

GENERAL TERMS AND CONDITIONS OF BUSINESS

[Status 1/2025]

1. Scope

- These General Terms and Conditions of Business apply to all contracts for renting hotel rooms and/or flats for accommodation entered into by a hotel listed in Section 22 [hereinafter referred to as the "Hotel"] of the Four Peaks Hospitality Group (Four Peaks Hospitality GmbH, Thumegger Bezirk 7, 5020 Salzburg, Austria, info@four-peaks.at) as the operating company of Four Peaks Hotels in Germany with third parties [hereinafter "Guest"], and to all further services and supplies rendered by the Hotel, including the use of the SPA, fitness and/or wellness area of the Hotel by the Guest, if any [hereinafter "Accommodation Agreement"].
- Sub-sections 1, 2, 11, 13, 16, 19 to 22 of these General Terms and Conditions of Business also apply to all contracts for the use of the hotel's SPA, fitness and/or wellness area by third parties who are not also guests [hereinafter "External Customers"], if offered.
- The respective house rules for the hotels, including all restaurants and sales areas as well as the house rules of the respective SPA areas, apply on a supplementary basis. These General Terms and Conditions of Business have priority over the house rules.
- Entering into the above contracts shall be exclusively subject to these General Terms and Conditions of Business for Events. The guest's/external customer's terms and conditions shall not become part of the contract, including if the hotel does not expressly object to them. Any provisions varying from these General Terms and Conditions of Business for Events shall only become part of the contract if the hotel expressly confirms this in text form. The rendering of services or delivery of goods in the knowledge of varying regulations shall not constitute such express confirmation. Individual agreements entered into with the guest/external customer in individual cases shall, at all times, have priority over our General Terms and Conditions of Business for Events.
- Contrary to these General Terms and Conditions of Business, the General Terms and Conditions of Business for Events apply to events, including catering.

2. SPA, fitness and wellness area, memberships

- Use of the hotel's SPA, fitness and/or wellness area, where available, is permitted for guests with a room card and, where applicable, for external customers if and to the extent that they are authorised to do so by the hotel. Proof of authorisation may be furnished, where offered, by presentation of a valid membership card. If a membership card is offered, it is personal, non-transferable and must be presented as proof of identity each time the facility is visited. The customer undertakes to ensure the safekeeping of his membership card. Loss of the membership card must be reported to the hotel without delay. A fee in the sum of EUR 50.00 shall be charged to issue of a new membership card. The external customer is entitled to furnish proof that the hotel has incurred no costs or considerably lower costs. The hotel is to be notified in writing without delay of changes of address and name, as well as changes of bank and account details.
- Use of the facilities of the hotel's SPA, fitness and/or wellness area [hereinafter "Facilities"] is only permitted during the official opening hours. The hotel reserves the right to make changes to the fitness and course offerings. The hotel is entitled to temporarily restrict access to individual Facilities in the case of exclusive bookings, in no case for more than 5 days per month, to an extent reasonable for the external customers, if and insofar as this does not interfere with the relationship between performance and consideration. Such restrictions shall be announced at least 3 days in advance by way of notices in the SPA, fitness and/or wellness area, announcements on the website or in writing.
- The staff present are entitled to issue instructions insofar as this is necessary to maintain orderly operation of the hotel's SPA, fitness and/or wellness area, order and safety or compliance with the house rules. These instructions must be followed.
- The customer undertakes to pay the agreed, monthly, fee for membership and the one-off support package in accordance with the membership contract. The agreed prices include the respective statutory value added tax.
- Payment of the fee shall be made exclusively via SEPA direct debit and shall be collected by the hotel on the 10th of each month. If the 10th of a month falls on a public holiday or a weekend, the direct debit shall be postponed to the next working day. Notification of bank details as well as consent to the direct debit procedure of the account holder shall be made in writing with the membership contract.
- The care package is settled in accordance with the membership contract via the first direct debit.
- In the event of unpaid or returned direct debits due to insufficient funds or unauthorised cancellation, the hotel shall be entitled to charge the external customer for the returned direct debit and collect it with the next direct debit. The external customer is entitled to furnish proof that the hotel has not sustained any damage at all or considerably less damage.
- Unless otherwise agreed, the contract period shall be twelve months.
- Either party may terminate the membership by way of one month's notice to take effect at the end of the minimum contract period.
- The contract shall be extended for an indefinite period if no notice of termination is given. The notice period for the extended contractual relationship is one month.
- Any termination shall be subject to the written form. This does not affect the right to terminate without notice.
- If the external customer is only temporarily unable to use a significant part of the Facilities, which in principle must be at least one month [hereinafter "Inability to Use"], the membership may be suspended for a limited period at the request of the external customer for the duration of the Inability to Use. Insofar as this cannot be ruled out under the circumstances or is unreasonable for the external customer, a medical certificate confirming the existence of the Inability to Use shall be enclosed with the application. During the period of suspension, membership shall be free of charge. The suspension of membership suspension shall end following the end of the Incapacity to Use.

- Membership may be transferred to another person against reimbursement of the costs incurred by the hotel provided there is no important reason against a transfer. The external customer is entitled to furnish proof that the hotel has incurred no costs or considerably lower costs. Such a reason may also arise because of the character to whom the membership is to be transferred. A transfer is only possible from the 1st of the month following the assertion of the transfer and must be in writing.

3. Reservations

- Upon making a reservation, the guest offers to enter into an accommodation contract (application).
- If the booked room is available, the guest shall receive a reservation confirmation from the hotel (acceptance).
- An accommodation contract entered into by the hotel and guest is brought about by way of such acceptance of the reservation made by the guest.
- Advertisements or similar representations by the hotel regarding available rooms are subject to change without notice and non-binding. These merely constitute an invitation to submit an application. This also applies if they are described as an "Offer."
- The hotel may refuse to enter an accommodation contract at its own discretion.
- There is no entitlement to claim the accommodation service in a specific room of a room category.
- The hotel reserves the right to define industry-standard restrictions such as minimum stays, booking guarantees or deposits for specific dates.

4. Withdrawal by the guest (discontinuation, cancellation), non-utilisation of the hotel's services

- Insofar as the hotel and the guest have agreed in writing on a date or a period of time for free withdrawal, cancellation or termination (hereinafter "Withdrawal") of the accommodation contract, the guest may withdraw from the accommodation contract by that date without triggering payment or damage compensation claims by the hotel. If the guest does not withdraw in due time, the agreed price under the accommodation contract shall be payable even if the guest does not make use of contractual services. This shall not apply in cases in which the guest cannot reasonably be expected to adhere to the accommodation contract. The guest's right of withdrawal shall expire if he has not exercised his right of withdrawal in writing in dealings with the hotel by the agreed date or within the agreed period.
- In the case of rooms or apartments or services not used by the guest, the hotel shall credit the income, including the saved expenses, from making these rooms or apartments available to other parties during the identical period.
- If the rooms or apartments are not otherwise let, the hotel may demand 90% of the contractually agreed remuneration, excluding breakfast.
- The aforementioned points of this sub-section shall not apply in the event of termination by the customer for good cause.

5. Overnight accommodation prices and other prices

- The prices stated by the hotel at the time the contract is entered into, and at which the guest has submitted his/her application, shall apply.
- The stated prices are total, gross, prices and include all statutory taxes, fees and charges. Not included are local taxes, which the guest is required to pay according to the respective municipal law, e.g., local tax.
- In the event of changes in tax, fee or charge rates or the effective imposition of new taxes, fees or charges previously unknown to the parties, the hotel shall be entitled to adjust the remuneration as per agreement at its reasonable discretion to no more than the extent of the change or new imposition of the taxes, fees or charges in accordance with the following provisions:
 - The hotel shall notify the guest of any such price adjustment in text form (notice of change). The price adjustment shall have binding force for the guest if there is a period of at least three months between receipt of the notice of change by the guest and the date specified by the hotel in the notice of change for the price adjustment to take effect, and the guest has not objected to the hotel in text form within six weeks of receipt of the notice of change, although the hotel has specifically stated the legal consequence of failure to object in the notice of change. The remuneration shall not be changed in the event of an objection in due form and time.
 - This does not affect the right to terminate.

6. Services, prices, price adjustment, terms and conditions of payment, setting off.

- The hotel undertakes to keep the rooms and apartments booked by the guest available and render the agreed services.
- The guest undertakes to pay the hotel prices that are applicable or agreed for the provision of the rooms and/or apartments, and the other services used by the guest. This shall also apply to the hotel's services and expenses to third parties arranged by the guest unless the guest and the third party enter into a direct contract, and the hotel merely arranges the third-party service. The agreed prices include the respective statutory value added tax at the time of entering the contract. If the statutory value added tax increases or decreases during the term of the contract, sub-section 5 shall apply accordingly.
- The hotel shall be entitled to adjust the remuneration of a long-term rental of more than one year outside any minimum rental period at its reasonable discretion in accordance with the following provisions:
 - The hotel may change the prices at most to the extent that the index designated below has changed (hereinafter referred to as the "Change Framework"). In the case of the first price adjustment, the index development between the index level published at the time of entering the contract and the index level last published at the time of the adjustment declaration shall be authoritative for the change framework. In the event of further price adjustments, the index development between the index level last published at the time of the preceding change notice and the index level last published at the time of the new change notice shall be authoritative for the change frame.
 - The Index of Collective Bargaining Earnings and Hours of Work - Long Series, Category "I" shall be authoritative for determining the change framework. Should this index no longer be published, the index published by the German

Federal Statistical Office, which most closely reflects the development of average gross monthly earnings in the economic sector shall be authoritative for determining the change framework.

- The hotel shall notify the guest of any such price adjustment in text form (notice of change). The price adjustment shall have binding force for the guest if there is a period of at least three months between receipt of the notice of change by the guest and the date specified by the hotel in the notice of change for the price adjustment to take effect, and the guest has not objected to the hotel in text form within six weeks of receipt of the notice of change, although the hotel has specifically stated the legal consequence of failure to object in the notice of change. The remuneration shall not be changed in the event of an objection in due form and time.
- This does not affect the right to terminate.
- The hotel may render its consent to a subsequent reduction requested by the guest in the number of rooms/apartments booked, the hotel's services or the guest's length of stay, conditional on an increase in the price of the rooms or apartments and/or for the hotel's other services in line with its reasonable discretion.
- Hotel invoices without a due date fall due and are payable immediately without deduction. The hotel may, at any time, determine a different due date in favour of the guest.
- The price of the entire booked overnight service must, always, be paid in advance by the guest, at the latest upon arrival at the hotel. A varying amount of the advance payment and the payment dates may be agreed in writing in the contract. Advance payments or security deposits for package tours shall not affect statutory provisions.
- In justified cases, e.g. payment arrears on the part of the guest or extension of the scope of the contract, the hotel shall be entitled, including after entering into the contract and up to the start of the stay, to demand advance payment or provision of security as defined in the above provision or an increase in the advance payment or provision of security agreed in the contract up to the full agreed remuneration provided this is acceptable for the guest.
- The principal shall only be granted the right to set off if its counterclaims are res judicata, undisputed or have been acknowledged in text form by the contractor. A right of retention on the part of the principal is excluded unless the principal's counterclaim arises from the same contractual relationship and is undisputed, acknowledged in writing or has become res judicata.
- Cash in euros, EC card, Master Card, Visa Card and American Express are valid means of payment.
- To process payments, we use the 3D-Secure 2.0 procedure for secure and enhanced customer authentication. Further information on data processing for payment transactions can be found at <https://caroundselig.de/de/datenschutz>

7. Use of reserved rooms

- Reserved rooms are available to the guest from 3.00 p.m. on the day of arrival and until 12.00 p.m. on the day of departure.
- Upon request and depending on availability, later departure (late check-out) or earlier arrival (early check-in) can be arranged with the hotel in advance.
- If the hotel agrees to a Late-Check-out/Early Check, the hotel shall be entitled to charge EUR 10.00 each hour or part thereof for the additional use / earlier use of a room.
- The full daily rate of the room shall be charged in the case of departures after 3.00 p.m. There is no contractual entitlement to a late check-out.

8. Resale

- Reselling/making available and/or brokering of booked rooms are prohibited. The resale of rooms and/or room allotments to third parties at prices higher than the actual room rates is, in particular, not permitted.
- Assigning or selling the claim against the hotel is not permitted either.
- In such cases, the hotel shall be entitled to cancel the booking, in particular if the guest has provided false information about the type of booking or payment to the third party in the assignment/sale.
- Use of the hotel room for any purpose other than accommodation is expressly prohibited.

9. WLAN use

- The hotel shall arrange generally free internet access (e.g. via WLAN) for the guest or third party users, if offered. The hotel may offer the option of using faster internet access for a fee. The current price scales according to the price list apply. The availability as well as transmission speed of use depend on various factors over which the hotel has no influence (e.g. the network load of the internet backbone, the transmission speed of the selected servers of the respective content provider and the number of users in the hotel's WLAN network). Therefore, there is no legal claim against the hotel for uninterrupted use and/or a certain speed of internet access. Use of the WLAN shall apply once the access code has been handed over, dial-in and activation by the service provider. In the case of minors, use shall only be activated once a parent or guardian has submitted a written declaration of consent.
- The guest/user undertakes to comply with the applicable laws and common decency when using the internet. He undertakes not to disseminate or retrieve any content that violates copyright or other legal provisions, or which is immoral, in particular
 - Not to disseminate or retrieve any content that is anti-constitutional, racist, glorifies violence or is pornographic,
 - Not to retrieve, reproduce, distribute or make available any material protected by copyright without being authorised to do so,
 - Not to install or use file-sharing programs without being authorised to do so.
- The hotel shall be entitled to block access immediately in the event of any breach of the above obligations by the guest or user. The hotel reserves the right to assert a claim for damages. The hotel expressly draws the guest's/user's attention to the fact that unlawfully duplicating, disseminating, or making available in public copyrighted works on the internet constitutes a criminal offence. Even retrieval may constitute a criminal offence.
- The guest/user undertakes to keep secret any passwords or access codes obtained for the purpose of WLAN access.

- The hotel points out to the guest/user that he/she is responsible for protecting his/her terminal device against harmful programs (viruses etc.) or intrusion attempts (hacking etc.) from the internet, and for backing up his data.
- The hotel points out that it may undertake to block individual addresses and access temporarily or permanently due to unlawful use by the guest/user. Such blocking is expressly reserved and does not justify any claims for damages or warranty claims on the part of the guest/user.

10. Corporate Identity

- The image, photo and film material as well as the hotel's logo are protected by copyright. Use (e.g. online for a blog) is only permitted following written consent by the hotel.

11. Liability and responsibility of the hotel

- The hotel shall be liable without contractual limitation in accordance with the statutory provisions.
 - For intent.
 - For damage, insofar as such damage is based on the absence of a quality for which the hotel has provided a guarantee or the fact that the hotel has fraudulently concealed a defect in the services.
 - For damage resulting from the loss of life, physical injury or detrimental effects on health caused by an intentional or negligent breach of duty on the part of the hotel or otherwise caused by intentional or negligent conduct on the part of a legal representative or vicarious agent of the hotel.
 - For damage, other than those cases listed under the previous sub-point, which is based on an intentional or grossly negligent breach of duty on the part of the hotel or is otherwise based on intentional or grossly negligent conduct by a legal representative or vicarious agent of the hotel.
 - In accordance with the German Product Liability Act, the General Data Protection Regulation, and the German Federal Data Protection Act.
- In cases other than those listed in Point 1, of this sub-section, the hotel's liability shall be limited to compensation for the foreseeable damage that is typical for the contract, insofar as the damage is based on a negligent breach of material obligations on the part of the hotel or by a legal representative or vicarious agent of the hotel. Key obligations are deemed the obligations the honouring of which is essential for the proper execution of the contract and the observance of which the guest/customer/user regularly relies on and may rely on.
- In cases other than those listed in Points 1 and 2 of this sub-section, the hotel's liability for negligence is excluded.
- No-fault liability on the part of the hotel in accordance with Section 536a (1), 1st alternative, BGB, regarding defects that already applied at the time of entering into the contract, is similarly excluded.
- This does not affect the objection to contributory negligence.
- The above provisions apply to all contractual and non-contractual claims for compensation for damage against the hotel, irrespective of their legal basis, and accordingly to liability for reimbursement of expenses incurred in vain.
- The above provisions also apply in favour of the hotel's executive bodies, representatives, and vicarious agents.
- The guest undertakes to contribute to an extent that is acceptable to him to remedy a disruption and minimise any possible damage. In other respects, the guest undertakes to inform the hotel in good time of the possibility of extraordinarily significant damage.
- The hotel garage/parking lot are not monitored.
- The hotel provides wake-up calls with the utmost care. The guest has no claim to provision of such calls.
- Any items left behind by the guest shall only be forwarded at the guest's request, risk and expense. The hotel shall keep the items for three months, after which they shall be handed over to the local lost property office if there is an identifiable value. If the lost property office is not prepared to take possession of the items, they shall be kept for a further nine months and then either disposed of or, if disposal is not possible or not economically viable, destroyed.
- The hotel shall not be liable for negligent triggering of fire brigade operations caused by the guest (e.g. smoking in the room). The guest shall be charged for any costs incurred.

12. Withdrawal on the part of the hotel

- The hotel is entitled to withdraw from the contract without notice for objectively justified reasons, for example if
 - Force majeure or other circumstances for which the hotel is not responsible make it impossible to honour the contract.
 - Rooms or apartments are culpably booked with misleading or false statements of facts essential to the contract, e.g. concerning the guest's character or the purpose of his/her stay;
 - The purpose or reason for the stay is unlawful.
 - In the event of reselling/renting and/or subletting (see sub-section 8).

13. Cancellation right

- The guest does not have a statutory right of revocation in the event of the conclusion of contracts for the rental of hotel rooms and/or flats for accommodation and related services. The guest may therefore not revoke his/her declaration of intent directed at this contract.
- Regarding the conclusion of a contract for the purchase of a voucher within the meaning of sub-section 14, the following regulations on the right of revocation shall apply:
The guest/external customer is entitled to cancel the contract as a consumer, i.e., as a natural person who concludes a legal transaction for purposes which can predominantly be attributed neither to his commercial nor to his independent professional activity, in the event of a contract concluded by way of distance selling in accordance with the statutory provisions. Consumers have the following cancellation right.

CANCELLATION POLICY

Cancellation right

You are entitled to cancel this contract within fourteen days without stating reasons for such action. The cancellation period is fourteen days and commences from the day on which you or a third party stated by you, who is not the carrier, have or has taken possession of the credit note.

To exercise your right of withdrawal, you must inform us (Four Peaks Hospitality Tegernsee GmbH, Sanktjohanserstrasse 10, 83707 Bad Wiessee, Germany, telephone number: 0049 8022 98 200, e-mail address: welcome@caroundselig.de) by way of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You may use the enclosed sample cancellation form in that respect. However, you are not required to use that form.

To safeguard the period, it is sufficient if you forward the notification of exercising the cancellation right prior to expiry of the cancellation period.

Cancellation consequences

If you cancel this contract, we shall be required to repay to you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you a type of delivery other than the most favourable standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment we shall use the same payment method that you used in your original transaction unless something to the contrary was expressly agreed with you; under no circumstances shall we charge you fees for such a repayment. We may refuse to make the repayment until we have received the returned goods or until you furnish proof that you have sent the goods back depending on whichever is the earlier of the two.

You are to send the goods back to us, or hand them over to us, without delay and in any case at the latest within 14 days from the day on which you notify us of the cancellation of this contract. The period is deemed honoured if you send the goods prior to expiry of the period of 14 days.

The direct cost of returning the goods shall be borne by you.

You will only be required to pay for a potential loss in value of the goods if such a loss in value is attributable to unnecessary handling by you to review the quality, characteristics and functioning of the goods.

- With regard to entering into of a contract for the use of the SPA, fitness and/or wellness area by an external customer, the following regulations on the right of withdrawal apply:
The guest/external customer is entitled to cancel the contract as a consumer, i.e. as a natural person who concludes a legal transaction for purposes which can predominantly be attributed neither to his commercial nor to his independent professional activity, in the event of a contract concluded by way of distance selling in accordance with the statutory provisions. Consumers have the following cancellation right.

CANCELLATION NOTICE

Cancellation right

You are entitled to cancel this contract within fourteen days without stating reasons for such action. The cancellation period is fourteen days from the day on which the person entitled under the contract is authorised to use the SPA, fitness and/or wellness area.

To exercise your right of withdrawal, you must inform us (Four Peaks Hospitality Tegernsee GmbH, Sanktjohanserstrasse 10, 83707 Bad Wiessee, Germany, telephone number: 0049 8022 98 200, e-mail address: welcome@caroundselig.de) by way of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You may use the enclosed sample cancellation form in that respect. However, you are not required to use that form.

To safeguard the period, it is sufficient if you forward the notification of exercising the cancellation right prior to expiry of the cancellation period.

Cancellation consequences

If you cancel this contract, we shall be required to repay to you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you a type of delivery other than the most favourable standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment we shall use the same payment method that you used in your original transaction unless something to the contrary was expressly agreed with you; under no circumstances shall we charge you fees for such a repayment.

- If you have received physical goods (e.g. a voucher) from us, you can also revoke the contract by simply returning the goods. Should you return the goods to us within the statutory revocation period without any explanation, we will consider this as a revocation of the contract.
- Sample cancellation form:

SAMPLE CANCELLATION FORM

(If you wish to cancel the contract, please complete this form and return it.)

- To Four Peaks Hospitality Tegernsee GmbH, Sanktjohanserstrasse 10, D-83707 Bad Wiessee, Germany, telephone number: 0049 8022 98 200, e-mail address: welcome@caroundselig.de:
- I/we (*) cancel the contract I/we (*) entered into by me/us (*) for the purchase of the following goods (*)/the rendering of the following service (*)
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in the event of notification on paper)
- Date

(*) Delete as applicable.

14. Vouchers

- A voucher purchased from a hotel of the Four Peaks Hospitality Group may only be redeemed for hotel services at the hotel stated in the voucher.
- If residual credit remains following payment via the voucher, this shall continue to be valid and can be used for further payments at the respective hotel.
- Vouchers cannot be returned, they are not redeemable for cash.
- The purchaser of the voucher is responsible for providing correct data (in particular e-mail address) used to send the voucher and invoice.

15. Food and drinks brought into the hotel

- Consumption of food and beverages brought into the public areas is prohibited.
- Breakfast can only be taken in the designated rooms of the public area. Parts of the offered breakfast may not be taken away.
- Preparation of food in the rooms is prohibited.

16. No smoking in the hotel

- Four Peaks Hospitality Group hotels, including the hotel listed in sub-section 22, are non-smoking. Smoking in the public areas as well as in the guest rooms is, therefore, prohibited.
- In the event of a violation, the hotel has the right to demand compensation from the guest/customer for the cleaning costs to be incurred separately, including any loss of revenue from a room that cannot be rented out as a result. In the event that a guest room is cleaned, the hotel shall be entitled to demand a lump-sum compensation of EUR 180.00 from the guest. The guest is entitled to prove that the hotel has not incurred any damage at all or that the damage was significantly lower.

17. Pets

- Bringing a pet into the hotel shall be subject to written consent by the hotel.
- The guest undertakes to give prior notice of the wish to bring a pet into the hotel.
- If the hotel agrees to guests bringing in a pet, this shall be on condition that the pet is under the constant supervision of the guest, disease-free and does not otherwise pose a danger to hotel guests or hotel staff.
- The pet may not be taken to breakfast.
- A fee of EUR 60.00 each stay shall be charged for the pet. Exceptions to this rule are guide dogs, dogs for the deaf and other similar service dogs. These may be brought into the hotel free of charge and at any time, whereby prior notification must be given in accordance with the above bullet points 1 and 2.

18. Special terms and conditions of payment and cancellation

- Special terms and conditions of payment and cancellation apply to group bookings of more than ten rooms, contingent contracts or for correspondingly defined periods. These are stated in the booking process and on the booking confirmation or arise on the basis of the corresponding contracts.

19. Data Protection

- The data protection regulations can be viewed at: <https://caroundselig.de/de/datenschutz>

20. Marriott Bonvoy

- The conditions of participation for the Marriott Bonvoy Membership Programme can be viewed at <https://www.marriott.com/loyalty.mi>

21. Final provisions

- The law of the Federal Republic of Germany, by way of exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and excluding any recourse or further reference, apply to these General Terms and Conditions of Business for Events as well as contracts to which these General Terms and Conditions of Business for Events apply according to sub-section 1 (hereinafter "Contracts according to these General Terms and Conditions of Business for Events").
- At the hotel's discretion, the customer's registered office or the hotel's registered office shall be deemed the place of jurisdiction for all disputes between the hotel and guests/customers/users who are merchants, legal entities under public law

or special funds under public law arising from or in conjunction with these General Terms and Conditions of Business for Events and contracts under these General Terms and Conditions of Business for Events. The hotel's registered office is deemed the exclusive place of jurisdiction for legal action against the hotel. Sentence 1 and sentence 2 of this Point 2, shall not affect compulsory, statutory, provisions in respect of exclusive places of jurisdiction, including Section 689(2), ZPO [German Code of Civil Procedure].

- Amendments to or supplementary information in respect of the General Terms and Conditions of Business for Events as well as contracts under these General Terms and Conditions of Business for Events must be made in writing to be effective. This also applies to amending or rescinding this clause. Individual contractual agreements that vary from these shall have preference.
- If a provision of these General Terms and Conditions of Business for Events as well as contracts under these General Terms and Conditions of Business for Events has not become part of the contract in full or in part, or is or becomes invalid or impracticable, the General Terms and Conditions of Business for Events as well as the contracts under these General Terms and Conditions of Business for Events shall remain valid in all other respects. The invalid or impracticable provision shall be replaced by way of interpretation or, alternatively, reinterpretation or, alternatively, a separate agreement, by a valid and practicable provision that corresponds or comes closest to the essence and purpose of the invalid or impracticable provision, insofar as the content of the General Terms and Conditions of Business for Events as well as the contracts under these General Terms and Conditions of Business for Events is not substantially changed thereby. The same applies in the event of loopholes in the contract.

22. Companies

These General Terms and Conditions of Business apply to the following companies:

- 1) Four Peaks Hospitality Tegernsee GmbH
Bahnhofstrasse 29
83684 Tegernsee, Germany
Amtsgericht München HRB 279031
UST ID DE 139/126/70370