



General Terms and Conditions for Events

§1. Area of application

- (1) We, Surftown GmbH, Lilienthalstr. 12, 85399 Hallbergmoos ("Surftown," "we," or "us"), also offer events on the grounds of the surf park we operate in Hallbergmoos. The purpose of these general terms and conditions for events ("Event GTC ") is to clearly regulate their implementation from a legal and organizational perspective. The Event GTC serve in particular to ensure the safe, predictable, and uniform handling of events and to protect the legitimate interests of all parties involved.
- (2) The Event GTC apply to all contracts for the organization of all types of events such as group bookings, company events, private parties, or competitions ("Events") concluded with Surftown GmbH. All deliveries and/or services that we provide to third parties ("Customers") in connection with Events at the surf park are subject to these Event GTC. These Event GTC do not apply to the purchase of tickets, membership in the surf park, or the rental of equipment from our surf rental service. They also do not apply to the purchase of goods in our surf shop or in the restaurant. Separate terms and conditions apply in these cases.
- (3) Our Surf Park Rules must also be observed when using the Surf Park in connection with Events. This applies in particular to the requirements for participation in water-related activities. Specific participation requirements may also apply to certain Events, which will be indicated separately. In the event of any contradictions between the Surf Park Rules and these Event GTC, the latter shall take precedence for Events.
- (4) The Event GTC apply exclusively. Any terms and conditions of the Customer that conflict with or deviate from our Event GTC shall only apply if Surftown expressly acknowledges them in writing. The Event GTC shall also apply if we carry out the delivery and/or service to the Customer without reservation in the knowledge of terms and conditions of the Customer that conflict with or deviate from the Event GTC, unless we have waived the validity of the Event GTC in writing.

§2. Conclusion of contract

- (1) The basis of the contractual relationship with the Customer is the respective individual offer from Surftown, in which all services (complete scope of services) are specified. This offer is not yet legally binding. Rather, in the legal sense, it is an *invitatio ad offerendum*, an invitation to the Customer to submit an offer to conclude a contract.
- (2) The booking of an Event requires the Customer to first submit an offer to conclude a contract in writing or in text form. A contract for the performance of an Event is only concluded upon confirmation of the booking by Surftown, whereby the Customer's offer is accepted and the booking becomes binding. This is usually done by sending a written order confirmation or a confirmation in text form by email.
- (3) Surftown will inform the Customer if the services of third parties (e.g., catering by cooperation partners) are also required for the execution of Events. These can either become an integral part of the contract between Surftown and the Customer (in which case the third party is used as a subcontractor of Surftown) or the Customer books these services separately for the Event. If a third party is used as a subcontractor by Surftown, the respective terms and conditions of this third party shall apply to the provision of services by this third party in addition to the Event GTC, insofar as we have made these part of our contract with the Customer in the order confirmation. In such a case, particular attention must be paid to any change or cancellation deadlines of our subcontractor that deviate from these Event GTC, which shall also apply to its services to us in our relationship with the Customer and shall take precedence over the Event GTC.
- (4) The booking of an Event by a natural or legal person is made in their own name and on their own account. However, the person booking the Event is also responsible for the participants they have registered for the Event or who have been admitted to the Event in any other way, in particular for ensuring that they comply with the surf park rules and

follow the instructions of the Event staff. In this respect, the Customer warrants that they are entitled to register additional participants and that they have informed them in sufficient detail of the rules of conduct in the surf park, in particular by passing on the surf park rules and other important documents provided to them by Surftown.

§3. Scope of services and prices

- (1) The specific scope of services and the service period for an Event are set out in the service description valid at the time of booking, which is usually sent to the Customer with the individual offer created by Surftown pursuant to §2(1) and is finalized with the booking confirmation.
- (2) Any additions or amendments that change the content and/or scope of the contractual service must be expressly agreed in writing or in text form by both parties. Unilateral changes or additions by the Customer are invalid.
- (3) Our offers pursuant to §2(1) are subject to change. The prices and/or cost estimates contained therein are non-binding.
- (4) The prices agreed upon at the time of booking in accordance with the booking confirmation are authoritative. All prices are in US dollars and exclude applicable sales tax, unless expressly stated otherwise.

§4. Terms of payment

- (1) Upon conclusion of the booking, the Customer is obliged to pay the agreed remuneration for each individual service, unless a statutory right of withdrawal exists or other contractual rights of withdrawal have been expressly granted.
- (2) The payment terms are specified in the order confirmation.
- (3) Unless expressly agreed otherwise, the remuneration is due for payment to us immediately upon receipt of the invoice by the Customer without deduction. The same applies to advance payments. The deduction of discounts requires a separate written agreement in each case.

§5. Termination and cancellation

- (1) In the event of premature termination of the contractual relationship by the Customer, the Customer remains obligated to pay the agreed remuneration.
- (2) However, Surftown offers the Customer the option of canceling the Event early. In this case, the Customer is obliged to pay the following cancellation fees:

25% of the total price from the time of booking,

50% of the total price 30 days before the start of the Event,

75% of the total price 20 days before the start of the Event,

100% of the total price from 10 days before the start of the Event or in case of no-show.
- (3) The date of receipt of the cancellation by Surftown is decisive. The cancellation must be made in writing.
- (4) If the Customer terminates the contract prematurely or cancels the Event, Surftown will endeavor to keep the damage incurred to a minimum and, if necessary, issue the Customer with a credit note for any expenses saved by Surftown. However, the Customer has no claim to this.
- (5) The right to extraordinary termination for good cause remains unaffected by this.

§6. Number of participants and changes to the Event

- (1) The Customer is obliged to notify Surftown in writing of the binding number of participants for the booked Event at least 10 working days before the start of the Event. This notification forms the binding basis for the further planning of the Event and for the billing of services that depend on the number of participants. If the Customer fails to provide notification or does not do so in a timely manner, Surftown shall base its calculations on the number of participants originally used as the basis for planning or subsequently booking the Event.
- (2) Surftown will take into account a reduction in the actual number of participants at the Event of up to 5% of the number originally reported (or, in the event of late notification, the number originally planned or booked) in the Customer's

favor when invoicing. Any further reductions in the number of participants will not be taken into account in the Customer's favor when invoicing. However, in the case of orders for banquets or pre-determined menus in the restaurant, a reduction in the actual number of participants will not be accepted under any circumstances. In such cases, the food will be invoiced on the basis of the number of participants bindingly notified by the Customer in accordance with §6(1) or, if the notification was not made in due time, on the basis of the number of participants originally used as the basis for planning or subsequently booking the Event.

- (3) If the actual number of participants exceeds the number of participants registered, the actual number of participants will be taken into account when billing. Surftown reserves the right to refuse participation of additional persons for organizational or safety reasons if the number of participants exceeds the originally agreed capacity.
- (4) If the agreed start or end times are changed without Surftown's consent, we may charge additional costs for the provision of services, unless Surftown is at fault for the change.

§7. Work results, intellectual property, and confidentiality in the event of non-award of the contract

- (1) All concepts, illustrations, drawings, sketches, layouts, films, musical works, calculations, and other works and/or services (hereinafter referred to as "work results") created by Surftown within the scope of tenders and presented and/or handed over to the Customer remain the sole property of Surftown. This applies in particular to all property rights, copyrights, rights of use and other protective rights. The Customer shall not be granted any rights of use, reproduction, publication, other exploitation and/or comparable rights, unless a contract is concluded (see §8 below).
- (2) If Surftown does not receive an order after presenting the offer, i.e., if no contract is concluded, the Customer is obliged to return all documents and work results and/or copies thereof to Surftown, regardless of whether they are in physical, electronic, or any other form, or to delete them. The deletion of such documents and work results must be confirmed in writing at Surftown's request.
- (3) The Customer shall treat the work results and all information relating to Surftown's business activities that comes to their knowledge as strictly confidential. Any use, disclosure or exploitation, even in part, without Surftown's consent is prohibited and shall be subject to a fee. The disclosure of information and content to third parties is not permitted. Purchase prices, suppliers or providers of third-party services, presentations, sales figures, business transactions (hereinafter collectively referred to as "Confidential Information") must be treated as strictly confidential. The Customer undertakes to agree in writing to the same confidentiality obligation with all employees and/or third parties (e.g., suppliers, graphic designers, reprographic companies, printing companies, film producers, recording studios, etc.) who have access to the Confidential Information with the prior written consent of Surftown. The confidentiality obligation shall remain in force indefinitely, even after the conclusion of a contract. Exceptions to the confidentiality obligation shall apply in the following cases if
 - Surftown gives the Customer its prior written consent to disclose the Confidential Information to a third party in a specific individual case;
 - the Customer obtains the Confidential Information from a third party before or after the conclusion of the contract without violating this confidentiality obligation, provided that the third party has obtained the information legally and does not violate any confidentiality obligation binding on it by passing it on;
 - the Customer is obliged to disclose the Confidential Information by order of a competent court or authority or other institution or by law or on the basis of the rules of a stock exchange, in which case the Customer must take all reasonable steps to prevent or limit the disclosure of the Confidential Information to the greatest extent possible. If the Customer considers itself to be under such an obligation, it shall, to the extent permitted by law, notify Surftown in writing in good time prior to disclosure so that Surftown can prevent disclosure by taking legal action. In this notification, the Customer shall inform Surftown in an appropriate form, for example by means of a written opinion from a legal advisor, which Confidential Information must be disclosed. The Customer shall only disclose the part of the Confidential Information that must be disclosed. The Customer shall bear the burden of proof for the existence of an exception to the obligation of confidentiality.

§8. Work results, intellectual property, and confidentiality when placing an order

- (1) Insofar as the work results of Surftown constitute works within the meaning of copyright law, the Customer shall acquire, by paying the contractual remuneration, only a simple right to use them within the scope of the contractually

agreed geographical, temporal, and content-related scope (contractual purpose). Unless otherwise expressly agreed in writing in advance, the Customer may only use Surftown's work results within the organization of its company; this does not include companies affiliated with the Customer. All copyrights, rights of use, and other property rights beyond this remain solely with Surftown.

- (2) The reproduction and/or processing of our work results by the Customer requires the prior express written consent of Surftown and, if the work is protected by copyright, of the respective author.
- (3) Any use of Surftown's work results that goes beyond the originally agreed contractual purpose requires Surftown's prior express written consent, regardless of whether these work results are protected by copyright or not. Surftown may make its consent in this regard contingent upon the payment of additional compensation to itself and to the respective copyright holder, the amount of which shall be at Surftown's sole discretion.
- (4) The Customer guarantees to Surftown that it is entitled to use and pass on all texts, claims, logos, trademarks, images, films, musical works, and similar documents that it hands over to Surftown for the purposes of contract execution (hereinafter "contract material") or that it has obtained the prior written consent or transfer of rights from the rights holder. Surftown is not obliged to check for possible infringements of third-party rights to the Contract Material. The Customer undertakes to indemnify Surftown in full against any claims by third parties arising from the infringement of rights to the Contract Material upon first request. In the event that a third party initiates extrajudicial and/or judicial proceedings against Surftown due to alleged infringements in connection with the order material provided by the Customer to Surftown, Surftown shall be entitled to defend itself appropriately with the assistance of legal counsel and to demand reimbursement of the full costs incurred for this from the Customer.
- (5) Surftown is entitled to use the Customer's company name and/or logo as well as film, image, and/or sound recordings of an Event as a reference for its own presentation to a reasonable extent, in particular in advertising brochures, on the homepage, and on Surftown's social media presence.
- (6) Personal data will be processed exclusively for the purpose of conducting the Event.
- (7) Professional photo and film recordings for commercial use are only permitted with the prior written consent of our management.
- (8) The commercialization of an Event, as well as the organization of an Event with the intention of making a profit (e.g., ticket sales, sponsorship), requires the express written permission of Surftown.

§9. Force majeure

- (1) Surftown is entitled to cancel the Event in the event of force majeure, official orders, safety concerns, technical malfunctions, weather conditions (such as storms, heavy rain, thunderstorms, unforeseeable temperature conditions, etc.) or other external, unforeseeable and unavoidable events which, in Surftown's opinion, make the safe execution of the Event wholly or partially impossible or unreasonably difficult, to cancel the Event entirely or at least interrupt it for the duration of the Event. Surftown will try to the best of its knowledge and belief to at least enable the provision of partial services, but is released from its obligation to perform in the event of such an event.
- (2) In the event of cancellation or interruption pursuant to §9(1), the Customer shall remain obliged to pay the order amount confirmed in accordance with §3(4). In favor of the Customer, the cancellation conditions pursuant to §5(2) shall apply if an Event is canceled by Surftown within the periods specified therein. To avoid disadvantages, the Customer is advised to take out Event insurance, especially for large Events.
- (3) The weather-related regulations for the surfing sessions and surfing services are to be found in the current surf park rules and take precedence in this respect.

§10. Warranty

- (1) The statutory provisions apply to the warranty for defects. §11 applies to claims for damages due to defects.
- (2) Insofar as the law provides for claims for defects, these shall become statute-barred one year after the start of the statutory limitation period, with the exception of claims for fraudulent concealment of a defect and claims for damages due to defects.
- (3) The longer statutory limitation period in the case of delivery recourse pursuant to §§ 445a, 445b BGB remains unaffected.

§11. Liability for damages

- (1) Surftown shall be liable in accordance with the statutory provisions for (a) damage resulting from injury to life, limb, or health caused by an intentional or negligent breach of duty; (b) other damage resulting from intentional or grossly negligent breach of duty; and (c) other damage resulting from slightly negligent breach of duty, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely (so-called "cardinal obligations"). In the cases referred to in (c), however, Surftown's liability shall be limited to foreseeable damage typical for the contract, unless a case referred to in (a) or (b) also applies. Otherwise, Surftown's liability is excluded regardless of the legal basis; this applies in particular to no-fault liability for defects in a rented item at the time of conclusion of the contract.
- (2) The parties agree that the foreseeable damage pursuant to §11(1) letter (c) shall not normally exceed 20% of the remuneration payable by the Customer to Surftown pursuant to §3(4) for the execution of the Event.
- (3) If Surftown has assumed a separate guarantee or other no-fault liability, the terms and conditions of the respective guarantee or assumption of liability shall apply to damages resulting from the breach of the guarantee or assumed liability, or alternatively the statutory provisions. §11(1) shall not apply in this respect.
- (4) Claims under the Product Liability Act remain unaffected. §11(1) does not apply to these claims. The same applies to claims under other laws that expressly stipulate that the liability provisions cannot be deviated from in advance.
- (5) Insofar as Surftown's liability for damages is excluded or limited, this also applies with regard to the personal liability for damages of our employees, workers, staff, representatives, and vicarious agents.
- (6) The Customer is liable for all damage to rental objects, equipment, or other property caused by participants, guests, or other third parties within the scope of the Event organized by the Customer. This applies in particular to damage to furniture, technical equipment, Rental Equipment from our Surfrental, and theft. If the perpetrator cannot be clearly identified, the Customer is liable for damages.

§12. Technical equipment and connections

- (1) Insofar as Surftown procures technical and other equipment from third parties on behalf of the Customer, it shall act in the name, on behalf, and for the account of the Customer. The Customer shall be liable for the careful handling and proper return of such equipment. The Customer shall indemnify Surftown against all claims by third parties arising from the provision of such equipment.
- (2) The use of the Customer's own large electrical equipment using Surftown's power grid requires our written consent. Any malfunctions or damage to Surftown's technical equipment caused by the use of this equipment shall be borne by the Customer, unless Surftown is responsible for them.
- (3) Faults in technical or other equipment provided by Surftown will be rectified immediately if possible. The Customer shall not be entitled to a reduction in the remuneration payable in accordance with §3(4) .
- (4) Any exhibition items or other personal belongings brought onto the premises are in the Customer's care and at their own risk. Surftown accepts no liability for loss, destruction, or damage, unless §11 applies.
- (5) Any decorative material brought along must comply with fire safety requirements. Surftown is entitled to request official proof of this. Due to possible damage, the installation and attachment of objects must be agreed with Surftown in advance.
- (6) Any exhibition items or other objects brought to the premises must be removed immediately after the Event has ended. If the Customer fails to do so, Surftown may remove and store them at the Customer's expense. If the items remain in the surf park, Surftown may charge room rental for the duration of their stay. Surftown reserves the right to prove higher damages.

§13. Place of performance

- (1) Unless otherwise stated in the order confirmation, the place of performance and fulfillment is the registered office of Surftown.
- (2) In the event of purely commercial use by a Customer not based in Germany, the place of performance shall be transferred to the registered office of the recipient of the service, i.e. the Customer. In this case, the Customer shall

not be liable for German sales tax (reverse charge procedure). The burden of proof for purely commercial use lies with the Customer. This must be indicated in good time before the offer phase.

§14. Final provisions

- (1) The substantive law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) The exclusive place of jurisdiction is the registered office of Surftown GmbH, provided that the Customer is a merchant, a legal entity under public law, or a special fund under public law. However, Surftown is also entitled to sue the Customer at its place of business.
- (3) Should any provision of these Event GTC or of the other agreements made be or become invalid, this shall not affect the validity of the remaining provisions.
- (4) Should the meaning of any provision of this English translation of the Event GTC deviate from the German language version or should any other difficulties of interpretation arise, the German text of the Event GTC and its interpretation shall prevail over this English translation.

Status: August 2025; subject to change.