

General terms of reservation and conditions of the Cannstatter Wasen 2022 (GTC) of Brandl GmbH & Co. KG

1. Application

Your reservation (order) in the Fürstenbergzelt for the Cannstatter Wasen through our online reservation area shall be governed exclusively by the general terms and conditions in effect at the time you placed the order as follows, as long as you do not lose consumer protection in your place of residence in Europe. Contradictory terms or requirement to the following provisions shall not apply.

2. Reservation conditions

- a. You can reserve spaces through our online reservation services. Sale or disclosure to third parties is not allowed (e.g. ebay, ticket agencies)
- b. Tables can be reserved for 10 people, in the central aisle, in the gallery, and under the pergola. Tables for 8, 10, or 15 people can be reserved in box 1 and box 3.
- c. Spaces can only be reserved with the acceptance of minimum consumption. The prices per person and per day (all prices include statutory value added tax) are:

Classic	Weekend Standard	Weekend Premium
Sun. – Thu. (except Sunday Oct. 2 nd)	Fr. - Sat.	Fr. - Sat. and Sunday Oct. 2 nd
All spaces	Central aisle, gallery, pergola	Box 1, box 3, house box
€ 36,00	€ 47,60	€ 60,-
incl. 2 drink vouchers of € 11.60 1 food voucher of € 11.40 1 entry wristband of € 1.50	incl. 3 drink vouchers of € 11.60 1 food voucher of € 11.40 1 entry wristband of € 1.50	incl. 3 drink vouchers of € 11.60 1 food voucher of € 11.40 Premium extras of € 13.90 entry wristband Amuse-Gueule Premium seat in the box area

- d. Reservation times:

Classic:

This is a dinner reservation. The reservation time is from 6:00 p.m. to 11:00 p.m. All seats need to be fully occupied by 6:30 p.m.

Weekend standard and Weekend premium:

This can be lunch or dinner reservations. The lunch reservations are from 11:00 a.m. to 4:45 p.m. All seats for lunch reservations need to be fully occupied by 11:30 a.m. The dinner reservations are from 6:00 p.m. to 11:30 p.m. All seats for dinner reservations need to be fully occupied by 6:45 pm

- e. Please note, we need to completely vacate the tent at 5:00 p.m., in order to clean for the dinner guests. The festival tent needs to be left at the end of the reservation time.

- g. Please understand that that the booked reservation time may be exceeded by a maximum of 45 minutes. After that, the tables may be occupied by other guests. If all guests leave the table during the time of the reservation, that table is considered to be free and can be occupied by other guests.
- f. All vouchers may be used for the payment of all foods and beverages on our menu and they are only valid during the Cannstatter Wasen. Beer and food vouchers are only valid during the printed period on the single voucher. You are not entitled to a refund of not used, or partially used vouchers. Abuse (copying, selling, etc.) of vouchers or entry wristbands will be prosecuted.

3. Offers and conclusion of contract

- a. All of our listed prices do not constitute an offer for a conclusion of contract.
- b. Rather, when you make a reservation online, you make a binding offer in our online reservation area, through pushing the “order with liability to pay” button. Your offer will only take effect if you accept these GTC, by ticking the appropriate box. The contract of sale is only reached upon our acceptance of your offer. The acceptance takes place through the confirmation of your order via email within 2 business days. You will also receive an invoice with your confirmation. We are entitled to reject your offer. This is especially applicable, if the desired location and/or reservation times are no longer available.
- c. The amount stated in the invoice shall be paid within 14 days upon receipt of the invoice. Otherwise we are entitled to cancel the contract.
- d. If the Cannstatter Wasen in total, or on the reserved day or at the reserved time, cannot be carried out in whole or in part due to official orders, health considerations or pandemics, security reasons or force majeure or for other important reasons for which the Festwirt / Brandl GmbH & Co. KG is not responsible, the vouchers purchased on the occasion of the reservation will be refunded. Further claims against the Festwirt are excluded.
- e. The hygiene-/corona-regulations – applicable at the time of the event – are binding and do not constitute a reason for constellation.

All information is subject to approval by in.Stuttgart Veranstaltungsgesellschaft mbH & Co. KG. We expressly reserve the right to make changes due to official or other official requirements.

4. Shipping and collection

- a. We deliver the vouchers and the entry bands within Germany and the EU. We deliver with DHL. The shipping fee is a flat rate of € 15 in Germany or € 20 in the EU.
- b. The vouchers and the entry bands are usually shipped within five business days after receipt of the invoice amount, but no earlier than May.
- c. Orders from other countries may be picked up in the tent office up to two weeks before the start of the Cannstatter Wasen from Monday to Thursday 11am – 13pm, upon timely payment of the invoice amount.

5. Right of withdrawal

Withdrawal instruction

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods (vouchers and entry bands).

To withdraw your order, you must inform us (Brandl GmbH & Co. KG, Boschstr. 10, D-85757 Karlsfeld, Phone: +49 (0) 89 / 628 348 27 (at current local rate), Fax: +49 (0) 89 / 628 348 33 (at current local rate), Email: info@fuerstenbergzelt.de) of your decision with a clear statement about your decision to withdraw from the contract (e.g. by letter, fax, or email). You may use the attached withdrawal form, however this is not required.

To observe the withdrawal period it is sufficient to send off the message about the withdrawal in time.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event no later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may refuse to reimburse you until we have received the returned goods or if you have provided proof that you have shipped the goods, whichever is earlier.

You must return the goods immediately, and no later than within 14 days from the day you inform us about the withdrawal. To observe the withdrawal period it is sufficient to send off the goods within the period of 14 days. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Model withdrawal form

(If you would like to withdraw from the contract, please complete and return this form.)

- To Brandl GmbH & Co. KG, Boschstr. 10, D-85757 Karlsfeld, Phone: +49 (0) 89 / 628 348 27 (at current local rate), Fax: +49 (0) 89 / 628 348 33 (at current local rate), Email: info@fuerstenbergzelt.de:

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)

- Ordered on (*)/received on (*)

- Name of the consumer(s)

- Address of consumer(s)

- Signature of consumer(s) (only if this form is notified on paper)

- Date

(*) Delete as appropriate.

6. Liability

- a. We assume unlimited liability for willful misconduct and gross negligence.
- b. In the case of slight negligence, we shall only be liable for violations of the essential contractual obligations, as well as for injuries to life, body and health. In case of breach in simple negligence of essential contractual obligations our liability is limited to the foreseeable losses that are typical of the contract. However, we are never liable for indirect damages and consequential harm, loss of production, loss of utilization, loss of profit, default of savings and damage to the assets of third parties, with the exception of claims arising from infringement of the protection rights of third parties.
- c. The above liability limitations and exclusions do not apply for liability without fault as required by law (e.g. in accordance with the Product Liability Act (Produkthaftungsgesetz)) or for strict liability.
- d. As long as a liability in accordance with paragraph b can be excluded or limited, the same shall also apply to the personal liability of our office employees, factory workforce, staff members, legal representatives and agents.
- e. There is no liability for personal stuff and wardrobe. Suitcases, backpacks and bags as a volume of 3 liters will not be promised in the beer tent as a volume of 3 liters. Please do not leave your own objects unattended at the site. Bringing food and those responsible in the tent is not permitted. Your hospitality bill must be paid for a reservation day with vouchers, cash, EC or credit cards. We bit you to check the correctness of the invoice and the address of the invoice recipient on site. Later complaints won't be considered.