



General Terms and Conditions (hereinafter "GTC") for bookings via <https://juist.shop/gaestebeitrag/>

§ 1 General, Scope of the GTCs

1.1 The Kurverwaltung Juist, Strandstraße 5, D-26571 Nordseebad Juist (hereinafter referred to as the "Provider"), enables via the website <https://juist.shop/gaestebeitrag> hereinafter "Shop") the booking of the guest fee.

1.2 Customer within the meaning of these Terms and Conditions can be both consumers and entrepreneurs (hereinafter "Customer"). Consumers within the meaning of the Terms and Conditions are natural persons who conclude contracts predominantly for a purpose that can be attributed neither to their commercial nor to their professional activity. Entrepreneurs within the meaning of the Terms and Conditions are natural or legal persons or partnerships with legal capacity who, when entering into a contract with the Seller, act in the exercise of their commercial or independent professional activity.

All deliveries and services shall be provided exclusively on the basis of the following General Terms and Conditions (hereinafter referred to as "GTC") in the version valid at the time of the order.

§ 2 Conclusion of the contract, conclusion of the contract

2.1 Our offer is binding. With your order you accept our offer to conclude a contract. The contract is concluded with the sending of your order to us. You will receive a booking confirmation by e-mail.

2.2 To book the guest fee via our platform, you first need a valid round-trip ticket for the island ferry or the Inselexpress of Reederei Norden-Frisia AG. In the first step, you must scan the QR code of your ticket or enter the ticket number of the ticket. The guest fee will then be calculated based on your travel data and displayed to you in the shopping cart. Click [Next] to get a summary of your order data and you can check all details and delete them via the trash can icon if necessary. Input errors you can thereby

correct that you navigate backwards in the browser or cancel the order process and start over.

In the next step you will create an account or you can log in to an existing account and select the payment method.

To complete the purchase, you must press the button [book with payment].

You will then be redirected to the page our external payment service provider for processing the payment.

After successful payment you will receive a booking confirmation from us by e-mail.

§ 3 Storage of the contract text

We save your booking and the entered booking data. We will send you a booking confirmation by e-mail about the payment of the guest fee and with all order data. You also have the option to print both the booking and the terms and conditions before sending the booking to us.

§ 4 Right of withdrawal for consumers

The following right of withdrawal applies only to consumers in distance selling:

Cancellation policy Right of revocation

You have the right to cancel this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the date of conclusion of the contract.

In order to exercise your right of withdrawal, you must inform us, **Kurverwaltung Juist**, Strandstraße 5, D-26571 Nordseebad Juist, telephone: 04935-800, e-mail: service@juist.de by means of a clear declaration (e.g. a letter or e-mail sent by post) of your decision to withdraw from this contract. You can use the attached sample withdrawal form, which is not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the revocation

If you cancel this contract, we have to you all payments that we have received from you, including the delivery costs (except for the additional costs resulting from the fact that you choose a different method of delivery than the one offered by us,

cheapest standard delivery) without undue delay and at the latest within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

If you have requested that the services begin during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal with respect to this contract compared to the total scope of the services provided for in the contract.

§ 5 Model cancellation form

(If you want to cancel the contract, please fill out and return this form).

To

Spa administration Juist

Beach road 5

D-26571 North Sea resort Juist

Email: service@juist.de

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/provision of the following service (*)

Ordered on (*)/received on (*)

Name of consumer(s) Address of

consumer(s)

Signature of the consumer(s) (only in case of notification on paper)

Date

(*) Delete as applicable.

§ 6 Prices and shipping

6.1 All prices are inclusive of statutory value added tax.

6.2 The paid guest fee is directly linked to your booked ticket. You will receive confirmation of the paid amount by e-mail.

§ 7 Terms of payment

7.1 The amount of the guest contribution to be paid in each case is based on the statutes on the levying of a guest contribution for the island municipality of Juist (guest contribution statutes).

7.2 Payment is made by credit card (we accept Master Card and VISA).

§ 8 Cancellations

In your customer account you have the option to cancel your booking after payment under the menu item Reservation. To do this, click on the button [Cancel reservation] in the line of the reservation ID to be canceled. Your payment will be reversed via the payment method selected for the booking via our payment service provider.

§ 9 Liability for damages and reimbursement of expenses

9.1 If you are a consumer, we are liable for damages according to the statutory provisions.

9.2 If you place your order with us as an entrepreneur, the following shall apply in the event of our contractual liability for damages pursuant to clauses 9.2 to 9.7:

9.2.1 If the claims are based on an intentional or grossly negligent breach of duty by us, our representatives or our vicarious agents, we shall be liable for damages in accordance with the statutory provisions.

9.2.2 If we or our representatives or vicarious agents have breached an obligation due to slight negligence, the fulfillment of which is a prerequisite for the proper execution of the contract, the breach of which jeopardizes the achievement of the purpose of the contract and the observance of which the customer regularly relies on, liability shall be limited to the foreseeable, typically occurring damage.

9.2.3 Unless otherwise stipulated in clauses 9.2.1 and 9.2.2, our liability for damages shall be excluded. The same shall also apply insofar as recourse claims are asserted against us as suppliers pursuant to § 478 BGB.

9.3 The exclusions and limitations of liability under Section 9.2 shall also apply to other claims, in particular claims in tort or claims for reimbursement of futile expenses instead of performance.

9.4 The exclusions and limitations of liability under clause 9.2 shall not apply to any existing claims pursuant to §§ 1, 4 of the Product Liability Act or due to culpable injury to life, limb or health. They shall also not apply insofar as we have assumed a guarantee for the quality of our goods or a performance outcome or a procurement risk and the guarantee case has occurred or the procurement risk has materialized.

9.5 Unless the limitation of liability pursuant to Section 9.2 applies in the case of claims arising from producer liability pursuant to Section 823 of the German Civil Code (BGB), our liability shall be limited to the compensation paid by the insurance company. Insofar as this does not occur or does not occur completely, we shall be liable up to the amount of the sum insured. This clause shall not apply in the event of culpable injury to life, limb or health.

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

9.7 A reversal of the burden of proof is not associated with the above provisions.

§ 10 Customer service

If you have any questions, complaints or claims, please contact us. You can reach us all year round during our core hours from Monday to Thursday 08:30 - 17:00 and Friday 08:30 - 12:30 on telephone number 04935 809 800 or by e-mail at service@juist.de.

§ 11 Online platform (OS platform) / out-of-court dispute resolution

We (service@juist.de) are obliged to refer you to the Online Dispute Resolution (ODR) platform of the European Commission. This can be reached via the following internet address: ec.europa.eu/consumers/odr/.

§ 12 Legal order

12.1 German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

12.2 This choice of law does not affect the mandatory provisions of the law of the state in which the customer has his habitual residence.

Status: August 30, 2022