



MEMBERSHIP CONDITIONS SURF PARK 2025

§1. Area of application

- (1) We, Surftown GmbH, Lilienthalstr. 12, 85399 Hallbergmoos (hereinafter referred to as "Surftown", "we" or "us"), offer you (hereinafter referred to as "you" or "your") the opportunity to purchase a membership for our surf park. This requires legal rules, which are set out in these membership conditions (hereinafter referred to as "Membership Conditions").
- (2) These Membership Conditions apply to your membership, which is agreed between you and us, Surftown. These Membership Conditions do not apply to ticket purchases and the booking of surf or bodyboard sessions, the rental of surf equipment or the purchase of goods in our surf shop or in the gastronomy. There are separate general terms and conditions for these.
- (3) In the following, we refer to you, for example, as a member, surfer, participant, day guest, visitor or accompanying person and always mean you as a woman, man or diverse person. This also applies to the members of our team and all other persons referred to in these Membership Conditions.

§2. Conclusion of contract

- (1) In our ticket shop you have the opportunity to book a membership at the surf park. We are not yet making you an offer to take out a membership.
- (2) You can initially place the desired membership in the shopping cart of the ticket shop without obligation and correct your entries at any time before submitting a binding order.
- (3) Before you can submit your membership request, you must register with your personal details in our ticket shop. Upon registration, a customer account with a central login will be created for you, which you can use to book surf and bodyboard tickets and sessions as well as purchase other goods and services from Surftown. By registering, you guarantee that you are at least 16 years old.
- (4) By submitting the order via the ticket shop by clicking on the correspondingly labelled button, you are placing a legally binding order with which you are making us an offer to conclude a membership in the surf park.
- (5) We will immediately confirm receipt of your order placed via our ticket shop by e-mail if you have specified your payment method when placing the order and we can collect the amount due. With our e-mail, we also declare our acceptance of your contract offer. A contract for membership is only concluded between us when we accept your order by means of an express declaration of acceptance.
- (6) With our e-mail accepting your contract offer, we will send you these Membership Conditions as link on a durable medium (e-mail). This text of the contract will be stored by us in compliance with data protection regulations.
- (7) If you purchase your membership from us at the surf park at check-in, the contract is concluded when you submit an offer to purchase the membership, and your contract offer is accepted by a member of our team at check-in. In this case, we will register you with your personal data in our ticket shop on site and add the membership to your customer account.
- (8) Any transfer of the benefits acquired through your membership is prohibited, regardless of whether this is for commercial, business or private purposes. Furthermore, Surftown reserves the right to terminate the membership of any person who violates the aforementioned prohibition without notice and without refunding the membership fee already paid.

§3. Subject matter of the contract

- (1) When you purchase a membership, you will receive a package of selected services and benefits from us for the duration of your membership, see §5.

- (2) The membership term begins on the day the contract is concluded, but no earlier than 01.01.2025, and ends on December 31 of the calendar year of the membership. The membership is not automatically renewed and must be purchased again for the following year. Ordinary termination of the membership is excluded.
- (3) We reserve the right to make changes to the benefits and services included in the membership, their structure and the membership fee at the turn of the calendar year.

§4. Right of revocation

- (1) A right of revocation only exists if required by law.
- (2) If you have purchased your membership in our ticket shop privately, i.e. not as a company or for commercial or other professional purposes, you have a statutory right of revocation.
- (3) Your right of revocation expires if you have claimed the (first) membership benefit in accordance with §5 and this has only taken place after you have given your express consent and at the same time confirmed your knowledge that you will lose your right of revocation upon complete fulfillment of the contract by us (§ 356 para. 4 sentence 1 BGB).
- (4) Your right of revocation is also subject to the provisions set out in detail in the following revocation policy

Right of revocation

You have the right to revoke the contract for your membership within fourteen days of concluding the contract. To do so, you must inform us by letter (to Surftown GmbH, Lilienthalstr. 12, 85399 Hallbergmoos) or email (to **contact@surftown.de**) of your decision to revoke. You do not have to give any reasons for this and to meet the deadline you only have to send the letter or e-mail in good time before the deadline expires.

Consequences of revocation

If you revoke the contract, your membership will be canceled, and we will refund your membership fee as quickly as possible in the same way as we received your payment. You will not incur any costs for this. At the same time, all membership benefits will lapse, and we will cancel all tickets and packages that you have purchased as a member and refund the purchase price you have paid.

Sample revocation form

If you wish to withdraw from the contract, you can use **this sample revocation form** and send it back to us.

- (5) If you do not have a right of revocation, you are not permitted to unilaterally cancel the membership, unless you have other legal rights to terminate or otherwise cancel the membership contract.

§5. Membership benefits

- (1) Access to the packages with the highest price advantages
 - a) It is intended, but cannot be guaranteed for the entire duration of your membership, that you as a member will have exclusive access to the following packages via the ticket shop for the duration of your membership:
 - Package 25x A-Frame (redeemable for all surf sessions (a) in A-Frame mode in the levels Progressive to Pro and (b) in Beginner mode in the levels First-Timer, Rookie and Kids)
 - Package 50x A-Frame (redeemable for all surf sessions (a) in A-Frame mode in the levels Progressive to Pro and (b) in Beginner mode in the levels First-Timer, Rookie and Kids)
 - Package 10x Point Break (redeemable for all surf sessions in Point Break mode in the levels available and bookable in the ticket shop).
 - b) The sessions include the services specifically assigned to the respective session and level – these can be found in detail at <https://surftown.de/en/surf/level>.
 - c) Additional services that are not part of the scope of services of the selected session, such as rental equipment, coaching or photo and video recordings, are not included and can be booked for a fee on request.

- d) Access to the packages mentioned is granted for the period of active membership. During this time, the packages can be purchased by members via the ticket shop. This requires a login to the website with the customer account.
 - e) When the membership expires, access to the above-mentioned packages automatically expires. However, the sessions from the packages purchased during the period of active membership remain available in the customer account until the expiration date of two years from the date of purchase.
 - f) Our General Terms and Conditions of Ticket Sales apply to the purchase of your packages, which you can view at <https://surftown.de/en/terms-and-conditions>.
- (2) 10% discount on all individual bookings of surf sessions and coaching experiences
- a) During the membership period, every member receives a 10% discount in the ticket shop on the purchase of a single session in A-Frame mode in the Progressive to Pro levels, as well as on all coaching experiences. This 10% discount cannot be applied to the purchase of packages, as the packages are already discounted. As long as there are still open sessions from an existing package available in the respective customer account or sub-account for family members, it is not possible (without offsetting the session credit) for the holder of the respective package to book individual tickets.
 - b) In the digital booking process, the discount is automatically applied to the corresponding products in the last step of the payment process. Please note that the discount will only be applied if you are logged into your customer account and book the session for you, but not for a family member.
 - c) The discounted surf sessions and coaching experiences are personal and only valid for the person who has purchased them as a member. No discounted sessions can be booked for family members unless they are also members.
 - d) The discount on coaching experiences can be applied as soon as they are offered as products in the ticket shop. There is no entitlement to replacement services if the coaching experiences are not available during the membership in 2025.
 - e) Our General Terms and Conditions of Ticket Sales apply to the purchase of tickets, which you can view at <https://surftown.de/en/terms-and-conditions>.
- (3) Access to regular, exclusive member sessions
- a) As a member, you will have access to exclusive member sessions during the period of your active membership (current calendar year) with a valid ticket.
 - b) Member sessions take place at regular intervals and are marked in the booking calendar ("only bookable for members"). The booking process for member sessions is identical to that for regular sessions.
 - c) The member sessions take place weekly in A-Frame mode at Intermediate, Advanced and Expert levels.
 - d) There is no entitlement to a minimum number of member sessions per week or year for members. The "first-come first-surf" principle applies.
 - e) We reserve the right to adjust the number and design of the member sessions, as well as the levels at which they are offered, according to capacity utilization and demand.
 - f) If the member session is canceled or interrupted, the same rules apply as for our regular sessions. These can be found in our General Terms and Conditions of Ticket Sales, which you can view at <https://surftown.de/en/terms-and-conditions>.
- (4) EUR 50 voucher for the surf shop
- a) As a member, you will receive a one-off voucher for EUR 50 (gross) for the purchase of goods in our surf shop. The voucher will be stored in your customer account. For the sake of clarification, it should be mentioned that session vouchers are not goods.
 - b) The voucher can only be redeemed on site in our surf shop at the checkout if you purchase goods from our surf shop with a purchase value of at least EUR 150 (gross).

- c) The voucher is not personal. When purchasing on site, the customer account must be communicated to check the membership status. The member of our team in the surf shop can then assign the EUR 50 voucher to the purchase of the goods on site.
 - d) The voucher is only valid during the membership period. If the voucher has not been redeemed, it will expire at the end of the membership year.
 - e) For your purchase of goods and their possible exchange or return, the General Terms and Conditions of Sale Surfshop apply, which you can view on site.
- (5) 30% discount for rental equipment
- a) For the duration of your active membership, you will receive a 50% discount on all rental equipment in our surf rental: this includes surfboards and bodyboards, fins, wetsuits and neoprene accessories. Please note that we can only grant you the discount for the rental of a surfboard or bodyboard for the first rental on one day.
 - b) The discount can only be redeemed on site at the surf rental and not in advance when booking via the ticket shop. The discount assigned to your customer account will be granted to you by a member of our surf rental team when renting equipment.
 - c) The discount is personal and can only be used by the person who has an active membership at the time the discount is redeemed.
 - d) Your rental equipment is subject to the Rental Conditions Surfrental, which you can view at <https://surftown.de/rental-terms>.
- (6) Year-round access to the restricted area and personal member RFID wristband
- a) As a member, you receive free access to the restricted area of the surf park for the validity period of your active membership. Excluded from this are days and periods on which exclusive or chargeable events take place on the premises.
 - b) Access is stored in your customer account in the system and on your personal member RFID wristband on your first visit. From then on, you can use the wristband to enter the restricted area directly. Access is only granted for the duration of your active membership.
 - c) It is not permitted to take other people with you – they can purchase a day ticket at check-in. However, you may take children up to the age of 14 into the restricted area if they are supervised. After the membership expires, access is automatically deactivated and can only be reactivated for the following year if a new membership is purchased.
 - d) If you lose your wristband, please contact our check-in or our customer service. You will then receive a new Member RFID wristband on site. Your old Member RFID wristband will be deactivated if you lose it.
 - e) You will receive your personal member RFID wristband on your first visit to the surf park after completing your membership. The wristband will be linked to your customer account once by a member of our team at check-in.
 - f) After linking to the customer account, you can use the member RFID wristband for direct access to the restricted area.
 - g) You can load your sessions directly onto your member RFID wristband during the booking process.
 - h) If you already have a member RFID wristband from the previous membership year, you can have your membership 2025 transferred to the wristband at the check-in and continue to use it.
- (7) Invitation to exclusive member events and member newsletter
- a) As a member, you will receive invitations to exclusive events and functions, as well as information about special member offers via the member newsletter.
- (8) One beginner session to be given away per year
- a) As a member, you can give away one voucher for a beginner session per year. When you sign up for membership, we will send you a voucher code for a beginner session by e-mail. The voucher code is not personal and can be used flexibly.

- b) The voucher code is valid for two years from the date of issue. Only one voucher code can be used per booking.
- (9) 20% discount on all individual bookings of videos and photos at Flowstate
- a) For the duration of your active membership, you will receive a 20% discount on all individual bookings of videos and photos from your session at Flowstate.
 - b) Excluded from the discount are multi-packs, as these are already discounted.
 - c) The discount is automatically saved in your Flowstate customer account after you have completed your membership. It is important that the same email address is used in both your Flowstate account and your SurfTown customer account.

§6. Payment of the membership fee

- (1) The annual fee for your membership, which we show in the ticket shop, is due immediately upon conclusion of the contract.
- (2) The provisions in §6 of our General Terms and Conditions of Ticket Sales, which you can view at <https://surftown.de/en/terms-and-conditions>, apply accordingly to the terms of payment, offsetting and the right of retention.

§7. Warranty

- (1) The statutory provisions shall apply to the warranty for defects. Insofar as the law provides for claims due to defects, these shall become time-barred one year after the statutory commencement of the limitation period, with the exception of claims due to fraudulent concealment of a defect and claims for damages due to defects. The following applies to claims for damages due to defects §8.
- (2) We do not assume any warranty for the services of third-party companies that we merely broker. Your warranty rights against the respective third-party contractor remain unaffected by this.

§8. Liability for damages

- (1) We shall be liable to you in accordance with the statutory provisions for (a) damages resulting from injury to life, body or health that are based on an intentional or negligent breach of duty; (b) other damages that are based on an intentional or grossly negligent breach of duty; and (c) other damages that are based on a slightly negligent breach of a duty whose fulfillment is essential for the proper performance of the contract and on the observance of which the contractual partner may regularly rely (so-called "cardinal obligations"). In the cases of letter (c), however, our liability is limited to foreseeable damage typical for the contract, unless a case of letter (a) or (b) exists at the same time. Otherwise, our liability is excluded, irrespective of the legal grounds; this applies in particular to strict liability for defects in a rental object at the time the contract is concluded.
- (2) Insofar as we have assumed a separate guarantee or other strict liability, the conditions of the respective guarantee or assumption of liability, or alternatively the statutory provisions, shall apply to damages arising from the breach of the guarantee or assumed liability. §8(1) shall not apply in this respect.
- (3) Claims arising from the Product Liability Act remain unaffected. §8(1) shall not apply to these claims. The same applies to claims arising from other laws that expressly stipulate that the liability regulations cannot be deviated from in advance.
- (4) This §8 also applies to any liability of our legal representatives, employees and freelancers.
- (5) The instructions of the surf park staff as well as the instructions on the signage in the surf park must be followed at all times within the surf park and in particular at and in the wave pool in order to ensure safety. This applies accordingly to our events.

§9. Data protection

- (1) We collect and store the data necessary for the processing of the contract for membership. When processing personal data, we observe the statutory provisions.
- (2) Our data protection provisions, which we have set out in our privacy policy and which are available at <https://surftown.de/en/privacy-policy>, shall apply.

- (3) You have the right to information about the data stored about you and, in addition, all other rights that are specified in our privacy policy.

§10. Final provisions

- (1) The law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). If you have made the membership booking as a consumer and have your habitual residence in another country at the time of your booking, the application of mandatory legal provisions of this country remains unaffected by the choice of law made in sentence 1.
- (2) The exclusive place of jurisdiction is the registered office of Surftown GmbH, provided that you are a merchant, a legal entity under public law or a special fund under public law. If you have made the membership booking as a consumer with habitual residence in the EU, the applicable statutory provisions shall apply to the jurisdiction instead. Hallbergmoos is agreed as the place of performance for deliveries and payments.
- (3) The EU Commission has created an internet platform for the online settlement of disputes. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts. Further information is available at the following link: <https://ec.europa.eu/consumers/odr/main/>. We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.
- (4) Should any provision of these Membership Conditions and the other agreements made be or become invalid, this shall not affect the validity of the remaining Membership Conditions.
- (5) Should the meaning of any provision of this English translation of our Membership Conditions deviate from the German language version or should any other difficulties of interpretation arise, the German text of our Membership Conditions and its interpretation shall prevail over this English translation.

Status: December 2024; subject to change.