

# General terms and conditions for journalists and travel industry professionals participating in fact-finding tours

## Preamble

The German National Tourist Board (GNTB) is the marketing organisation for Germany as a travel destination and its objective is to enhance the positive image of Destination Germany and increase the volume of tourist traffic to, and within, Germany. In order to fulfil this objective, the GNTB maintains a presence in major international source markets around the world with 25 regional offices divided into six regional management organisations. The GNTB also runs online campaigns.

## 1. Scope

These Terms and Conditions apply to journalists and travel industry professionals ('Participants') who participate in fact-finding tours organised by the German National Tourist Board ('GNTB').

## 2. Formation of contract

(1) Conditions of eligibility: Media representatives who work for print or online media, radio or TV and have already published editorial features about Germany as a travel destination or have a clear and specific interest in such publication, will be invited to participate in the tours. Also eligible to participate are travel industry professionals with product responsibility who work for distributors, tour operators, travel agencies or online providers of travel services and who plan to include holidays to Germany in their product listings.

(2) Registration: Participants may only be registered for fact-finding tours if they have received an invitation from a GNTB foreign representative office, sales and marketing agency or PR agency.

(3) Confirmation of participation: Registered Participants will receive written confirmation of participation from the GNTB.

(4) Restricted number of Participants: The number of Participants may be restricted where there are objective reasons for such restriction, especially where capacity is limited.

(5) Cancellation by the GNTB: The GNTB is entitled to cancel the contract if:

- the Participant fails to comply with instructions of GNTB staff and continues their behaviour even after being requested to desist; or
- the registered Participant no longer meets the conditions for participation or the GNTB subsequently becomes aware of circumstances that would have precluded their participation, had the GNTB known of them in advance.

Exercise of the right of cancellation does not prejudice any claims to compensation.

## 3. Liability and insurance

Strict liability on the part of the GNTB is excluded. However, the GNTB is liable in cases of intent, gross negligence and the culpable breach of essential contractual obligations, whereby the maximum extent of such liability is defined by the usual and typically foreseeable loss. Any more far-reaching liability is

explicitly excluded. Participants are advised to take out additional insurance, such as travel insurance, to cover possible risk of loss.

#### **4. Official documents; statutory conditions**

Participants are personally responsible for obtaining all official documents required for participation. They are obliged to comply with immigration and customs regulations, the applicable police, health and trading regulations and other statutory provisions.

#### **5. Photography and video/audio recordings**

The GNTB is entitled to have photos taken and films, video recordings and other records made of the tours, and to use these for promotional purposes and press communications, without having to seek additional permission from the persons filmed or recorded. This also applies to photographs and recordings taken during a fact-finding tour by the press or television with the permission of the GNTB.

#### **6. Use of data relating to journalists and travel agency professionals**

Participants agree that their personal data and attendance details may be collected, stored and processed exclusively for internal purposes of the GNTB and to enable performance of the contract. They further agree that the following data may be provided to all those involved in the fact-finding tour as suppliers (local & regional partners of the GNTB, hotels etc.): title, first name, last name, position in the organisation, telephone, fax and mobile numbers, email address, social media profiles and company information (name, address, website, type, circulation/visitors, publication frequency, specialisation, media type). The data will not be passed on to third parties.

#### **7. Force majeure**

If the GNTB is unable to hold the event or unable to hold it in the planned manner because of circumstances for which the Participant is not responsible, the Participant is not entitled to claim compensation for any wasted expenditure incurred in connection with their planned participation.

#### **8. House rules**

The house rules of the event organiser and, where applicable, the provider of the premises or accommodation apply at all venues and for the entire duration of the event.

#### **9. Concluding provisions**

(1) Written form: Amendments and additions must be made in writing.

(2) Acceptance of the conditions of participation: When registering for a fact-finding tour, the Participant must sign these general terms and conditions of participation to indicate their acceptance of them and confirm that they are eligible to participate in the tour.

(3) Severability clause: Should one or more provisions of these terms and conditions of participation be or become ineffective, either wholly or in part, or should a provision be missing, this will not affect the validity of the remaining provisions. The relevant statutory provisions will apply in place of the ineffective or missing provisions.