



## Conditions Hollywood Media Hotels

### § 1 Scope

- These Terms and Conditions (GTC) apply to all services of the Hollywood Media Hotel (hereinafter HMMH) to the guest, the organizers and other parties (hereinafter "Contractor") provides. These services consist, in particular in the use against payment of hotel bedrooms and other rooms for example, Seminars, meetings, presentations, conferences, banquets and other events, the sale of food and beverages (F & B), the organization of cultural and sporting events and other programs, the provision of special health promotion measures and comparable quotes and all other related services and supplies of HMMH. HMMH is entitled to have its services by third parties.
- These terms and conditions apply to all types of contracts such as Hotel accommodation, package tour, quota or event contracts concluded with HMMH. The terms and conditions also apply to all future transactions with the counterparty.
- Terms of the contract partner shall not apply even if HMMH does not expressly object to them. Confirmations of the contractor having regard to its terms and conditions are hereby rejected.
- The contractor agrees on acceptance of the contract agree that company name and logo may be specified as a reference to our website and other advertising media of HMMH. The customer is free at any time to revoke the agreement.

### § 2 Conclusion

- A specific contract will be concluded strictly according to verbal or written request of the contractor and by the adoption of HMMH. HMMH is free to the request in writing, orally, in writing (e-mail, fax) or implicitly, accept by performance. *Technical errors and thereby caused erroneous bookings are excluded.*
- Does the contractor from a so-called. Contingent contract, the contractor shall be liable for all damages caused by end-users fault.
- Subletting or the gratuitous use of the rooms provided by third parties and the use of other than lodging purposes is permitted only if HMMH is expressly permitted. HMMH may grant an exception in writing on request at their discretion.

### § 3 room use, room transfer, departure

- The provision of the room is solely for accommodation purposes.
- The contractor shall not be entitled to use of particular rooms, especially those that are listed on the website HMMH as an example, as far as this is not expressly agreed in writing. The room photos, website HMMH or other booking engines are sample room. The hotel reserves the right to award the booking is subject to availability. If room in the house is not available, HMMH will inform the other party of this immediately and offer equivalent replacement in a spatially nearby hotel of the same category. Rejects the counterparty, HMMH has to report rendered by the contractor without delay.
- Reserved rooms are available to the contractor on arrival from 16:00 clock. Unless otherwise agreed, HMMH has the right to the booked rooms after 18:00 clock otherwise, without the contract partner may derive any rights or claims.
- The rooms must be vacated on departure day at 12:00 clock. Then HMMH can make about the damage resulting from it outside for the additional use of the room till 16:00 clock the daily room rate charged, from 16:00 clock 100% of the full accommodation rate (list price).
- The HMMH provides on request smoking rooms if available, but cannot guarantee this request due to the limited number of smoking rooms.
- Should the guest smoke in a Nonsmoking room, the hotel will charge an extra cleaning fee of one-time € 150.00.

### § 4 events

- To enable careful preparation by HMMH, the contractor shall notify the HMMH final number of participants no later than three days before the event. If the contractor partner thereby notifies a higher than the agreed number of participants, this higher number of participants will be part of the contract only if the HMMH written consent. Is HMMH in writing to the other party is not entitled to conduct the event with a higher number of participants. Is HMMH to, the settlement under the new agreement is determined (possibly with additional expenses). A claim by the contractor on an agreement exists. The charges shall be independent of the communication from the level of attendance by the contractual agreements. Should fewer participants actually attend the event, this is irrelevant to the settlement.
- Where the agreed date of commencement of an event, so HMMH is entitled to invoice the contractor partner for all additional costs thereby incurred charged.
- Reserved rooms are available to the contractor within the period agreed in writing. Use beyond requires the written consent HMMH and will normally be granted only for additional consideration. Make room changes reserved, unless these are reasonable considering the interests HMMH for the contractor.
- For events which go beyond midnight, HMMH can per service employee booked for each hour or part thereof € 50.00 excl. VAT. Provide VAT. Invoiced. The contractor shall be liable to HMMH for additional services provided to the event participants or third parties in connection with the event.
- All regulatory approvals must obtain at his own expense the other party, unless written otherwise expressly agreed. The contractor is responsible for complying with all relevant (administrative) law. For the event to third parties for paying taxes such as Etc. GEMA fees, entertainment shall be paid by the contractor immediately to the creditor.
- The contractor shall be liable for the conduct of its employees, the event participants and other assistants as for his own behavior. The hotel may require the contractor to provide reasonable security (eg insurance, deposits and guarantees).
- To prevent damage, the affixing and installation of decorative material or other items must be agreed with HMMH. For exhibit and other items must be removed after the event. If he fails to contractors of this Regulation, HMMH has the right to have them removed and paid storage. Introduced transport packages, overpacks and all other packaging materials must be disposed of by the contractor at his own cost. One may be disposed of charge, unless the contract partner leaves packaging after the event. All introduced at the event items such as decorative material u. A need. Comply with all relevant statutory provisions.
- coverage for items brought not by HMMH. The requisite insurance is the sole responsibility of the contractor.
- Faults or defects found by HMMH available facilities are, as far as possible HMMH eliminated. The contracting party may not invoke in this context.
- Where the contractor its own electrical equipment, before such equipment is connected to the power grid to approval by the hotel management. The resulting power consumption is calculated according to the currently valid electricity prices as the utilities they charged HMMH. A flat rate calculation is free HMMH. Connecting occurring faults or defects in the technical facilities HMMH shall be borne by the contractor.
- Obtain HMMH technical or other for the contract partner institutions from third parties, HMMH in the name and for the account of the contractor, shall be liable for the careful handling and orderly return of such equipment and shall indemnify HMMH all third party claims upon first written demand. A liability HMMH for failure to obtain or defectiveness of the procured equipment is excluded.
- The contractor shall not bring food or beverages to events in principle. In special cases (eg national specialties etc.) can also be a written agreement; in those cases, an overhead charge is calculated after deducting the proportionate use of goods.
- Newspaper advertisements containing invitations to job interviews or sales events in principle require prior written consent HMMH. If a publication without consent, HMMH has the right to cancel the event.
- Jede Art von Werbung, Information, Einladungen, durch die ein Bezug zum HMMH, insbesondere durch Verwendung des Hotelnamens, hergestellt wird, bedarf der vorherigen schriftlichen Einwilligung des HMMH.

### § 5 Provision of services, prices, payments, offsetting and assignment

- The prices of the services are based on valid at the time services are rendered price list HMMH. All prices are inclusive of the currently applicable taxes. The prices are public duties such as Taxes, royalties culture (so-called. "Bed tax") u. Ä. Not included. The charges referred to will also bear the contractor. The amounts charged to him separately. Increases in sales tax will be borne by the contractor. If the period between contract and initial provision of services exceeds 120 days, HMMH has the right to make price increases of up to 15%. Subsequent alterations to services may lead to changes in prices. HMMH is entitled to request advance payment or security deposit up to 100% of total payment obligation of the contractor upon conclusion of the contract partner. The amount of the advance payment and payment dates may be specified in the contract.
- the contract partner has booked within a period in which a trade fair, a major event or any other event occurs and is of such event is postponed after the contract for reasons that HMMH is not responsible for, the contract shall apply for the new period, HMMH if the fulfillment of the agreed services at this time is possible. Whether HMMH can meet its obligations, it shall inform the contractor shall, within a reasonable period. If the service is not possible, especially if the reserved rooms are rented for the new period already to third parties, the parties may withdraw without explanation from the contract. The assertion of claims against the other party is excluded. This does not apply to payments already made. These are refunded or credited.
- The payment claim HMMH is due immediately upon receipt of the relevant invoice. An invoice is valid for 3 days from dispatch deemed received by the invoice recipient, except where earlier can be detected at the latest. In case of payment default, the statutory rules apply.
- The creation of an overall account does not remove the timely payment of individual invoices. Any delay of even a single invoice HMMH entitled to withhold all further and future services and to make provision of services of a security in the amount of up to 100% of the outstanding payment dependent.
- For each reminder, a fee of € 10.00 is payable. Invoices are payable immediately in cash or by credit card. HMMH is entitled to reject foreign currency, checks and credit cards. Vouchers (voucher) from tour operators will only be accepted if a credit agreement exists with the company concerned or if corresponding advance payments have been made. A refund for unused services is excluded.
- The contractor may only offset against a claim HMMH, if his claim is undisputed or legally binding. The same applies for the right of retention due to its own claims of the contractor. Claims and other rights may be transferred only with the written consent HMMH. Without physically present 7. Does the contractor for the payment of HMMH products with advance payment obligation (for example, general orders requiring or guaranteed booking) a credit card (eg over the phone or internet), the contractor shall not be entitled in relation to HMMH ,his credit card company to withdraw from this burden.

### § 6 Cancellation / Service reductions

- Reservations of the contracting party shall be binding on both parties. In case of cancellation or reduction by the contractor must pay the following compensation to:
  - No compensation if written notification of cancellation or reduction to (and including) approaching 90 days prior to the beginning of the service period HMMH
  - Compensation i. H. v. 50% of the value of the services ordered if written notification of cancellation or reduction from 89 to 30 days before the beginning of the service period HMMH approaching
  - Compensation i. H. v. 70% of the value of the services ordered if written notification of cancellation or reduction of 29 and 10 days before the beginning of the service period HMMH approaching

- Compensation i. H. v. 90% of the value of the services ordered if written notification of cancellation or reduction approaching less than 10 days before the beginning of the service period HMMH.
- The contractor is entitled to prove that the damage HMMH not given or is less.
- If HMMH can provide the canceled service in the agreed period to third parties, the damages of the contractor reduced by the amount payable to the third party for the canceled service, but only up to the elimination of Damages.
- Regardless of the damages mentioned above, the contractor has a flat processing fee of € 50 - to afford.

### § 7 Withdrawal / Termination HMMH

- HMMH is entitled to the legal requirements to rescind the contract (§ 323 German Civil Code) or to terminate the contract (§ 314), if:
  - the other party fails to meet an obligation
  - the performance of the contract due to force majeure, strike or other HMMH due to circumstances beyond impossible
  - the contractor makes misleading or false information on material data
  - the contractor uses the name of HMMH in advertising materials without prior written consent
  - hereunder rooms are sublet in whole or in part without written permission HMMH
  - HMMH reasonable grounds to believe that the use of the hotel's services might jeopardize the smooth operation, security or reputation HMMH in public.
- HMMH shall notify the other party of its right of cancellation / termination without delay, within 14 days after written notice of the reason. Rescission of the contract by HMMH justify any claims of the contractor to damages or other compensation. A claim HMMH to repair of damage suffered and expenses incurred by it remains unaffected in the case of justified cancellation of contract.

### § 8 Liability HMMH. Items brought in, statute of limitations

- HMMH is liable for all legal and contractual claims only in the case of intentional or grossly negligent behavior.
- Exceptionally HMMH liable for ordinary negligence for damages
  - due to the violation of essential contractual obligations. In these cases, liability is limited to the foreseeable contract damages
  - due to the injury of life, body or health.
- exclusions and limitations apply equally to all companies engaged to perform its contractual obligations by HMMH, their subcontractors and agents. They do not apply if HMMH provides a guarantee for the quality of an object or work or fraudulent concealment of defects.
- The contractor is obliged discernible defects, at the latest on departure display at the hotel.
- For items brought in by the contractual partner with the legal provisions of §§ 701 ff BGB.
- left behind by the contractor partner / guest shall only be forwarded upon request, risk and expense of the contractor. HMMH preserves the items for 12 months and charge a reasonable fee. Thereafter, the things, if any value, handed over to the local lost property office.

### § 9 Additional provisions for package travel contracts

- If the obligation HMMH, along with providing room and board in the organization of a recreational program as a chargeable service, this shall represent a so-called. Package contract.
- Due to changes, deviations or reductions of individual services within the framework of a package tour contract which become necessary after conclusion of the contract, the contractor may not assert any claims if they are merely insubstantial.
- If not agreed and taken provided services by the contractor in, no reduction or refund of the full charge is not possible.
- HMMH shall not be liable for any damage suffered by the contract partner through use of a special benefit of a third party. The contract partner will be referred to the enforcement of his rights against the respective organizer of special benefit.

### § 10 AGREEMENT Wi-Fi

#### Terms of Use Agreement of the in-house Internet access via WiFi

- Permission to free shared  
The owner operates in his hotel Internet access. It allows the guest for the duration of his stay in the hotel has a free shared wireless access to the Internet. The free sharing is offered as a service of the hotel and is revocable at any time. The guest has no right to allow third parties to use the wireless LAN. The owner is entitled at any time, totally, partially or temporarily suspend the operation of the wireless network to allow additional co user and to limit access of the guest totally, partially or temporarily or excluded. The owner especially reserves, in its sole discretion and at any time to block access to certain sites or services via the WLAN (eg, violent, pornographic or paid pages).
- Access All access  
(Username and password) are intended for personal use only and may not be the guest never passed on to third parties. The guest is obliged to keep his access data secret. The owner always has the right to change access codes.
- Notes, dangers of Wi-Fi use  
The guest should be noted that the traffic produced using the wireless network is not encrypted. The data can be viewed by third parties, therefore, possibly. The Wi-Fi only allows access to the Internet. The retrieved contents are not verified by the owner, especially as to whether they contain malware. The use of the wireless network at your own risk and at your own risk of the guest. The owner expressly indicates that the risk of malicious software (eg viruses, Trojans, worms, etc.) gets in the use of the wireless network to the terminal.
- Responsibility and waiver of claims  
For the data that it utilized paid services and paid transactions transmitted over the wireless guest's responsibility. He is obliged to comply with the law in force when using the wireless LAN.  
It will in particular:
  - WLAN still use neither for retrieval spread of immoral or unlawful content;
  - reproduce any copyrighted goods unlawfully, distribute or make available;
  - the existing youth protection rules;Send or distribute • No harassing, libelous or threatening content;
  - Wi-Fi is not for sending bulk messages (spam) and / or other forms of illegal advertising.The guest is the owner of all damages and claims of third parties based on an unlawful use of WLANs by the guest and / or from a breach of this Agreement, this also extends to the use or for their defense related costs and expenses. Identifies the host or he must realize that such a breach and / or such violation or threat, he identifies the holder attention to that fact.
- Documentation of use  
The guest is hereby informed that any use of the wireless network with an IP address, date and time will be documented and archived in the area held harmless in a legal case.

### § 11 Online controversy – Mandatory information according to Regulation (EU) No 524/2013 of the European Parliament and Council.:

According to the European Regulation on online disputes in consumer affairs (ODR Regulation), we refer to the European Commission's online controversy platform: <http://ec.europa.eu/consumers/odr/>

#### Participation in the conciliation procedure

Hollywood Media Hotel GmbH is not willing and obliged to participate in dispute settlement proceedings in a consumer complaint office.

### § 12 Place of performance and payment, place of jurisdiction, side agreements, partial invalidity

- Place of performance and payment is the seat of the HMMH for both sides.
- German law applies.
- if the customer is a merchant, a legal entity under public law or public law special fund to be is a place of jurisdiction.
- If any provision of the contract, including these Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions.

#### Terms of Business Package

Said Business Package price is per room / night and includes our extensive breakfast buffet, the Business Service (Fax & Copy Service), a free Wi-Fi access throughout the hotel, the Fitness & Wellness use, service and VAT. Reserved rooms are available on arrival from 15:00 clock and on departure to 12:00 clock. Unless otherwise agreed, a free of charge until 48 hours before arrival. Thereafter, a cancellation fee of 80% of the gross room rate will be charged by the property, this is also true for no show without cancellation. Cancellation is usually in written form. If this is not possible, by reservation telephone cancellation is valid by obtaining a cancellation number. The reservation is held to 16:00 clock on arrival. Later arrivals are to be communicated and warrants to the hotel in advance. At fairs, special events and in groups, meeting requests and packages separate terms and conditions apply. The law of the Federal Republic of Germany. If the customer is a merchant, a legal entity under public law or public law special fund to be is a place of jurisdiction.

#### Conditions for Packages

Referred to in the package prices include service, at the statutory tax, the City Tax (accommodation tax) and include our buffet breakfast and use of the gym and spa area. Offer valid only on request and subject to availability. Offer not valid during trade fairs and events. The rates are non-commissionable. Children stay free when sharing bed with parents up to 5 years. Prices subject to change! Extra nights and other room categories are fond available on request. Reserved rooms are available on arrival from 15:00 clock and on departure to 12:00

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clock. The reservation is held to 16:00 clock on arrival. Later arrivals are to be communicated to the hotel before. Unless otherwise agreed, Free cancellation up to 14 days before arrival. (does not apply to musical Packages) Thereafter, a cancellation fee of 80% of the gross room rate will be charged by the property, this is also true for no show without cancellation. Cancellation is usually in written form. If this is not possible, by reservation telephone the cancellation by the receipt of a cancellation number will gültig. Der customer has no right to demand that certain rooms, especially those that are listed on the website HMMH as an example, as far as this is not explicitly agreed in writing was. The room photos, website HMMH or other booking engines are sample room. The hotel reserves the right to award the booking is subject to availability. The hotel's liability is limited to its own services in the hotel. The liability of the hotel and a cancellation is excluded for booked services (Musical, Show). Stage Entertainment and / or the FriedrichstadtPalast mbH as the organizer (Musical Show), be liable for defects of the services and all damages, including injury or damage, which are in connection with the brokered services.

#### **The terms and conditions of the organizer (musical show).**

Different cancellation clause Musical & Show Packages Reservations can not be canceled and must be guaranteed by credit card. In case of cancellation (also partial cancellation) or no-show the hotel will charge 80% of the booked sales volume. Tickets may not be exchanged or returned!

Extract from the Terms of Stage Entertainment Marketing & Sales GmbH - valid for all Musical Package bookings

Stage Entertainment is fundamentally committed to the events as agreed and announced to perform and to grant the holders of a partner hotel (Hollywood Media Hotel) mediated tickets to his productions inlet and place according to the records. Terms and Conditions apply the organizer. Stage Entertainment but reserves the right to sold and unsold tickets from a quota, for example, at any time to recover at home part-and full-house sales. The Partner Hotel (Hollywood Media Hotel) is always informed in writing. The hotel guest will be refunded in this case the price of admission, other claims are not to the hotel guest.  
Conditions for individual reservations (excerpt)

The prices listed are per room / night and include our rich breakfast buffet, Fitness & Wellness, service, VAT and City Tax (accommodation tax). Reserved rooms are available on arrival from 15.00 clock and on departure to 12.00 clock. The reservation is held to 18:00 clock on arrival. Later arrivals are to be communicated to the hotel before. Unless otherwise agreed, a free of charge until 18:00 Uh day of arrival is possible. (Except for fairs, congresses and events) is then charged and collected by the hotel a cancellation fee of 80% of the gross room rate, this is also true for no show without cancellation. Cancellation is usually in written form. If this is not possible, by reservation telephone cancellation is valid by obtaining a cancellation number. At fairs, special events and in groups, meeting requests and packages separate terms and conditions apply.

The customer is not entitled to the provision of certain rooms, especially those that are listed on the website of the hotel as an example, as far as this is not expressly agreed in writing. The room photos, the website of the hotel or other booking engines are sample room. The hotel reserves the right to award the booking is subject to availability. The law of the Federal Republic of Germany. Should the customer is a merchant, a legal entity under public law or public law special fund to be is a place of jurisdiction.

**Berlin, November 2023**