



Terms of Service

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A. Visiting the SENSAPOLIS amusement park

1. Scope of application

Section A. of these General Terms and Conditions (hereinafter referred to as "**GTC**") governs the legal relationship between visitors (hereinafter referred to as "**visitors**" or "**you**") of the SENSAPOLIS amusement park and its operator, SENSAPOLIS GmbH, Melli-Beese-Str. 1 | Flugfeld Böblingen/Sindelfingen, 71063 Sindelfingen, Germany (hereinafter referred to as "**SENSAPOLIS**" or "**we**" or "**us**") concerning the entry and visit to the grounds of SENSAPOLIS and the use of the attractions located there. Unless otherwise agreed, all services and offers that you order via the website www.sensapolis.de are excluded from the scope of this section A. of the GTC. For such services and offers, section B. of the GTC ("GTC for orders via the website www.sensapolis.de") applies.

2. Redemption of vouchers (e.g. mydays vouchers)

2.1. To access the SENSAPOLIS amusement park using vouchers, a ticket must first be purchased on site using the vouchers. The following provisions regarding tickets in these terms and conditions are accordingly relevant also for voucher holders.

3. Admission ticket

3.1. SENSAPOLIS may only be entered with valid tickets at the marked entrances for visitors. The tickets must be kept during the stay and must be presented upon request. The day tickets are only valid on the day of purchase. The entitlement to entry expires upon leaving the park area. Persons who are under the influence of alcohol or drugs may be denied access to the park or may be asked to leave the park grounds. The day ticket is used to record the consumption during the stay in the park and has to be returned at the checkout for payment.



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3.2. For the use of the ticket ("Card"), which allows for cashless payments at SENSAPOLIS, the following provisions of section 4 apply.

4. Using the card

4.1. **Safekeeping the cash register receipt.** You are obliged to keep the receipt after purchasing the card.

4.2. **Informing a SENSAPOLIS employee.** As soon as you notice the loss of the card, immediately notify one of our employees. He will then determine the lost card with the help of the receipt.

4.3. **Validity only in case of fault.** The following regulations para. 4.4 to 4.8 do not apply if you are not responsible for the loss of the card.

4.4. **Payment of the difference when determining the card by receipt.** The balance determined up to that point on the card is payable by you.

4.5. **Deposit and downstream charging.** If we can not find your ticket due to a lack of receipts, you are obliged to deposit 75 EUR (maximum amount per card, cash or card payment) and tell us your bank account details for credits. At the end of the day, we then determine which balance can be allocated to the card that has not been returned. If several cards are not returned, we will deduct the lowest balance determined in your favor. We will transfer the determined difference of the balance to the 75 EUR deposited by you to your account.

4.6. **Payment on account.** If you should not be able to pay the 75 EUR according to para. 4.5, we are entitled to demand reasonable security and to bill the amount determined according to para. 4.5.

4.7. **Processing fee.** In addition to the calculated consumption determined according to para. 4.5, we will charge a processing fee of 10 EUR.

4.8. **Proof of lesser harm.** In any case, you are free to prove that the damage was less.

4. General safety regulations

a) Pets are not allowed.

b) Smoking is only permitted in the SENSAPOLIS smokers' lounge or on the terrace.

c) Possessing and carrying weapons or dangerous objects (such as pistols, knives, chains, knuckles, etc.) are not permitted on the park grounds.

d) Instructions given by the park's personnel must be followed in your own interest.

e) Wearing top wear and shoes is required.

f) Pay close attention to the items you bring with you.

5. Using facilities and attractions at SENSAPOLIS



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The SENSAPOLIS facilities are available to you within the framework of the respective usage rules. Please follow the instructions given by the service personnel. If you wilfully ignore the usage instructions and operating instructions as well as the instructions given by the service personnel, the service personnel can exclude you from using the attractions, without creating a claim for compensation on your part. This also applies when you try to "pre-queue" in a queue.

Statutory provisions apply with regard to your liability as a user of our facilities and for SENSAPOLIS as the operator. The liability of SENSAPOLIS is, subject to the below para. 8, limited.

In the event of interruption of the power supply due to thunderstorms, storms or other events outside the sphere of influence of SENSAPOLIS and the resulting loss of facilities and attractions, no repayment or partial repayment of the fee paid for the entry can be demanded.

Should services of SENSAPOLIS be unavailable in the longer term, we will inform you at the entrance to SENSAPOLIS. If services are not available for a short time (less than a day), we will point this out at the place of performance.

6. Using the attractions

- a) Always follow the instructions given by SENSAPOLIS employees!
- b) Long clothes must be worn on the slides. You may only use the slides with socks (no stopper socks) or sliding bags.
- c) You must wear closed, sturdy shoes (e.g. sneakers) in the climbing area. Any kind of jewellery has to be removed while climbing.
- d) Please note the respective signs at the individual attractions.

7. Supervisory duty

We would like to point out to all parents and accompanying persons of groups that they take care to fulfil their prudential responsibilities, as we can not release them from them. Children under the age of 12 are allowed to visit the park only when they are accompanied by an adult. An exception is possible for children aged 10 and above if they present a completed statement in terms of costs, food, and behavior on the park grounds signed by the parent or legal guardian. The form is available at our front desk.

8. Limitation of liability

- a) We are liable if we are guilty of intent or gross negligence. For simple negligence, we are liable only in case of breach of an obligation, where the fulfilment of which makes the proper execution of the contract possible in the first place and on whose compliance the contractor may rely on generally (so-called cardinal duty).
- b) If in accordance with section 8 a. we are liable for simple negligence, our liability is limited to the damage, with whose emergence we typically had to reckon after the circumstances known at the time of conclusion of the contract.
- c) The above exclusions and limitations of liability do not apply to damages that are to be compensated according to the Product Liability Act, or for damage to life, limb or health.
- d) The preceding paragraphs 8 a.-c. also apply to our legal representatives or vicarious agents.
- e) Incidentally, liability is excluded.

9. Damage notifications

All facilities at SENSAPOLIS are carefully maintained and monitored. If you still suffer damage without your own fault, please report the damage before leaving the park area at the front desk. Also, report at the front desk if you have any reason to assume that any damage may occur after an incident at the park. In particular, early notification shall prevent other visitors from being harmed as well.

10. Advertising and offering goods and services

Advertising on the premises and in the parking areas of the park as well as the provision of goods and services are only permitted with the prior written approval by the management. This also applies to the implementation of opinion surveys and censuses. Advertising and announcements for organizations, associations, interest groups and own intellectual property with all kinds of means are forbidden on the



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park grounds, within the building, etc. and are punishable in each individual case with a removal from the park grounds, civil law claims and criminal notice for trespassing.

11. Domestic authority

The SENSAPOLIS staff is entitled to expel persons who violate these terms and conditions or who are in the park without a valid entrance ticket.

B. Orders via the website www.sensapolis.de

1. Scope of application

This section B. of the GTC applies to orders made through the SENSAPOLIS website for:

- Section "Group Offers":
 - o Educational tours and exhibitions at SENSAPOLIS for groups such as school classes
- Section "Online Shop":
 - o Tickets to special events at SENSAPOLIS, gift cards
- Section "Birthdays":
 - o Bookings for rooms, equipment, catering etc. for events at SENSAPOLIS, birthday packages

Owner and operator of the website www.sensapolis.de and the online offer for the Sensapolis amusement park presented under this URL is the



SENSAPOLIS GmbH
Melli-Beese-Straße 1
Flugfeld Böblingen/Sindelfingen
71063 Sindelfingen

Ph.: 07031 20 48 53-0
Fax: 07031 20 48 53-15

Email: welcome(at)sensapolis.de

Managing Directors: Alexander Schreibeisen, Jürgen Schwarz

Court of registration: Amtsgericht Böblingen
Registration number: HRB 727214

(hereinafter referred to as "**we**" or "**us**"). These terms and conditions contain the general terms and conditions between you and us.

2. Conclusion of Contract

- a. Orders placed in the sections "Birthdays" and "Online Shop"
(except orders by phone)

The presentation of our goods and/or services on the website do not constitute a binding offer on our part. Only the order of the goods and/or service by you is a binding offer to conclude a corresponding contract. To place the order, you must first go through the ordering process on the website. Only sending your order will you give us a binding offer to conclude a contract.

We can accept your offer within five days

- by sending an order confirmation by post, fax or e-mail,
- sending the goods, or
- request payment;

the point in time you receive our order confirmation, goods or request for payment is decisive for compliance with the period.

- b. Orders in the section "Group Offers"

The presentation of our goods and/or services on the website do not constitute a binding offer on our part. Only your order of goods and/or services constitutes a binding offer to conclude a corresponding contract. You place this binding order by downloading, filling in, and signing the order form provided on the website ("registration form") and sending it to us by post, fax or scan by e-mail. Please review your details carefully before submitting them and correct them, if necessary, by modifying the relevant information in the form or by downloading and/or printing and re-filling the form. After we have received your order, we will send you an email immediately, which confirms the receipt of your order with us. This confirmation does not constitute acceptance of the contract. A contract is only concluded by sending our order confirmation by email.

- c. The contract language is German only.



3. Storage of contract terms

- a. For orders placed in the sections "Birthdays" and "Online Shop"

The contractual provisions are partly included in the order overview, which is displayed in the last step of the order, and on the other hand in these general terms and conditions. We store these contractual provisions. You can print or save these documents by using the usual functionality of your browser (usually "Print" or "File"> "Save As"). The terms of the contract, including the general terms and conditions, are also contained in the e-mail with the order confirmation which we send you in case of acceptance of your order.

- b. For orders placed in the section "Group Offers"

The contractual provisions are partly contained in your order (by means of a completed download form, for this see section 2) b.) and on the other hand in these general terms and conditions. We store these contractual provisions. You can print out or save these Terms and Conditions by using the usual functionality of your browser (usually "Print" or "File"> "Save As"). The terms of the contract, including the General Terms and Conditions, are also contained in the e-mail with the order confirmation, which we send to you in the event of acceptance of your order (see section 2) b. of the order process).

4. Payment (except Birthday packages)

- a. Orders placed in the section "Online Shop"

These are paid in advance by bank transfer or PayPal.

- b. Orders placed in the section "Group Offers":

Payment can be made in cash or by debit card at the cash desk.

- c. Ordering birthday packages

See section 6 of these terms and condition.

5. Payment, cancellation and non-appearance for birthday packages

When ordering birthday packages, the following applies:

- a. Payment

Within 4 working days of receiving the order confirmation, a deposit of 25 € is required. The deposit can be paid by Paypal or bank transfer.

The balance is due on the day of the celebration in cash or by debit card.

- b. Cancellation on our part:

If the deposit is not paid in time, we are entitled to withdraw from the contract.

- c. Cancellation or non-claim by the customer:

The customer is not released from payment of the remuneration if he is prevented from exercising his right of use by a reason in his person.



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If the customer does not make use of the booked service, we are entitled, at our discretion, either to charge the legally owed compensation or a lump-sum compensation in the amount of 25 €. In any case, in the latter case, we retain the deposit made by the customer.

If we calculate the compensation as a lump sum (i.e. with the aforementioned lump sum of 25 €), the customer is free to prove that no damage or a lower damage has occurred to us. In addition, we must take into account the value of the saved expenses as well as those benefits that we obtain from the use of the product for other purposes.

6. Redeem gift cards, park visits

a. Gift cards (prepaid cards, which you can buy in the online shop) can be redeemed for

- admission to the SENSAPOLIS park
- buying products at the shop located inside the SENSAPOLIS park
- the purchase of food, drinks and/or other catering services in the park and in the restaurant Quindi
- entrance to the kart track Sensadrom

Accordingly, the gift card can only be redeemed on site. It is not possible to use the gift card for online orders at SENSAPOLIS. The prepaid amount on a gift card can not be paid back in cash. Gift cards are not interest-bearing. It is not possible to redeem gift cards retroactively against products or services already purchased. Gift cards can not be used to purchase additional gift cards. If the credit of a gift card is not sufficient, the difference can be compensated by payment on site. When redeeming, multiple gift cards can be bundled to receive an item. Gift cards are transferable.

b. For park visits, for which you can use the gift cards as detailed above, section A. of the GTC applies additionally.

7. General safety regulations

- a) Pets are not allowed.
- b) Smoking is only permitted in the SENSAPOLIS smokers' lounge or on the terrace.
- c) Possessing and carrying weapons or dangerous objects (such as pistols, knives, chains, knuckles, etc.) are not permitted on the park grounds.
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9. Using the attractions



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- d) Please note the respective signs at the individual attractions.

10. Supervision

We would like to point out to all parents and accompanying persons of groups that they take care to fulfil their prudential responsibilities, as we can not release them from them. Children under the age of 12 are allowed to visit the park only when they are accompanied by an adult. An exception is possible for children aged 10 and above if they present a completed statement in terms of costs, food, and behavior on the park grounds signed by the parent or legal guardian. The form is available at our front desk.

11. Disclaimers and limitations

For our liability for damages the following applies:

- a. In the event of intent and gross negligence, including on the part of our vicarious agents, we shall be liable in accordance with the statutory provisions. The same applies to negligently caused damage from injury to life, limb or health.
- b. In the case of negligently caused material and financial losses, we shall only be liable in the event of a breach of an essential contractual obligation, but the amount shall be limited to the damages foreseeable and typical for the contract at the time of conclusion; essential contractual obligations are those whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner may regularly rely.
- c. In all other respects, liability on our part, irrespective of their legal basis, is excluded.
- d. The exclusions and limitations of liability in paragraphs a. to c. shall also apply mutatis mutandis in favor of our vicarious agents.
- e. Liability for the assumption of a guarantee or under the Product Liability Act remains unaffected by the exclusions and limitations of liability in paragraphs a. to d.

12. Applicable law, jurisdiction

German law applies excluding the UN sales law. This choice of law applies to a consumer only insofar as it does not restrict any mandatory legal provisions of the state in which he has his place of residence or habitual abode.

The place of jurisdiction for dealings with merchants, legal entities under public law or special funds under public law is the registered office of our company (Sindelfingen). However, we are entitled, at our discretion, to sue at the customer's location.