order through the Booking Platform by clicking on the button „Place binding order now“.
- (3) A contract shall come into effect upon our acceptance of your order by way of a declaration of acceptance given in our order confirmation or upon delivery of what had been ordered (hereinafter referred to as: „**Eligibility to Participate**“) following full payment. Notifications of Eligibility to Participate shall exclusively be sent by email. Upon receipt of the respective email, you shall be eligible to take part in a BMW Plant Tour at the selected location on the date or in the period booked.
- (4) A voucher purchased for one or more BMW Plant Tours shall entitle its holder to independently select dates, times and locations for a BMW Plant Tour via our [Booking Platform](#) and to inquire about an Eligibility to Participate, which is subject to availability. The inquiry may be confirmed by a corresponding declaration of acceptance or by sending a notification of Eligibility to Participate to the email address provided. A legal claim to a specific date shall not exist. Vouchers are freely transferable and can only be redeemed by their respective owner. The buyer undertakes to inform the holder of the voucher about the provisions of these GTC; the buyer, however, shall remain responsible for complying with these provisions.
- (5) The contractual language shall be German. We shall store the text of the contract. The order data, our general terms and conditions, and our legal information on the right of revocation and cancellation (Clause 3) shall be sent to you immediately upon conclusion of the contract by way of a link in your confirmation email.

### § 3 Right of revocation, cancellations

- (1) If you are a consumer (i.e. a natural person within the meaning of Article 13 German Civil Code who places the order for a purpose not attributable to your commercial or self-employed professional activity), you shall have the right of revocation for the purchase of vouchers as stipulated in statutory provisions.
- (2) Consumers have the following right of revocation pertaining to the purchase of vouchers:

#### Cancellation policy for the purchase of vouchers/ right of revocation

You have the right to cancel this contract within fourteen days without giving reasons. The revocation period is fourteen days as of the day on which you or a third party designated by you, which is not a forwarder, took possession of the goods.

Should you wish to exercise your right of revocation you will have to inform us – monocom GmbH, Oberweilnbach 1, 84177 Gottfrieding (Germany), telephone: +49-382-15750, fax: +49-8731-31 98 40, email: [info@bmw-be-suchen.com](mailto:info@bmw-be-suchen.com) – by means of a clear statement (e.g. a letter, fax or email sent by post) on your decision to revoke this contract.

To adhere to the revocation period it shall suffice to send a notification about you exercising your right of revocation before the end of the revocation period.

### Consequences of revocation

If you revoke this contract, we shall refund to you all payments we received from you, including delivery charges (with the exception of any additional costs resulting from your choice of a delivery method other than low-cost standard delivery offered by us), immediately and at the latest within fourteen days following the day on which we received notification that you revoked this contract. For this repayment, we will use the same means of payment used by you for the original transaction unless expressly agreed otherwise with you; under no circumstances will you be charged for this repayment.

We may refuse a refund until we got the goods back or until you provided proof that you returned the goods, whichever happens earlier. You must return or hand over the goods to us without delay and without exception no later than fourteen days following the day you notified us about the cancellation of this contract. This period shall be deemed to have been observed if you send the goods before the expiry of the fourteen-day period. You shall bear the direct costs of returning the goods.

You shall only be liable for any loss of value in the goods if such loss of value is due to you handling the goods in a different way than what is required for testing the goods' nature, properties and functioning.

- End of the cancellation policy -

### Sample revocation form

(If you want to revoke the contract, please fill out this form and send it back).

- To: monocom GmbH, Oberweilnbach 1, 84177 Gottfrieding (Germany), telephone: +49-382-15750, fax: +49-8731-31 98 40, email [info@bmw-besuchen.com](mailto:info@bmw-besuchen.com):
- I/ we (\*) hereby revoke the contract concluded by me/ us (\*) for the purchase of the following goods (\*)/ the provision of the following service (\*)
- Ordered on (\*)/ received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only if communicated on paper)
- Date

(\*) Delete as applicable

- (3) Please note that abovementioned right of revocation is applicable to the purchase of vouchers only. This is because the right of revocation for consumers expressly does not apply to service contracts pertaining to accommodation for purposes other than residential purposes, transport of goods, motor vehicle rental, delivery of food and beverages and the provision of other services in connection with leisure activities, if the contract provides for a specific date or period to provide such services (Section 312g (2) sentence 1 no. 9 German Civil Code BGB).

In addition to vouchers, we also offer other services on our Booking Platform that pertain to leisure activities on specific dates, in particular to admission and the Eligibility to Participate in BMW Plant Tours, wherefore a statutory right of revocation expressly does not exist here. Any order for BMW Plant Tours other than the purchase of corresponding vouchers is therefore binding immediately upon our confirmation and obliges to accept and pay for ordered Eligibility to Participate.

- (4) Notwithstanding Clause 3 section 3, however, we voluntarily grant you the option to cancel your participation free of charge up to 72 hours before the start of a BMW Plant Tour booked by you for individual visitors and up to 7 days for exclusive tours. We will fully refund you any amount already paid by you. However, should you fail to cancel your booking within the specified time limit or to appear on the day of the booked BMW Plant Tour, you will be charged 100 % of the invoice amount confirmed at the time of booking. All cancellations must be made by email or through the cancellation function on our Booking Platform.
- If you cancel your booking in due time, we will refund all payments already received from you without delay and at the latest within fourteen days, beginning on the day on which we receive notification of your cancellation. For this refund, we will use the same means of payment used by you in the original order, unless expressly agreed otherwise with you; you shall not be charged for this refund under any circumstances.

## § 4 Prices and shipping costs

- (1) All prices stated on our Booking Platform are gross prices including statutory VAT. The total price payable by you is calculated on the basis of following components:
- Number of BMW Plant Tours booked, or
  - Number of vouchers booked, or
  - Number of persons booked for individual visitor groups (public tours).

The final price including VAT is detailed in the order mask before you send the order.

- (2) There are no shipping costs, as we send the booking confirmation and your notification of Eligibility to Participate in a BMW Plant Tour electronically to your email address as provided.

## § 5 Terms of payment, offsetting and right of retention

- (1) The purchase price to be paid by you falls due immediately.
- (2) Purchase price payment may only be effected through the payment service provider we use and the available payment options at your own discretion. Wire transfer of payment upon receipt of the respective invoice must be agreed to in advance on a case by case basis and shall be subject to a positive credit screening. We do not offer any other payment methods at present.
- Using the payment service provider enables you and us to process payments. The respective payment service provider used will forward your payment to us. Further information is available on the website of the respective payment service provider. Should you pay by credit card, i.e. without any further payment reminders, you must be the cardholder. If the payment period expires without payment you shall be in default immediately and you shall no longer be entitled to the booked service (i.e. the booked BMW Plant Tour).
- (3) You shall not be entitled to offset against our claims unless your counterclaims are undisputed or have been legally established. You shall be entitled to offset against our claims if you assert notices of defects or counterclaims based on the same contractual relationship.
- (4) You as the buyer may only exercise a right of retention if your counterclaim arises from the same contractual relationship.

## § 6 Entry and Eligibility to Participate; house rules; expiry of Eligibility to Participate and vouchers

- (1) By booking you shall acknowledge and confirm your agreement with the requirements for a BMW Plant Tour as presented on the [Booking Platform](#) during the booking process and in otherwise presented information pertaining to restrictions and limitations (e.g. with regard to photo and video recordings).
- (2) Should you fail to appear on a date booked by you, the Eligibility to Participate in the BMW Plant Tour and the resulting entitlement to benefits shall lapse without compensation.
- (3) Section (2) shall apply to vouchers, accordingly. Vouchers can be redeemed within the statutory limitation period of three years and the BMW Plant Tour can be taken until the end of this period (redemption period). The redemption period begins at the end of the year in which the voucher was purchased.

## § 7 Liability

- (1) We shall be liable to you in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions for damages or compensation for futile expenditure.
- (2) In all other cases, we shall be liable – unless otherwise provided for in Clause 7 (3) – only in the event of a breach of a contractual obligation, the fulfilment of which is essential for the proper execution of the contract, on which you as the customer may usually trust (so-called cardinal obligation), limited to compensation for foreseeable and typical damage. In all other cases, our liability shall be excluded subject to Clause 3.
- (3) Our liability for damages resulting from injury to life, body or health and under the Product Liability Act shall remain unaffected by above limitations and exclusions of liability.

## § 8 Cancellation of BMW Plant Tours

- (1) BMW Plant Tours take place exclusively during ongoing production. For reasons of force majeure that affect the operations of BMW AG and may make BMW Plant Tours impossible, it may be necessary and appropriate in individual cases to cancel or postpone a BMW Plant Tour booked by you. We therefore reserve the right to cancel the agreed date for a BMW Plant Tour with you, even at short notice, or to postpone it in agreement with you. If this does not result in a new appointment, we will fully refund any payments you may have made for a BMW Plant Tour.
- (2) Further claims against us, such as claims for damages (travel costs, accommodation, etc.) shall, however, be excluded in the event of cancellation or postponement of a BMW Plant Tour, i.e. a refund of the purchase price. The regulations made under Clause 7 of these General Terms and Conditions shall remain unaffected hereby.

## § 9 Exclusion of professional or commercial resale of Eligibility to Participate

- (1) Any professional or commercial resale of the acquired Eligibility to Participate shall be prohibited unless otherwise agreed with us in writing.

- (2) For each culpable violation of the aforementioned prohibition of professional or commercial resale you shall pay us a contractual penalty of 2,500.00 EUR. We reserve the right to assert further claims for damages to be offset against the contractual penalty.

## § 10 Data protection

In connection with the initiation, conclusion, handling and reversal of a contract on the basis of these General Terms and Conditions, we will collect, store and process personal data provided by you. This is done in accordance with statutory provisions with due consideration of data protection law. We do not transfer any of your personal data on third parties unless we are legally obliged or authorized to do so and unless you have given your express prior consent to such transfer.

If and to the extent to which a third party is used for services in connection with the handling of processing operations (such as payment service providers), the provisions of the DSGVO, the Federal Data Protection Act and other data protection regulations shall be strictly observed. The data provided by you in the course of the order will be processed exclusively for the purpose of establishing contact with a view to process your contract and only for the purpose for which you have made your data available.

Insofar as we are affected by retention periods of a commercial or tax law nature, some data may be stored for up to ten years. At your request, personal data will be deleted, corrected or blocked within the framework of statutory provisions. Information about all your personal data stored is available free of charge. Please raise any questions and requests regarding to the deletion, correction or blocking of personal data as well as to their collection, processing and use to the following address:

monocom GmbH  
BMW Visitor Service  
Oberweilnbach 1  
84177 Gottfrieding  
089-382-1570  
info@bmw-besuchen.com

Further information is available in our [Data Protection Declaration](#).

## § 11 Property rights

The contents of our Booking Platform as well as the required and used software are subject to industrial property rights and legal regulations for the protection of intellectual property. You acknowledge these rights. You also acknowledge that promotional content from us and/ or BMW AG on this Booking Platform as well as other information you may receive on our Booking Platform is protected by industrial property rights and laws.

## § 12 Applicable law and place of jurisdiction

### (1) Information on online dispute resolution

The EU Commission has created an Internet platform to settle disputes online. The platform serves as a contact point for out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts. Further information is available under: <http://ec.europa.eu/consumers/odr>  
In this context, we are obliged to refer you to our email address [info@monocom.com](mailto:info@monocom.com). We always strive to settle possible differences of opinion resulting from a contract amicably. Furthermore, we have decided not to participate in dispute resolution proceedings before a consumer arbitration board. We are also not obliged to do so.

- (2) The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. If you placed an order as a consumer and if, at the time of your order, your habitual residence is in a country other than Germany, the application of mandatory legal provisions of this other country shall remain unaffected by the choice of law made in Clause 1.
- (3) If you are a merchant and if, at the time of the order, your registered office is in Germany, the exclusive place of jurisdiction shall be the seller's registered office in Landshut. In all other respects, applicable statutory provisions shall apply to local and international jurisdiction.