TIMERIDE GmbH

General Terms and Conditions of Business (GTCB)



1. Contents of the experiences

a. TimeRide GmbH and its vicarious agents reserve the right to change, close or remove individual components or systems for technical, operational, or other reasons without prior notice. In such cases, no refund of the ticket can be made.

2. Participation in our experiences

- a. The customer undertakes to follow the instructions of the staff of TimeRide GmbH or a vicarious agent to be able to guarantee a regulated process, as well as to refrain from disruptions to the course of the experience, of any kind.
- b. Our experiences are suitable for children from the age of 6. Children under the age of 6 are not allowed to use VR glasses (headset) and are not allowed to enter the experience. The reason for this is that the headset is not available in (small) children's sizes, and incorrect size setting promotes health problems. In addition, virtual reality sequences shown by a young child can often not be cognitively processed correctly. Children between the ages of 6 and 12 must be accompanied by an adult.
- c. If alcoholic beverages are served at an event, they will only be served to persons who can prove that they are over 16 years of age. Children under the age of 16 are allowed to participate in the events and receive non-alcoholic beverages as an alternative.
- d. Animals of any kind are not allowed on TimeRide.

3. Tickets for our Experiences

- a. The terms and conditions of the respective ticket service provider apply to purchased online tickets.
- b. We are not obliged to refund tickets or vouchers for our experiences purchased by the customer via public booking portals (e. g. Cologne Tourism, GetyourGuide, KölnTicket, etc.). The terms and conditions of the respective portal apply.
- c. Purchased tickets only and exclusively entitle the holder to attend the experience printed on the respective ticket on the specified date. Other services are not included in the ticket price unless they are noted on the ticket.
- d. For people with a degree of disability of 70% or more, the reduced price applies. With the addition of "B" on the front of the card, accompanying persons receive free admission. During the VR ride, the accompanying person does not take part in the VR tour but takes over the supervision. If the accompanying person would like to participate in the VR tour at the same time as the person to be accompanied, he or she will pay the reduced price.
- e. If reduced admission prices have been used, appropriate proof of eligibility (e. g. student ID etc.) must be shown at the admission control. If proof of entitlement to discounts cannot be provided, the difference to the regular ticket must be paid retrospectively.
- f. If there are many visitors, there may be waiting times. We therefore strongly recommend that you arrive on site in good time. In case of lost ticket or late arrival, we cannot guarantee admission.
- g. TimeRide reserves the right to refuse access without further explanation. In this case, we will refund the price of the respective ticket.
- h. Tickets and change must be checked for completeness and correctness immediately upon receipt. Later complaints are excluded. If tickets are purchased via the online ticketing system, this obligation to check applies to the confirmation e-mail, the electronic ticket (eTicket) as well as to tickets issued later.
- i. TimeRide GmbH is permitted to check the purchased tickets. Participants must verify themselves by means of the officially received ticket in electronic or paper form. This check also applies to third-party tickets
- j. All our entry prices are gross prices. This means that the price includes statutory sales tax. This also applies to all tickets purchased by companies or other commercial customers.

Group Bookings

- a. Groups of 8 or more people can take advantage of a discounted group rate if the respective experience offers it. The exact number of people must be indicated at the time of booking. If the number of participants falls to less than 8 people when the tickets are modified, then the discounted group price will be waived.
- b. Group reservations through our Guest & Ticket Service Team (tickets@timeride.de) can be cancelled or modified free of charge up to 1 month before the date of the visit. 1 month before the date of the visit, the reservation becomes a binding booking. The invoice amount is due no later than 1 month before the day of the visit. If the invoice amount is not paid on time, the reservation will automatically expire, and the tickets will go on sale again. A new reservation on the original date will not be made by our Guest & Ticket service team.
- c. Even in the event of a no-show, the full price of the booked services must be paid.
- d. In case of no-show on the date of the visit, the entitlement to the visit expires, but the full price of the booked services must still be paid. Therefore, if you have not already done so, the bill must still be paid. It is not possible to repay an invoice that has already been paid.

5. Credit notes

- a. Vouchers are valid until the end of the year and then for a full 3 years. Example: Date of purchase: up to and including 31.12.2023 = validity: 31.12.2026; Date of purchase 05.01.2024 = Validity: 31.12.2027.
- b. Vouchers are only valid for the specific location.
- c. Redemption can be made online at www.timeride.de or at the respective location at the checkout.
- d. Vouchers can be used in the amount of their value. The value is inclusive of the statutory value added tax.
- e. Vouchers in which an equivalent value in the form of a service or a good is clearly defined are valid exclusively for the specific good or service.
- f. Vouchers can only be used to pay for a service. A claim for cash payment of the vouchers is excluded. Vouchers are to be treated as cash: if a voucher is lost, it will not be replaced.

6. Cancellation policy and declaration of withdrawal of the customer

- a. Contracts for the purchase of tickets in connection with leisure activities for which a specific date or period is provided are not subject to the right of withdrawal. This means that there is no two-week right of withdrawal and return.
- b. Even if the customer does not show up, the booked services are to be paid by the customer in full without deduction.
- c. It is equivalent to a declaration of withdrawal if the customer and/or the registered participants do not arrive punctually at the agreed meeting point. In this case, the customer is also obliged to provide the agreed services in full.
- d. Until the start of the event, each registered participant can be replaced by another person. The tickets are therefore not personal or name related. The participant does not have to inform TimeRide GmbH about this. In this context, the customer must comply with the above-mentioned participation requirements.
- e. The weather conditions are not a reason for withdrawal. Special regulations may arise due to official severe weather warnings issued by the respective local severe weather centres at the location of the city tour.

7. Termination of the contract

a. If the performance of the Experience is made considerably more difficult, endangered, or impaired as a result of force majeure that could not have been foreseen at the time of conclusion of the contract, both TimeRide GmbH and the customer may terminate the contract. Force majeure is defined as an external event that is unavoidable and unforeseeable.

8. Liability

- a. (Participation in the city tour as well as the journey to the meeting point or departure from the destination is at the customer's own risk. TimeRide GmbH is not liable for damages incurred and caused by the customer. The customer is hereby informed that a generally good state of health must be present to participate in the city tour.
- b. Within the scope of its duty of care, TimeRide GmbH is liable for the conscientious preparation, the careful selection and monitoring of the service providers, the correctness of the service description and the proper provision of the contractually agreed services. In the event of a culpable breach of contract regarding main contractual obligations or in the event of culpable non-performance of the contract, the liability arising from the contract for damages that are not bodily injury is limited to a maximum of the amount of the agreed fee in each case, if damage to the customer is not caused intentionally or through gross negligence by TimeRide GmbH. In the event of a merely negligent breach of duty regarding other property damage by TimeRide GmbH or by a vicarious agent, liability is limited to the foreseeable damage typical of the contract. The assertion of further claims against TimeRide GmbH regarding contractual breaches of principal obligations is excluded.
- c. We are liable without limitation for culpable injury to life, body or health caused by us or our vicarious agents. The same applies to damages resulting from breaches of duty caused intentionally or by gross negligence on the part of us or our vicarious agents, insofar as no essential contractual obligations have been breached.
- d. In the event of a breach of essential contractual obligations by us or our vicarious agents, we are liable for any culpable conduct. However, our liability in the event of a slightly negligent breach of these obligations is limited to foreseeable damages typical of the contract.
- e. Any further liability is excluded. The provisions of the Product Liability Act remain unaffected.
- f. As a matter of principle, no liability is assumed for items brought along. This applies in particular to items that have been left lying around or lost.
- g. Parents. or guardians or guardians are liable for their children in the event of a breach of their duty of supervision.

9. House rules

a. Photography is only allowed without flash. The making of video/audio recordings is not permitted.

- b. The consumption of food and beverages brought along during participation in our experiences is not permitted.
- c. Smoking is not permitted while participating in our Experiences.
- d. Staying in the entrance area of our Experiences is only permitted for the purpose of purchasing tickets / vouchers or merchandise items or to provide information about the offer. Entry to the public areas behind the admission control is only permitted with a valid ticket, entry to non-public areas and the operating rooms is prohibited.
- e. For the duration of your stay at TimeRide, you undertake to use the house with care, especially the furnishings and inventory.
- f. Furthermore, you undertake to follow the instructions of the TimeRide staff and to refrain from disruptions to the operation and management of any kind. Mobile phones and other electronic means of communication as well as acoustic signalling devices of all kinds are to be kept out of service throughout the store, the use of optical pointing devices (e. g. laser pointer) is prohibited. In the interest of trouble-free operation, TimeRide is entitled to request the user of one of the above-mentioned devices to immediately decommission the device or the customer to leave the shop after prior warning and renewed infringement. The ticket price will not be refunded in this case.
- g. The technical equipment must be handled with care, and our exhibits must not be touched. Visitors are liable for any damage they culpably cause. During their stay at TimeRide, guardians and guardians have the duty to supervise their children and to ensure that the safety of the exhibits and technical equipment is not endangered. Parents or guardians are liable for their children, or the children entrusted to them. TimeRide GmbH is not liable for any damage to private property incurred during your stay at TimeRide.
- 10. User instructions for handling VR technology/head-mounted display (HMD, VR glasses, headset)
 - a. By acknowledging the T&Cs, the customer was informed about the safety instructions for the use of the Head-Mounted Display (hereinafter referred to as HMD), which will be used during the city tour. These special instructions are intended to prevent or reduce injuries, discomfort, and property damage.
 - b. The use of unauthorized devices, accessories and/or software may result in harm to any person. Therefore, a seat may not be left during an Experience or the group.
 - c. The HMD should not be used if you are tired, under the influence of alcohol or drugs, suffer from stomach and intestinal problems and/or generally feel physically unwell.
 - d. It is better not to use HMD if you are pregnant, if you already suffer from binocular vision disorders or mental illnesses, as well as if you have heart disease or other serious illnesses.
 - e. The use of an HMD can also lead to seizures and epilepsy, even if there is no known pre-existing condition.
 - f. The HMD produces an immersive virtual reality that distracts users from the actual environment and blocks the view of it.
 - g. The HMD can lead to imbalances.
 - h. Serious injuries can result from tripping, standing up or hitting walls, furniture or other objects.
 - i. Participation in the Experience should be interrupted immediately if the following symptoms occur: seizures, fainting, visual impairment, eye and muscle twitching, involuntary movements, altered, blurred or double vision or other abnormalities in vision, dizziness, disorientation, disturbances in the sense of balance, impairment of the hand-eye coordination, excessive sweating, increased salivation, nausea, light-headedness, discomfort or pain in the head or eyes, drowsiness, fatigue, or any symptoms similar to motion sickness or seasickness.
 - j. As with the symptoms that some people may experience after leaving a ship, the symptoms that may occur after a virtual reality experience may persist for some time and become more evident a few hours after use. Symptoms that occur after using virtual reality can include the symptoms listed above, but they can also include excessive drowsiness and a reduction in multi-tasking abilities. These symptoms can put you at increased risk of injury when participating in the usual activities in the real world.
 - k. If you suffer from the above symptoms, you should not drive a vehicle, operate machinery or engage in any other activity that is particularly demanding on your visual or physical performance and that may lead to serious consequences (i.e. activities in which the onset of symptoms may result in death, injury or damage to property), or other activities that which require good balance and hand-eye coordination (e.g. sports or cycling) as long as you have not fully recovered from all symptoms.
 - l. The HMD should not be used again until all symptoms have subsided for several hours. You should also make sure that the HMD is set correctly before reusing them.
 - m. If severe and/or persistent symptoms occur, a doctor should be consulted.
 - n. Repetitive Stress Injury: Using the HMD can lead to muscle or joint pain or pain in the skin. If any part of the body becomes tired or inflamed during the use of the glasses or any of their components, or if you experience symptoms such as tingling, numbness, burning or stiffness, then use should be interrupted and you should rest for several hours before using the HMD again. If you continue to

- experience any of these symptoms during or after using HMD, or if you experience any of the symptoms described above or other physical ailments, discontinue use and seek medical attention.
- o. There are built-in speakers in the HMD that contain magnets and components that emit radio waves. This can affect the functionality of nearby electronic devices, including pacemakers, hearing aids, and defibrillators. Those affected should only use the HMD after consulting their own doctor or the manufacturer they trust.
- p. Despite careful cleaning of the glasses, the risk of infection of diseases (infection of the eyes, skin or scalp) is not excluded.

11. Special regulations during a pandemic

- a. During a pandemic, the current regulations set by the federal or state government apply in our stores.
- b. When visiting TimeRide, it is also important to pay attention to the appropriate local recommendations of the locations regarding the behaviour of the visitors.
- c. In case of non-compliance with the rules, we reserve the right to refuse access to the store and participation in TimeRide. The ticket price will not be refunded in this case.

12. Venue

- a. If participants are not consumers, but merchants, a legal entity under public law or a special fund under public law, then our registered office in Munich is the place of jurisdiction. The same applies if participants do not have a general place of jurisdiction in Germany or the EU, or if their domicile or habitual residence is not known at the time the action is filed. This does not affect the right to bring proceedings before the court of another statutory place of jurisdiction.
- b. The provisions of the UN Convention on Contracts for the International Sale of Goods expressly do not apply.

13. Alternative Dispute Resolution

- a. The EU Commission provides a platform for online dispute resolution on the Internet at the following link: https://ec.europa.eu/consumers/odr
 - This platform serves as a point of contact for the out-of-court settlement of disputes arising from online sales or service contracts to which a consumer is a party.
- b. The seller is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.

Validity: from 11.11.2023

Note: For reasons of better readability, the simultaneous use of the language forms male, female and diverse (m/f/d) is not used. All personal designations apply equally to all genders.