

## **General Terms & Conditions of the Geowelt Fortuna e.V.**

### **§ 1 Validity**

*The general terms and conditions (GTC) regulate the legal relationships between the association Geowelt Fortuna e. V. (hereinafter referred to as "Geowelt") as operator of the „Visitor’s Mine Fortuna“ and its visitors (customers) of the „Visitor Mine Fortuna“ (hereinafter referred to as "Visitor’s Mine"). The general terms and conditions are in particular part of the contract for the purchase of tickets for a tour of the Visitor’s Mine above- and below-ground. They apply and are valid together with the Visitor’s regulations of the Visitor’s Mine.*

### **§ 2 Admission prices, discounts**

*Geowelt offers various events (tours) and visits, for which different price groups are assigned. For certain events or visits outside the normal opening hours, there will be separate prices charged. Our price list regulates further details.*

### **§ 3 Tickets, reservations, advanced sales, payment options**

*The booking of a visit to the Visitor’s Mine can take place either directly at the box office or by prior booking (both by telephone and online). For larger groups, a prior booking is mandatory. Entry-Tickets as well as Event-Tickets can be purchased online in advance or directly at the box office. Return or/and exchange of Entry-Tickets and Event-Tickets is not possible. Lost Entry-Tickets and Event-Tickets will not be replaced by Geowelt.*

*For certain tours, there are certain conditions and regulations (including the group size and age of the participants) that must be considered and can be found on the price list. The buyer must guarantee compliance with these conditions and regulations (see § 9). The buyer is responsible for the correctness of the participants’ data given during the purchase. If incorrect information is given, the visit or/and the event could be canceled and the purchase price will not be reimbursed.*

*The general terms and conditions apply accordingly for online sales via ticket systems.*

*Payments on site at the cash desk of the Visitor’s Mine are accepted starting a purchase value of € 20 and can be accepted with an ec card and a Girocard. Payments with other kinds of payment cards and credit cards are not accepted.*

### **§ 4 Vouchers**

*The purchase of vouchers is possible. For vouchers ordered directly from Geowelt, a processing fee of € 4.00 per transaction will be charged. Vouchers are valid for 3 years from the end of the year in which the voucher has been issued. Vouchers can only be used once and cannot be combined with other vouchers, discounts or promotions. A redemption or cash payment of vouchers is not possible. No replacement will be made for lost vouchers. Vouchers do not represent reservations and do not entitle entry without prior registration lasting several days. Vouchers are not admission tickets or event tickets, but can entitle you to purchase admission tickets or event tickets.*

#### **§ 5 Conducting of events and guided tours**

The specified booking Schedule represents the start of the event or tour. Every guest must be at the cash desk at least 30 minutes before the start of the event. In case a guest arrives later than the schedule agreed upon, then the regulations mentioned in § 7 "Delays or no-shows of visitors" would apply. If the organizer Geowelt cancels one or more events, then the regulations mentioned in § 8 "Failure of the event" shall apply.

#### **§ 6 Withdrawals/Cancelations by visitors, cancellation**

In case Entry-Tickets and / or Event Tickets for guided tours were booked or purchased in advance are to be canceled by the guest, then the following purchase prices will only be reimbursed through vouchers only:

- Up to 7 days before the day of the event ..... 100%
- Up to 3 days before the day of the event ..... 50%
- From 2 days before the day of the event ..... 0%

These regulations also apply accordingly in case the number of guests in a group or the number of participating persons are being reduced. These regulations are also valid for Bookings through third parties and / or through online booking portals.

#### **§ 7 Delays or no-shows of visitors**

Delays of more than 15 minutes after the start of the event will be considered as no-show by the visitors. If the visitors do not appear, there is no right for any kind of reimbursement of the purchase price.

#### **§ 8 Cancellation of the event, delays in the operational flow**

Geowelt reserves itself the right to postpone or cancel tours offered as well as to postpone or cancel any event offered or to change their operational flow due to weather as well as due to security and technical reasons. In this case, Geowelt can offer rebooking of tickets for a replacement event. Nevertheless, this would be a voluntary service and there is no entitlement to it. A refund of the ticket price is excluded, unless it is not a case of force majeure, but a fault of Geowelt.

#### **§ 9 Suitability/eligibility of visitors; Physical Conditions and regulations**

Our facilities are not completely barrier-free. The various guided tours require a minimum level of physical ability. Before the guest or the Group Leader books or buys an Entry- or an Event Ticket, he or she has to find out from our staff the level of accessibility and the suitability of offers regarding physically or mentally impaired people.

#### **§ 10 Domiciliary right/ authority**

The domiciliary right/authority in the Visitor's Mine is exercised by the respective mine guides and the supervisors. Their instructions must be followed at any time. The supervisors and the tour guides are entitled to issue house/admission bans and are entitled to exclude visitors from participating at offers and events, in particular if the following are violated: safety rules, the rules of conduct for visitors as per regulations of the visitor's Mine, the rules of conduct for visitors traveling on the mine train and any other violations that might occur. People under the influence of alcohol or drugs can be excluded from joining the Tour.

**§ 11 Complaints procedure via online - dispute resolution for consumers (OS)**

*We are not willing and not obliged to participate in a dispute settlement procedure before a consumer arbitration board. <http://ec.europa.eu/consumers/odr/>*

**§ 12 Data Protection**

*The personal data needed for the buyers of Entry-Tickets as well as for the Vouchers are collected, processed and used, in compliance with the applicable data protection law, to the extent necessary for the execution of the contract and the event. Geowelt is entitled to use the stored data for the purpose of customer service. The personal data mentioned here will not be passed on to third parties. Through his/her purchase, The buyer of an Entry-Ticket or Voucher agrees to this.*

**§ 13 Changes and Deviations**

*Geowelt reserves itself the right to change these terms and conditions, for example. due to price changes, changes in the organizational framework, changes in the Laws or the legal situation, changes in the highest judicial decisions or changes in the market conditions. Changes to the terms and conditions will be announced on the internet under: [agb.grube-fortuna.de](http://agb.grube-fortuna.de). Customers can object within a period of 14 days to changes of these terms and conditions. In case no objection have been received, the changes to the terms and conditions will be included in the contract.*