

General Terms & Conditions Lukevent GmbH

1. Signing of travel contract, registration and confirmation of travel

1.1. You can book a tour with us personally, by telephone or in writing. By registering or booking for a tour you are entering into a binding contract with us.

1.2. The travel contract comes into existence with the acceptance of your registration by us in Munich. Acceptance does not require any particular format and is followed by a travel confirmation from us which contains the essential details of the services to be provided, insofar as these are not detailed in a brochure, individual travel offer or internet offer. According to Paragraph 651 insurance and security is activated by the sending of the travel confirmation.

1.3. Should the content of the travel confirmation differ from the nature of your application, because we cannot fulfil your booking request, we are bound by this offer for the period of 10 days. The contract falls under the conditions of the new offer if you specifically express acceptance within this 10-day period, such acceptance can also be in the form of a deposit or full payment.

2. Execution of event contract (Incentives, conferences, congresses, road shows etc.)

Concluded individual event contracts are definitive and binding. The General Terms & Conditions of Lukevent GmbH also apply.

3. Payment / General

3.1. Following registration (immediately after receipt of travel confirmation) please transfer a deposit of 10% of the travel cost, maximum €250,- per person travelling. The outstanding amount is to be paid approx. 3 weeks before travel begins. In return you will receive your travel documents.

3.2. Should you book shortly before travel begins, e.g. before or less than 30 days beforehand, the entire amount is due in full at time of booking.

3.3. Travel documentation will be issued or sent only after receipt of full payment. Please note that our fulfilment of the contract and adherence to dates and terms is dependant on receipt of your payment.

4. Payment / Events of all kind

4.1. Payment conditions are in principle determined individually for each event and determined in each individual contract. The General Terms and Conditions of Lukevent GmbH always apply.

5. Services and prices

5.1. The extent of contractual services is bound by and limited to the description of services contained in our offer and based on the specifications contained in our travel confirmation. Any additional agreements which increase the scope of contractual services must be confirmed in writing by us.

6. Services and prices / Events of all kind

6.1. The extent of contractual services is bound by and limited to the description of services contained in our offer and based on the specifications contained in our travel confirmation. Any additional agreements which increase the scope of contractual services must be confirmed in writing by us or require a new contract.

7. Services and price alterations

7.1. Alterations to and deviations from the agreed service package with respect to specific travel or event contracts which prove necessary after contract closure and which were not in our bad faith, are only permitted if the alterations and deviations are not considerable and do not substantially affect travel as booked or any event as booked. We will immediately inform you of any such changes or deviations in the services we provide to you. Where appropriate you are entitled to change your booking free of charge or to cancel your booking within a reasonable time. This does not affect your warranty as long as the alterations or deviations are shown to be unsatisfactory. With regard to events the individual event contract is relevant. Changes or alterations caused by our service providers for which we are not responsible do not affect the travel or event agreement. This is especially the case with regard to events taking place at other large-scale events such as the Oktoberfest, certain opera festivals or European and World Cup Football matches.

7.2. We reserve the right to alter prices as agreed in our confirmation which are incurred by increasing transport costs or other similar service cost increases such as airport or security fees, exchange rate fluctuation pertinent to the country of travel, insofar as the increase is relevant per person and per seat, and as long as more than 4 months have passed between contract conclusion and the time of travel. In the case of alterations to travel costs after contract conclusion or a major alteration to your travel arrangement we will inform you as soon as possible and, at the latest, 21 days before travel begins. After this point no further price increases are permissible. In the case of a price increase of more than 10% or of major alterations to your travel arrangement, you are entitled to withdraw from the travel contract free of charge or to request a comparable travel arrangement at no extra cost to you so long as we are able to offer you such an arrangement without additional cost to you. If you intend to exercise your rights in the case of price increases or major alterations to your travel arrangements, you must do this immediately after having been informed by us of any increased charges or service changes.

8. Cancellation on the part of the guest, booking transfers, change of guest

8.1. You can cancel your travel contract at any time prior to travelling. In your own interests and to avoid misunderstandings, we strongly encourage you to do so in writing. Receipt of your written cancellation in Munich determines the time of cancellation.

8.2. If you cancel your travel contract or simply do not travel we are entitled to reasonable compensation for costs and expenses incurred. In calculating our compensation we take expenses saved and other possible uses of the travel services into account.

8.3. The amount of compensation per traveller is calculated according to the cost of the travel arrangement. As a rule this compensation is generalised as follows:

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| • up to 95 days before date of travel | 20% of total cost |
| • from 94 to 35 days before date of travel | 30% of total cost |
| • from 34 to 15 days before date of travel | 45% of total cost |
| • from 14 to 7 days before date of travel | 70% of total cost |
| • from 6 days before date of travel | 95% of total cost |

Individual cancellation and/or cancellation cost conditions as specified in the contract have priority.

8.4. Cancellation of admission tickets as included in the total cost is not possible. Tickets can be returned for resale – without guarantee. A refund can only be made to the value of the resale price paid for the ticket (including agent or license fee) and a 45% handling fee will be deducted.

8.5. Booking transfers or change of name of guest will be charged a fee of €150,- and must be requested in writing. This is only possible as long as a flight ticket has not yet been issued. In other cases additional costs will be incurred if a new flight ticket has to be issued.

9. Cancellation of events, booking transfers, change in number of people

9.1. This is individually and contractually determined for each individual event. The General Terms and Conditions of Lukevent GmbH also apply.

10. Services not utilised

10.1. If, due to early departure or other reasons, certain services should not be utilised by the traveller we will make every effort to obtain reimbursement from our service providers. This obligation does not apply if the value of the service is negligible, or if there are legal or official objections. In the event of reimbursement from our service providers, compensation to Lukevent is due.

11 Cancellation by tour operator

11.1. Should the required minimum number of participants not be reached, whether as advertised or officially determined, we reserve the right to cancel the tour up to 2 weeks before departure date.

11.2. We reserve the right to cancel a tour up to 4 weeks before departure date should the number of participants be so small that we would not cover our costs in proceeding and, although all efforts have been exhausted, we cannot proceed.

11.3. You will immediately be refunded the amount paid.

11.4. We will immediately inform you if it can be determined in advance that the required minimum number of participants will not be reached or the conditions as stated in 7.2. apply.

12. Travel insurance

We urgently recommend that you additionally take out comprehensive insurance e.g. luggage, travel health insurance and cancellation insurance, as this is not included in the price. We are happy to take out insurance on your behalf with the leading travel insurer Europäische Reiseversicherung (European Travel Insurance).

13. Cancellation of contract due to extraordinary circumstances

13.1. Should the tour be significantly hindered, endangered or impacted due to unforeseeable circumstances then both the tour operator and the traveller may terminate the contract.

Should the contract be terminated the tour operator is entitled to reasonable compensation for services already provided or for services necessary in order to conclude the tour. The tour operator is furthermore obliged to make all provisions necessary for the traveller to return home as long as and especially if this is required by the original contract. Any additional costs incurred in so doing will be carried by both parties equally. These aforementioned additional costs will be carried by the traveller.

14. Cancellation of event contract due to extraordinary circumstances

14.1. Should an event be significantly hindered, endangered or impacted due to unforeseeable circumstances then both the operator and the customer may terminate the contract. Should the contract be terminated the operator is entitled to reasonable compensation for services already provided or for services necessary to terminate the event.

14.2. Payment and cancellation conditions remain in place. The event contract has validity.

15. Liability of tour operator

15.1. Our services – we are liable within the framework of due diligence for:

- precise travel preparation
- the careful selection and monitoring of service providers
- the correctness of the service descriptions in catalogues and brochures insofar as we have notified you before contract closure of any changes therein according to clause Nr. 3
- the proper fulfilment of the contractually agreed service

15.2. Subcontractors – We are liable for faults of the agents entrusted with the delivery of a service.

15.3. Third-party services – if, either in the context of, or in addition to the tour, transport with public transportation is used and a corresponding ticket is issued to you for this, then we render third-party services insofar as this is stated explicitly in the description of the trip. In this case any liability is regulated according to the transport company's terms and conditions which will be specifically pointed out to the traveller and access to which will be made available to the traveller upon request. Additionally, we are not liable for disruptions in connection with services which are categorised as third-party services and are merely brokered (e.g. sport, culture, excursions, large events etc.) and which are explicitly designated as such in the tour description.

16. Liability of operator

16.1. Our services – We are liable within the framework of due diligence for:

- precise event preparation
- the careful selection and monitoring of service providers
- the correctness of the descriptions of all events and their corresponding services and the proper fulfilment of same.

16.2. Subcontractors – We are liable for faults of the agents entrusted with the delivery of a service.

16.3. Third-party services – if, either in the context of, or in addition to an event, transport with public transportation is used and a corresponding ticket is issued to you for this, then we render third-party services insofar as this is stated explicitly in the description of the trip. In this case any liability is regulated according to the transport company's terms and conditions which will be specifically pointed out to the traveller and access to which will be made available to the traveller upon request. We are also not liable for disruptions in connection with services which are categorised as third-

party services and are merely brokered (e.g. sport, culture, excursions, large events etc.) and which are explicitly designated as such in the event or tour description.

17. Guarantee

17.1. Redress – If the tour or the event is not executed as stipulated in the contract you can demand redress. We can refuse redress if the effort required is disproportionate. Alternatively, we may remedy the situation by substituting an equivalent service of equal value.

17.2. Price reduction – You can demand a reduction of the travel price for the time during which the tour was not rendered in accordance with the contract (reduction). Reduction is based on the value of the tour pursuant to the contract at the time of sale and the value the tour actually has as referred to at the time of sale. No reduction will be given if the traveller culpably neglects to notify a problem to the tour operator.

17.3. Contract termination – If a tour is substantially impaired as a consequence of a deficiency and if the tour operator does not provide a solution within a reasonable period the traveller can terminate the travel contract within the scope of legal provisions – in his or her own interest and expressly to secure evidence in written form. The same applies if a tour is not reasonable for the traveller because of a fault which is obvious to the tour operator. The determination of a period of notice for remedy is then only required if redress is impossible, is refused by us, or if the immediate termination of the contract by the customer is justified. You will then be liable for the part of the travel price which applies to the services rendered insofar as they were of interest to us.

17.4. Compensation – Irrespective of reduction or termination the traveller may claim compensation for non-fulfilment unless the defects of the tour are due to a circumstance for which we are not responsible.

18. Limitation of liability

18.1. Contractual liability limitation – Our contractual liability for damages, which are not personal or physical, is limited to no more than three times the price of the tour.

- Insofar as the damages caused to the traveller were neither deliberately caused, nor caused by gross negligence or
- in as far as the tour operator is responsible for damages incurred by the traveller solely through the fault of a service provider.

18.2. Limitation of criminal liability – Compensation claims against us caused by criminal acts are limited to a maximum of €70.000,- for personal injuries or otherwise to a maximum of €4.000,- insofar as the damages were not caused deliberately or by gross negligence. If the price of the tour is more than €2.500,- then the maximum liability is set at three times the price of the tour. These maximum liability sums apply per person and per tour.

18.3. Statutory limitation of liability – A claim for compensation against us is inasmuch limited or impossible, as international agreements or legal regulations referring to the former, applicable to services delivered by a service provider, can allow claims for compensation only under certain circumstances or with limitations or can exclude them under certain circumstances totally. Insofar as we are contractually a freight carrier, liability is regulated by the provisions of the Air Transportation Act in conjunction with the conventions of Warsaw, The Hague, Guadalajara and the Montreal Agreement (solely for flights to Canada and the USA). As a rule these agreements confine the liability of the air freight carrier for death or personal injury as well as for loss or damage of luggage. Insofar as we are the service provider in other cases, liability is according to the applicable regulations.

19. Obligation to cooperate

19.1. When a disruption or impairment of services does occur the traveller is obliged to do everything reasonable while acting within the law to contribute to remedying the disruption and keeping any damages low. The traveller is especially obliged to draw the tour operator's attention to any complaints he may have in a timely manner. The tour operator is obliged to rectify the situation insofar as this is possible. Should the traveller culpably not inform the tour operator of any shortcomings, faults or defects, his entitlement to claim compensation no longer applies.

20. Exclusion of claims

20.1. The traveller must assert any claims for failure to perform in accordance with the contract within one month of the contractually scheduled end of the tour. If this one-month period has elapsed claims can only be entertained if the traveller was hindered in making a claim through no fault of his own. In your own interest all claims should be made in writing.

20.2. Your contractual travel claims lapse after 6 months. The period prior to lapse begins on the day the tour should contractually end. If you have asserted such claims then the period of limitation is suspended until the day on which we reject these claims in writing. Claims based on criminal acts lapse after 3 years.

21. Entrance and admission tickets

21.1. LUKEVENT uses external ticket providers for sporting or other events offered within the framework of tours. The tour operator is therefore not liable for the execution of such events. The tour operator is also not liable for any claims or damages which may occur during or in connection with such events (compensation, reduction).

22. Passport, visa, customs, foreign exchange and health regulations

22.1. It is the tour operator's duty to inform citizens of the state where the tour is offered about the relevant passport, visa, and health requirements and regulations as well as possible changes before the beginning of the tour. The responsible consulate can provide information to nationals of other states.

22.2. We are not liable for the punctual granting of visas by the relevant embassies or consulates, also not if the traveller instructs us to organise the provision of the visa unless we are in any way responsible for the delay.

22.3. All travellers are personally responsible for adherence to all important travel requirements. Any resulting disadvantages or penalties caused by non-observance of these requirements are at your own cost except in the case where you have been misinformed by us.

23. Invalidity of individual provisions / regulations

23.1. The invalidity of individual regulations or provisions of the contract does not result in the invalidity of the entire contract.

24. Court of jurisdiction

24.1. You can only file a claim against us at our seat of business. For claims on our part against you your residence is decisive unless you are a merchant who has been registered as such in the commercial register or the claim is directed at person or persons who have relocated their residence or usual domicile abroad or whose

residence or usual domicile is not known at the time of filing. In these cases the seat of business of the tour operator is decisive.

25. Data protection

Should you provide us with personal data we collect and process this data only insofar as is necessary and in accordance with the applicable laws of data protection.

Information about how we process personal data and your associated rights can be found in our „Data Protection Information for Clients and Customers“.

This information can be found on our website <http://www.lukevent.com/> under Contact / Legal Disclaimer or you can contact us at info@lukevent.com

26. Tour Operator

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