

## General Terms and Conditions (GTC)

### B. Special part B2

#### 2 Events (visits, guided tours, workshops etc.)

- 2.1 As a rule, the minimum age for participating in Diwisa Events is 18 (see part A, section 3.1 of the GTC). Diwisa reserves the right to check identity documents and where applicable to exclude any Customer under the age of 18.
- 2.2 Customers who are already intoxicated with alcohol may not participate in Diwisa Events. Diwisa reserves the right to refuse entry to or remove any such Customers in situ. Should this occur, there shall be no right to reimbursement of the (ticket) price.
- 2.3 Diwisa's hygiene and safety rules must be complied with in relation to its Events. Each participating Customer is obliged to comply with the rules governing participation made known before, at the start of or during the Event and to abide strictly with any instructions issued by Diwisa staff. In the event of non-compliance, the Customer may be excluded from the Event. Should this occur, there shall be no entitlement to reimbursement of the (ticket) price.
- 2.4 The prices indicated by Diwisa for Events contain value added tax at the statutory rate and include the relevant elements of the service indicated (according to the order confirmation and website, flyer, etc.). Prices are liable to change in line with taxes, charges or other duties.
- 2.5 By clicking on “enquire”, “tickets”, “buy tickets” or any similar button on the Electronic Sales Channels (e.g. website), the Customer shall be deemed to have submitted a legally binding offer to book the Event (see part A, section 4.2 of the GTC).
- 2.6 It is absolutely essential for participants to register in order to participate in a Diwisa Event. A registration may be placed by making a written or oral booking with Diwisa or through a partner or ticketing platform. Registration for scheduled, public Events is possible until the evening before the Event concerned (subject to availability of spaces). The number of possible participants is limited and is set by Diwisa. Groups may only be registered for outside scheduled Event times by telephone or written agreement with Diwisa.
- 2.7 Any other special requests or specific material in relation to Event must be requested prior to contractual confirmation and only by prior agreement and shall (if possible) only be provided by Diwisa. Any additional costs over not mentioned in the contractual confirmation shall be borne by the Customer.
- 2.8 Diwisa expressly reserves the right to make necessary changes to the program in relation to Events; in particular, it reserves the right to cancel any Event due to unforeseen or extraordinary circumstances (e.g. force majeure, inclement weather or climatic conditions, individual circumstances, governmental action, security rights, operational reasons, etc.). In the event of cancellation, the participating Customers shall be informed without undue delay and the participation fee shall be reimbursed. No further claims may be brought; liability is restricted exclusively to the participation fee.
- 2.9 Cancellation by a participating Customer is possible free of charge up to four days before the start of the Event. In such an eventuality, the relevant amount shall be reimbursed in full either in cash or by bank transfer. The number of participants – as stated upon registration – is binding. Any subsequent changes to group size must be reported by the Customer in good time no later than four days prior to the start of the Event, and shall only be deemed to have been accepted if reconfirmed by Diwisa. Cancellations or subsequent changes may be submitted to Diwisa in writing, by telephone or by email,

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and compliance with any applicable time limits shall be determined with reference to the date of receipt by Diwisa.

- 2.10** In the event of failure to appear at an Event without cancellation in good time (see above) there shall be no entitlement to reimbursement of the (ticket) price and also no entitlement to participate on another date. In such an eventuality, the Customer shall be charged for the minimum number of participants (the number of people is stated in the information relating to the Event), in addition to catering costs (15% of the Event costs).
- 2.11** In registering for an Event the Customer undertakes to pay the participation fee (ticket price, catering costs, etc.).
- 2.12** When booking Events, payment shall be made directly at the time of the booking through the partner or ticketing platform. The means of payment available are specified by the relevant platform. When booking directly with Diwisa (in writing or orally) payment shall be made in advance by bank transfer. Please refer above to part A, section 7.2 of the GTC for the bank details.
- 2.13** The price for the Event is due net without any deduction upon conclusion of the contract. In the event of payment by credit card or in advance, the order shall be processed upon receipt of the amount due.
- 2.14** Customers participating in Events are not insured by Diwisa by virtue of the booking. The Customer is responsible for taking out sufficient health and accident insurance. It is not possible to exclude the risk of accidents entirely, despite the expert and safe conduct of Events (e.g. tripping over during visits, burns, etc.). Diwisa does not accept any liability in this regard. Participation in Events is at the participant's own risk.
- 2.15** Diwisa undertakes towards the Customer in relation to Events to prepare and conduct the agreed activities in a conscientious, professional and exemplary manner.
- 2.16** In relation to Events, Diwisa shall be liable for any deficiencies in the implementation of the activities agreed to, insofar as these fall culpably short of the agreed services, or for any significant changes to the content of the contract that imply a significantly reduced value (of the overall packet). However, Diwisa does not provide any warranty that the end Product in relation to Events will be absolutely identical in sensory terms to the recipe developed, especially as the development of aromas can differ significantly depending upon the size of still used (e.g. 2.5 litre small still as against a larger still).
- 2.17** Any Customer participating in an Event shall be liable towards Diwisa for all damages and losses caused by him/her, without any requirement for Diwisa to demonstrate that the participant was at fault. Diwisa does not accept any liability for the loss of or damage to the property or clothes of participating Customers. Similarly, no liability shall be incurred in relation to the cloakroom.
- 2.18** The data provided when booking Events shall be stored and processed using electronic data processing systems in accordance with applicable data protection law (see above part A, section 13 of the GTC). Unless indicated otherwise by the participating Customer (consent upon registration), Diwisa may provide information concerning future Events. This consent may be withdrawn by the participant at any time.