



ROMANTIK HOTEL

KIELER KAUFMANN



Translation of the Terms and Conditions of Service for the Purchase of Online Gift Certificates

This is a translation of our German Terms and Conditions of Service, for your convenience. Since the official legal language in Germany is German, the legally binding terms of service are those spelled out in the German version.

1. Scope of Application

The following terms of service apply for purchase of gift certificates through our website www.kieler-kaufmann.de, and the use of these certificates.

2. Contractual Partner

Only persons who are at least 18 years of age and who are by law contractually capable are entitled to purchase gift certificates through our website www.kieler-kaufmann.de. The contract shall be formed between you, as buyer, and
Romantik Hotels Kieler Kaufmann
Carl-Heinz Lessau e.K.
Niemannsweg 102
24105 Kiel
Germany
HRA 6043 KI
as seller.

3. Conclusion of Contract, Payment, Delivery

The contract with Romantik Hotels Kieler Kaufmann, Carl-Heinz Lessau e.K. shall only be concluded with receipt of full payment. Subsequently, the seller shall provide the buyer with the ordered gift certificate, as a download, or to be printed. Prints of the certificate can also be shipped through regular postal service, for which there is a service fee of 3,00 €. In this case, the seller shall not be liable for delays in shipping. When the gift certificate ordered through the website is transmitted to the buyer, but the agreed payment is not received, there shall be no right to the services described in the gift certificate..

4. Right of Withdrawal

Instructions on withdrawal from the contract

According to §13 BGB, as a consumer you can withdraw from this contract, in writing (e.g. letter, fax, e-mail), within 14 days without giving any reason. This 14 day period starts with acknowledging to have been given these instructions as part of the "Terms and Conditions of Service for the Purchase of Online Gift Certificates" when making the order and the conclusion of this contract according to §3 "Conclusion of Contract, Payment, Delivery."

To meet the withdrawal deadline, it is sufficient for the buyer to send their declaration of withdrawal, and, in some cases, the gift certificate, or a copy thereof, before

the withdrawal period has ended. The shipping cost for the declaration of withdrawal shall be paid for by the buyer, unless the gift certificate(s) delivered do(es) not correspond to the one(s) ordered.

The declaration of withdrawal shall be sent to:

Romantik Hotels Kieler Kaufmann,
Carl-Heinz Lessau e.K.
Niemannsweg 102, 24105 Kiel
Tel.: +49 .431 .8811-0
Fax: +49 .431 .8811-222
E-Mail: info@kieler-kaufmann.de

Consequences of withdrawal

If the buyer withdraws from this contract, the seller shall have to refund the payment received from the buyer, including costs for shipping and handling, but excluding additional shipping costs due to the expressed wish of the buyer, immediately and within 14 days, at the latest. This period starts with the receipt of the declaration of withdrawal by the seller. The seller shall use the same means of payment for the refund as was used in the payment, unless something else was explicitly agreed upon. In no case shall the seller charge a fee for the refund. The right of withdrawal shall not exist if the gift certificate has already been used.

5. Payment Method

The seller shall pay the price for the gift certificate with credit card or with the online payment system "PayPal."

6. Validity

The gift certificates shall be valid for 24 months, starting with the receipt of the certificate. Every gift certificate shall only be used once, which shall be guaranteed by a unique QR code and a unique gift certificate number. The gift certificates may be used as means of payment for all services of the Romantik Hotel Kieler Kaufmann.

7. Cash Reimbursement, Issuing of Invoice

It shall not be possible to receive a cash reimbursement for the gift certificate. VAT invoicing shall only be possible after the gift certificate has been used, and thus the service rendered.

8. Gift Certificates

It shall be noted that, online gift certificates will be marked with an anti-counterfeit code. While it is technically possible to print more than one copy of the gift certificate, it shall only possible to use it once. The first copy of the gift certificate entered into the gift certificate management system shall be recognized as the original, and immediately marked as used by the Romantik Hotel Kieler Kaufmann. Any further copies with the same code shall be viewed as fraudulent, and may be persecuted by law. The seller shall be under no obli-



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gation to question or check the right of possession of the person trying to use the gift certificate. When used, it shall only be checked whether the code on the gift certificate is valid and it has been paid for. Lost gift certificates shall not be replaced. Gift certificates shall not be returned in exchange for cash value. If the gift certificate has higher stated value than the service rendered, a new gift certificate shall be issued with the remainder of the value. In such cases there shall be no right to receive a cash reimbursement of the remaining value. Romantik Hotels Kieler Kaufmann, Carl-Heinz Lessau e.K. shall not be obliged to accept gift certificates as means of payment that have not been paid for.

9. Privacy Statement

The personal information of the buyer shall only be asked for, used, and saved as data for processing of the order. This shall be based upon the pertinent provisions for protection of personal information as explicated in the German Bundesdatenschutzgesetz (BDSG) and Teledienstschutzgesetz (TDDSG). Without consent, the seller shall not use personal information of the buyer for advertising, marketing, or opinion polling. The buyer shall have the right to receive full information on what data on them is saved. They shall have the right to have these data changed or deleted at their demand.

10. Final Provisions

Amendments and supplements to the contract, the acceptance of offers, or these terms and conditions of service shall be made in written form. Unilateral amendments or supplements by the buyer shall be invalid.

Should individual provisions of these general terms and conditions of service be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.