



**General Terms of Carriage and Pricing  
as well as Supplementary Terms and Conditions  
Concerning Online Selling**

## 1. APPLICABILITY

- 1.1. By purchasing a cruise ticket or voucher, but no later than upon entering a boat of Köln-Düsseldorfer Deutsche Rheinschiffahrt GmbH (hereinafter "KD"), the passenger accepts the following terms and conditions as binding. These terms and conditions shall become part of the corresponding contract between KD and the customer.
- 1.2. If a ticket is purchased without being handed over directly, a contract shall be brought about upon its acceptance by KD. The booking shall constitute a binding offer in the legal sense, and KD shall have seven working days within which to accept it.
- 1.3. KD may, without giving reasons, decline to conclude a contract with the customer.

## 2. TYPES OF CRUISE

KD differentiates between scheduled, panorama, party and event cruises.

Event cruises include evening cruises, cruises involving a programme, cruises as part of a firework event and cruises including catering.

Party cruises are cruises of a dance nature.

## 3. CARRIAGE OF VEHICLES, BICYCLES, LUGGAGE AND MISCELLANEOUS ITEMS

- 3.1. Depending upon the on-board storage possibilities, passengers may, subject to a charge per person and day as per the up-to-date timetable, bring a bicycle on board with them. The crew may allocate a specific space for bicycle storage. In the case of partner cruise lines, it shall not be possible to take a bicycle on board.
- 3.2. Passengers may keep easy-to-carry hand luggage with them, provided that this does not cause annoyance to fellow passengers. Chairs, tables and benches, particularly those in the lounges, shall generally not be used for depositing items of luggage or clothing. The

crew's instructions regarding the storage of luggage and clothes shall be followed.

- 3.3. Depending upon the respective on-board storage possibilities, passengers may bring pushchairs and wheelchairs on board free of charge. The crew may allocate a specific space for storing such vehicles.
- 3.4. No cars, motorcycles, rowing boats or paddle boats shall be transported.
- 3.5. Inflammable, caustic, poisonous, explosive or otherwise hazardous items, as well as prohibited and foul-smelling items and items that could cause annoyance to fellow passengers shall be excluded from carriage.
- 3.6. The passengers themselves shall be responsible for carrying to and from the boat their luggage and any other items taken on board.
- 3.7. Liability for luggage or items taken on board is hereby excluded.

## 4. CRUISE RULES

- 4.1. There shall be no obligation to order food and drink on board. Food or drink that passengers bring with them shall not be consumed on board. No alcoholic drinks shall be brought along. No merchandise shall be sold on board. Seats in the lounges shall, at the crew's request, be kept vacant for passengers who wish to take advantage of the restaurant services offered. In principle, there shall be no entitlement to a seat. In the case of party and event cruises, passengers shall generally not be permitted to bring food and drink with them.
- 4.2. Passengers who bring dogs with them shall supervise their dogs at all times and keep them on a short lead. Dogs shall not be allowed on seats. Dogs that could pose a danger to other passengers or the crew, or that are subject to a statutory order to wear a muzzle, shall wear an adequate muzzle for the duration of their stay on board. Other animals shall be excluded from carriage.

- 4.3. Passengers should gather at the landing stage approximately 15 minutes before the regular departure of the boat and report to the on-site sales agency.
- 4.4. Every passenger shall be responsible for making sure that he/she leaves the boat in due time at his/her destination. As the stopping times are always short, it is essential that passengers already go to the boat exit, or report to the crew, before the boat arrives at their destination.
- 4.5. Subject to the crew's prior written acknowledgement, any number of breaks in the trip shall be permitted. Passengers who wish to break up their trip at intermediate stops must give the crew notice of their intention at least ten minutes before the boat arrives.
- 4.6. All passengers shall follow the crew's instructions.
- 4.7. The consumption of tobacco products and the like (e-cigarettes) shall be permitted only in the external areas of the boats.
- 4.8. The consumption of illegal substances on board is prohibited.
- 4.9. Passengers who persistently breach the General Terms and Conditions of Carriage, violate statutory or official regulations or wilfully damage property, or whose participation in the cruise constitutes or could constitute a danger to themselves, to the proper running of the boat service or to other third parties, or who otherwise disturb, or could disturb, peace and order on board, particularly by causing annoyance to other passengers, may, with simultaneous invalidation of their cruise ticket, be excluded from continuing the cruise or, prior to the start of the cruise, from participating in the cruise, without being entitled to any claims whatsoever as a result thereof. After the name of the passenger concerned has been ascertained, this passenger shall, if need be, be passed on to the authorities at the next landing point, where this is possible without delaying the running of the boat service.
- 4.10. A minimum age of 18 shall apply to KD's party cruises, unless otherwise indicated, and to all other cruises indicated accordingly.
- 4.11. If a ticker purchaser or holder does not arrive until after an event has begun, he/she shall lose his/her right to the seat indicated.

## 5. LIABILITY

- 5.1. If the holder of an entrance ticket fails to show up on the day of the event, the entrance ticket shall become invalid. If the entrance ticket is lost, no replacement shall be provided. Damage, cease-and-desist, rescission and reversal claims shall be excluded in the event that the entrance ticket is lost. If the organiser cancels the event, the legitimate card holder shall be refunded for the admission price upon returning the entrance ticket to the booking office where he/she purchased the ticket. If the event is overbooked or curtailed for reasons imputable to the organiser, or if the event is cancelled due to high or low water levels, the organiser may, at its option, refund the admission price or issue an entrance ticket for another equivalent event date within the season. The organiser hereby excludes all further liability. In the event of high or low water levels or any other hold-ups due to disruptions to the service, or interruptions in the service, through no fault of KD, the organiser shall have the right to alternatively hold the event on a berthed ship or possibly at any safe location (port) other than that envisaged in the programme. This shall not give any entitlement to a reduction in the admission price. The organiser hereby excludes all liability. The organiser hereby expressly reserves the right to make changes to the programme or exchange individual performers or artists. This shall not give any entitlement to a reduction of the admission price.
- 5.2. The legal relations between KD and the passenger shall be subject to the laws of the Federal Republic of Germany. KD's liability towards the passenger shall be governed by the statutory provisions of the Federal Republic of Germany. All items not accepted by KD for

safekeeping for a charge shall, even whilst on board, remain under the sole custody of the passenger. Liability for loss of, or damage to, money, jewellery or other valuables shall be accepted only if KD, its representatives or its authorised agents have acted with wrongful intent or gross negligence.

- 5.3. The on-board restaurants run by independent ship restaurateurs for their own account shall fall under the sole responsibility of the respective restaurateur. In cases where services are not owed by KD itself, KD shall act only as an intermediary for other carriers or service providers, even if KD issues cruise tickets or tickets for these services. In this respect, KD shall be liable only for having diligently selected these carriers or service providers. KD shall be entitled to implement the scheduled timetable also by using hired third-party boats. This shall not give any entitlement to claim price reductions. Scheduled cruises may be wholly or partly cancelled for operational reasons. In such cases, the pro-rata fare shall be refunded. Further payments are hereby excluded.
- 5.4. Deviations from timetables as a result of high or low water levels, a high number of passengers or other hold-ups due to disruptions to the service, or interruptions in the service, through no fault of KD shall not give rise to any obligation to pay compensation. Nor shall any warranty for meeting connections be assumed.
- 5.5 For all claims that do not involve personal injury to passengers or damage to their luggage, the following liability shall apply: a) in cases of slight negligence, KD's liability shall be limited to three times the fare, in any event to foreseeable, typical loss; b) in cases where KD is responsible for loss incurred upon a passenger solely due to fault on the part of a service provider, KD's liability shall be limited to three times the fare. This limitation shall not apply in cases where KD acted with wrongful intent or gross negligence when selecting the service provider. Such claims must be asserted against KD within one month of the end of the cruise. After this time limit has expired, the

passenger shall no longer be entitled to assert claims, if the loss incurred upon it was evident.

- 5.6 Any loss, damage or injury of any kind whatsoever that could give rise to claims against KD and its personnel is, immediately upon the discovery thereof, but no later than by the time the boat leaves the destination, to be reported by the passengers concerned to the on-board crew, so that essential investigations can be undertaken without undue delay, if need be. Any breach of the above requirement shall not cause damage claims to be excluded.

## 6. LOST PROPERTY

Property found on board shall be promptly handed over to the crew. There shall be no entitlement to a finder's reward. Lost property shall be held in safekeeping in accordance with the statutory provision. The owner shall promptly report any loss to KD. KD shall not actively investigate whom lost property belongs to. Property left behind shall be returned only at the request, risk and expense of the owner.

## 7. VISUAL AND AUDIO RECORDINGS

- 7.1. By purchasing a ticket or entering the boat, the ticket purchaser/holder expressly consents to the making of visual and audio recordings of his person and to the use thereof for the purposes of marketing and public relations work by KD and third parties, as well as for publication in social media such as on third-party digital media.
- 7.2. No tape recorders or cine, photo or video cameras may be taken along to, or be used at, KD programme events (cruises involving a stage programme). Recordings in any form, including mobile phone recordings, shall be prohibited. Any misuse shall be prosecuted under criminal and domestic law.

## 8. FARES

- 8.1. The fares for boat trips are to be gathered from KD's up-to-date timetable.

- 8.2. For a single or return trip, the zone fares shown in KD's up-to-date timetable shall generally be charged. The price zones shall likewise ensue from the price zone table in the up-to-date timetable. If fuel costs rise, KD shall have the right to charge a fuel surcharge commensurate with such rise.
- 8.3. In the case of discounted fares, the current fare shall be automatically rounded up to the next higher tens' place digit.
- 8.4. If dogs are taken along, fees as per the up-to-date valid price list shall be paid.
- 8.5. No cruise tickets or entrance tickets (original tickets or print@home tickets) purchased from KD shall be on-sold at a higher price than the final price stated on the ticket. Commercial on-selling shall not be permitted. Any breach of these terms and conditions shall cause the ticket holder's entitlement to access the event concerned to be lost without compensation. The cruise tickets concerned shall become invalid.
- 8.6. In addition to advance booking and service fees per ticket, a flat-rate order fee may be charged. The sum of any fees and flat rates shall be pointed out at the time of ordering. If KD sends cruise tickets, entrance tickets or gift vouchers to the buyer by post at the buyer's request, the buyer shall bear the postage risk. The total price of the order shall include value-added tax at the statutory rate, and shall, along with all fees, be due for payment immediately after the contract has been concluded.

## 9. KD'S LOW-FARE CALENDAR

- 9.1. Children under the age of 4 shall be transported only if accompanied by an adult supervising them. A maximum of 3 children aged from 4 to 13, inclusive, per full-paying adult may be transported. On any panorama or scheduled cruise on any day, children aged from 4 to 13, inclusive, accompanied by an adult (a family member) shall travel at the fixed price for children as shown in KD's up-to-date timetable (a maximum of 3 children

accompanied by a full-paying adult). Exceptions: lower-price zones as per KD's up-to-date timetable.

- 9.2. Persons aged 60 or over shall receive a concession on KD panorama and scheduled cruises as per the up-to-date timetable. The child fare shall be the lowest fare. Exception: lower-price zones as per KD's up-to-date timetable.
- 9.3. Generally, severely handicapped persons shall pay the standard price as per subsection 8.2. If the need for an accompanying person is expressly noted in the official identity document of such person, this accompanying person shall travel free of charge. Party and event cruises, as well as combined cruises shall be excluded from this concession.
- 9.4. Birthday children and an accompanying person shall receive a concession on all panorama and scheduled cruises as per KD's up-to-date timetable.
- 9.5. Pupils and students up to the age of 27 shall, upon presentation of their pupil or student identity card, receive a concession on KD panorama and scheduled cruises as per the up-to-date timetable. The child fare shall be the lowest fare. Exception: lower-price zones as per KD's up-to-date timetable.
- 9.6. Bicycle day: On Tuesdays and Thursdays two cyclists travelling together on any timetabled scheduled Rhine cruise shall pay only one cruise fare (single trip, excluding surcharges). This offer shall not apply to partner cruise lines (see 3.1).
- 9.7. The following shall apply to all concessions, discount cards etc.: Generally, only one concession shall be applicable. The concessions listed shall not apply to evening cruises, cruises involving a programme, cruises as part of a firework event, cruises including catering or party cruises.
- 9.8. No further concessions shall be granted on fares already reduced (e.g. KD saver fares, senior citizens'

days, bicycle days, combined KD tickets or special promotions).

## 10. FARE CONCESSIONS FOR GROUPS

In the case of groups, it is advisable to book in advance.

- 10.1. Group discounts on zone fares shall be granted as per KD's up-to-date timetable.
- 10.2. Additional terms concerning groups of children, pupils or young people travelling on cruises: Generally, the reduced price shall apply to all tour groups made up of participants up to the age of 27. For every 10 paying participants, we shall grant the following concessions: one complimentary seat for one accompanying person (teacher and any other supervisor), and the reduced pupil fare for up to two additional accompanying persons. Every additional accompanying person shall pay the normal fare.

## 11. CREDIT CARDS / EC CARD PAYMENTS

- 11.1. Subject to a transaction fee as per the up-to-date table of prices, we shall accept credit cards from the companies Mastercard and Visa.
- 11.2. EC card payments shall be free of charge. (Not all KD agencies have EC terminals.)

## 12. KD RHINE CARD

- 12.1. The KD Rhine Card shall, from the day when it is issued, be immediately valid for a 12-month period. It shall become valid when signed, and shall not be transferable. It may only be used in combination with a valid identity document.
- 12.2. Rhine Card holders may go on any KD panorama and/or scheduled cruise any number of times with a concession of up to 50 %. Cruises with partner cruise lines are excluded herefrom.

## 13. KD VOUCHERS

- 13.1. KD vouchers purchased at KD agencies or at KD's main office shall be valid up to the end of the third year after the voucher was purchased. The date of purchase shall be indicated on the voucher. Any extension of the voucher validity period beyond the expiry date, or any cash payout shall be excluded. The KD voucher shall be valid for all services offered by KD, and may be redeemed at any KD ticket agencies on the Rhine, Main or Mosel. If the voucher exceeds the residual amount, a new voucher for the residual value shall be issued at a KD ticket agency. On board KD boats, the voucher may also be redeemed for catering services. The voucher may be redeemed on board KD boats, but only in full. No new voucher for any residual value shall be issued on board KD boats. Any cash payment shall, also in this respect, be excluded. Vouchers shall not be valid on boats of KD's partner cruise lines.
- 13.2. A KD online voucher purchased via the KD webshop shall be valid until the end of the third year after the voucher was purchased. The expiry date shall be indicated on the voucher. Any extension of the voucher validity period beyond the expiry date, or any cash payout shall be excluded. KD online vouchers shall be redeemable only online at [www.k-d.com](http://www.k-d.com). They shall apply only to the services offered by KD itself (e.g. scheduled, panorama or theme cruises). If the amount invoiced exceeds the value of the voucher, the residual amount may be settled by any other approved method of payment or by means of an additional voucher. This may result in transaction fees. If the value of the voucher exceeds the amount invoiced, the residual amount of the KD online voucher shall remain valid under the same voucher code until the expiry date, and shall be redeemable when a further booking is made at [www.k-d.com](http://www.k-d.com). No new KD voucher for the residual amount shall be issued. Any cash payout of the residual balance is hereby excluded.

#### 14. CHANGING BETWEEN RAIL/BOAT

- 14.1. At any KD landing point, customers of Deutsche Bahn shall, upon presentation of a corresponding rail ticket, a BahnCard or a valid rail pass, receive a flatrate 20 % concession on the normal KD fare for KD scheduled cruises.
- 14.2. The terms and conditions of carriage of the respective transport company shall apply.

#### 15. FARES

- 15.1. Cruise tickets shall be purchased via KD's main office, at KD agencies at the landing points or online via digital sales channels, such as for example the KD webshop. It shall be possible to send cruise tickets by post on request. For postage, a fee as per the price list valid at the time of the booking shall be charged.
- 15.2. A group cruise ticket shall serve as a cruise ticket for the trip leader; the other group participants, including fare-exempt passengers, shall each receive a boarding pass. The trip leader holding the group cruise ticket shall enter the boat at the head of his/her group, i.e. first, after boarding passes have been handed out to each of the other group participants.
- 15.3. The validity period of cruise tickets for panorama and scheduled cruises shall end when the cruise date printed on the ticket expires, but no later than at the end of the calendar year when the ticket was purchased. Date-related cruise tickets shall be valid only for the date specified or on the date of issue.
- 15.4. Any person who enters the boat without a valid cruise ticket or loses his/her cruise ticket during the cruise and is unable to otherwise prove that he/she has already purchased a cruise ticket shall, of his/her own accord, immediately report to the crew in order to buy a ticket. If any of these terms is culpably breached, the passenger shall pay the fare plus a surcharge of EUR 40.-.

- 15.5. Cruise tickets and boarding passes shall be shown personally and openly when entering and exiting the boat, be kept in a safe place during the cruise and be presented on board if requested.
- 15.6. Cruise tickets and entrance tickets shall become invalid when the ticket holder leaves the boat, and shall not be transferable to third parties. Exception: breaks in the trip as part of scheduled cruises; see point 4.6. in this respect.
- 15.7. Cruise tickets at promotional fares shall be subject to partly deviating terms printed on these tickets.
- 15.8. Free cruise tickets from KD shall be valid only for KD's own boat trips and only for the cruise and the period printed on the ticket. Free cruise tickets shall not be valid for boat trips of partner cruise lines.
- 15.9. Non-personalised cruise tickets shall be transferable to third parties up until the cruise begins, unless they have been purchased at have been purchased at a special rate.
- 15.10. If the ticket holder loses or misplaces his/her ticket through his/her own fault, KD shall not be obliged to provide a replacement. Tickets or gift vouchers delivered shall remain KD's property until fully paid for. In the event of non-payment, these tickets or gift vouchers may be reclaimed from the person who ordered the tickets. Immediately upon receipt of the tickets delivered, the purchaser shall check that these are correct and correspond to the purchase order (particularly in terms of the type of cruise/event, date, number of tickets, seat category, ticket price). Owing to the need to adhere to set periods in the transportation and events sector, such deviations and other evident deviations or errors shall be reported to KD in writing (by letter, fax or email) within five calendar days of receipt of the tickets or, in the case of shorter-term orders, up to three calendar days prior to the cruise/event, in order that KD be given the opportunity to take remedial action. KD shall be entitled to reject objections lodged late. Objections owing to non-

receipt of tickets shall be reported to KD in writing (by letter, fax or email) no later than ten calendar days after the purchase order or, in the case of shorter-term orders, up to three calendar days prior to the cruise/event, in order that KD be given the opportunity to take remedial action, e.g. in the form of admittance arrangements. KD may reject objections lodged late. Insofar as any late notification of inaccuracies in the tickets delivered, or late notification of non-receipt of tickets, results in any uncertainty as to proof of whether the tickets have been purchased, this shall always be to the detriment of the ticket purchaser.

## 16. REFUNDING OF FARES

The refunds listed below shall apply only to timetabled scheduled cruises and panorama cruises. In the case of party or event cruises, no cruise tickets shall be refunded after the event has begun. In the case of a refund before the cruise begins, the term and conditions of cancellation laid down in the confirmation of the booking shall apply. Generally, cruise tickets for firework events, such as for example "Rhine in Flames", as well as tickets for New Year's Eve events shall not be refunded.

- 16.1. Cruise tickets wholly unused may be returned to the issuing office on the day of issue, and the fare shall be refunded.
- 16.2. In the case of partially unused cruise tickets, a pro-rata refund of the fare must be applied for during the scheduled period of the boat cruise, that is, at KD in Cologne in the case of group cruise tickets or otherwise at the agencies. The unused cruise ticket along with corresponding written acknowledgement from the crew shall be enclosed with such application. In the case of group cruise tickets, the relevant unused boarding passes shall also be enclosed. The differential amount between the fare paid and the fare for the route sailed shall be taken as a basis for the refund. Bypassed sections of the route shall be deemed to have been sailed.

- 16.3. In the case of all refunds, a 20 % processing fee (at least EUR 3.–) shall be charged, except in the event of boat-related deviations from the timetable or cruise cancellations. Transfers shall be made only if the resulting refund amounts add up to at least EUR 6.– in the case of transfers within the Federal Republic of Germany or at least EUR 20.– in the case of transfers abroad. Transfer fees shall be deducted from the refund amount.

## 17. DATA PROTECTION

In compliance with data protection law, the buyers' personal data shall be collected, processed and used to the extent necessary for implementing the contract. KD shall be entitled to pass on such data to individuals or legal entities who perform the contract or are instrumental in implementing the contract.

## 18. FINAL PROVISION

If any provisions of these terms and conditions are or become ineffective, this shall not affect the effectiveness of the contract or the remaining terms and conditions. Cologne is agreed upon as the exclusive place of jurisdiction for any disputes regarding the brokerage of entrance ticket purchases, if the buyer has full merchant status or is an entity under public law. German law shall solely apply. Cologne is the place of performance for the provision of cruise tickets, entrance tickets and vouchers, as well as for payment.

## SUPPLEMENTARY TERMS AND CONDITIONS CONCERNING ONLINE SELLING

By purchasing entrance tickets or vouchers online, the customer accepts the following supplementary terms and conditions of Köln-Düsseldorfer Deutsche Rheinschiffahrt GmbH (hereinafter "KD") concerning online selling:

1. In the case of tickets ordered online on KD's website, a contract - including the customer's obligation to pay - shall already become binding when the corresponding "Order" button is clicked on. Any order acknowledgement ensuing therefrom shall merely document the fact that the contract has already been concluded.
2. When entering the boat, the ticket holder must show his/her print-at-home ticket as a DIN A4 printout in good quality. Otherwise, or if the print-at-home ticket is unreadable, a replacement ticket must be purchased for a charge.
3. Generally, there shall be no entitlement to return, or claim a refund for, cruise tickets, entrance tickets, vouchers for third-party services or gift vouchers. In the case of leisure services with a fixed date of performance, particularly in the case of sales of entrance tickets for events, an exception to the right of cancellation and return, which would otherwise exist in the case of distance selling transactions, shall exist under Section 312 g (2), sentence 1, no. 9 BGB [German Civil Code]. Once a contract has been brought about, every purchase order shall be binding, and the ordering party shall be obliged to pay. However, cruise or entrance tickets may be returned to KD, if the trip or the event is cancelled by the organiser. As a general rule, tickets may be returned, and a refund of the purchase price may be claimed, only within two weeks of the date of the event, and only at the booking office where the tickets were purchased.
4. In addition to advance booking and service fees per ticket, a flat-rate order fee may be charged. The sum of any fees and flat rates shall be pointed out during the ordering process. If KD sends cruise tickets, entrance tickets or gift vouchers to the buyer by post (instead of on a print-at-home basis) at the buyer's request, the buyer shall bear the postage risk. The total price of the order shall include value-added tax at the statutory rate, and shall, along with all fees, be due for payment immediately after the contract has been concluded.
5. If the ticket holder loses or misplaces his/her ticket through his/her own fault, KD shall not be obliged to provide a replacement. Tickets or gift vouchers delivered shall remain KD's property until fully paid for. In the event of non-payment, these tickets or gift vouchers may be reclaimed from the person who ordered the tickets. Immediately upon receipt of the tickets delivered, the purchaser shall check that these are correct and correspond to the purchase order (particularly in terms of the type of cruise/event, date, number of tickets, seat category, ticket price). Owing to the need to adhere to set periods in the transportation and events sector, such deviations and other evident deviations or errors shall be reported to KD in writing (by letter, fax or email) within five calendar days of receipt of the tickets or, in the case of shorter-term orders, up to three calendar days prior to the cruise/event, in order that KD be given the opportunity to take remedial action. KD shall be entitled to reject objections lodged late. Objections owing to non-receipt of tickets shall be reported to KD in writing (by letter, fax or email) no later than ten calendar days after the purchase order or, in the case of shorter-term orders, up to three calendar days prior to the cruise/event, in order that KD be given the opportunity to take remedial action, e.g. in the form of admittance arrangements. KD may reject objections lodged late. Insofar as any late notification of inaccuracies in the tickets delivered, or late notification of non-receipt of tickets, results in any uncertainty as to proof of whether the tickets have been purchased, this shall always be to the detriment of the ticket purchaser.

6. In respect of the contract concerning a visit to an event, KD's liability for culpably caused mortal injury, physical harm and health damage as well as its liability under the Produkthaftungsgesetz [Product Liability Act] shall be unlimited. As regards damage or loss relating to other assets, the following shall apply in KD's aforementioned field of activity: In cases of wrongful intent or gross negligence, KD shall be liable without limitation in terms of the scope, if duties material to the contract have been breached. In cases of gross negligence, liability shall be limited to average direct loss typical of this type of contract, if only duties immaterial to the contract have been breached. To the same extent, liability shall be limited in cases of slightly negligent breach of duties material to the contract. KD shall not be liable in cases of slightly negligent breach of duties immaterial to the contract. Insofar as KD's liability is excluded or limited, this shall also apply to the liability of agents called in. KD shall not be liable for disruptions caused by circumstances beyond its sphere of influence. This shall particularly apply to impairments due to any outage of, or disruption to, the telecommunication network and/or the electricity supply. Furthermore, KD shall accept no liability for the accuracy of the data provided on the Internet, or that its Internet offering will be free of technical disruption.
7. No entrance tickets (original tickets or print@home tickets) purchased from KD shall be on-sold at a higher price than the final price stated on the ticket. Commercial on-selling shall not be permitted. Any breach of these terms and conditions shall cause the ticket holder's entitlement to access the event concerned to be lost without compensation. The entrance tickets concerned shall become invalid.
8. If copies or duplicates of tickets are shown at the entrance control point, the organiser shall have the right to demand of the holder of the original ticket who is to blame for such copying that the total value of the tickets copied be paid.
9. In compliance with data protection law, the personal data of buyers of entrance tickets shall be collected, processed and used to the extent necessary for implementing the contract. KD shall be entitled to pass on such data to individuals or legal entities who perform the contract concerning boat trips or are instrumental in carrying out boat trips.
10. If any provisions of these terms and conditions are or become ineffective, this shall not affect the effectiveness of the contract or the remaining terms and conditions. Cologne is agreed upon as the exclusive place of jurisdiction for any disputes regarding the brokerage of entrance ticket purchases, if the buyer has full merchant status or is an entity under public law. German law shall solely apply. Cologne is the place of performance for the provision of cruise tickets, entrance tickets and vouchers, as well as for payment.