# Right of cancellation for consumers

Consumers have a right to cancel subject to the following stipulations. A consumer is any natural person who concludes a legal transaction for purposes which can mainly be attributed neither to their commercial nor their freelance professional activities:

### Information on the right of cancellation

### Right of cancellation

You are entitled to cancel this agreement within fourteen days without stating reasons. The cancellation period lasts fourteen days from the day on which you or third parties you have appointed and who are not carriers take or took possession of the goods.

In order to exercise your right to cancellation, you must inform us (Europa-Park GmbH & Co – Hotelbetriebe KG, Europa-Park-Strasse 4+6, 77977 Rust, phone: +49 (0)7822/860-5522; fax: +4- (0)7822/860-5946; email: widerruf.hotel@europapark.de) of your intention to cancel this agreement by means of an explicit declaration (e.g. a letter sent by post, fax or mail). You can use the enclosed blank cancellation form for this.

You can also fill in the cancellation form or another explicit declaration on our website <a href="https://reservation.europapark.de/v8hotel/Revocation.aspx">https://reservation.europapark.de/v8hotel/Revocation.aspx</a> and send it to us electronically. If you make use of this option, we will immediately send you confirmation of receipt of such a cancellation by email.

To comply with the deadline it is sufficient to send the declaration of cancellation before the end of the cancellation period.

#### Consequences of cancellation

If you cancel this agreement we must refund all payments we have received from you, including delivery costs (with the exception of additional costs which may result from you having chosen a means of delivery other than the cheapest standard delivery we offer), immediately within fourteen days as from the day we receive the declaration of cancellation of this agreement. We shall use the same means of payment for this refund as was used for the original transaction, unless something different was expressly agreed; in any case, no charges will be made because of this repayment.

We may refuse repayment until we have received the goods again or until you have supplied proof that you have sent back the goods, whichever is sooner.

You must return or hand over the goods to us without delay within fourteen days as from the day on which you inform us of cancellation at the latest. The deadline has been adhered to if you send back the goods within fourteen days. You bear the direct costs of returning the goods.

This is to certify the correctness and completeness of the above translation from the original German document.

You must only pay for any loss in value of the goods if this loss in value can be attributed to treatment of the goods which is not necessary to ascertain the quality, properties and means of functioning of the goods.

## Exclusion and premature expiry of the right to cancellation

The right to cancellation does not apply to agreements

- For supplying goods which are not pre-assembled and for which individual selection or individual instructions from the consumer are essential or which are uniquely tailored to the consumer's requirements;
- For providing services in the area of hospitality for purposes other than for accommodation, conveyance of goods, vehicle rental, supply of food and beverages and also for providing further services in connection with leisure activities if the agreement provides for a specific date or period for provision;
- For supplying goods which can quickly deteriorate or of which the expiry date is quickly exceeded;
- For supplying alcoholic beverages, the price of which was agreed at the time of concluding the agreement but which cannot be delivered until 30 days after conclusion of the agreement at the earliest and whose current value depends on market fluctuations over which the contractor has no influence;
- For supplying newspapers, magazines or glossy magazines with the exception of subscription agreements.

The right to cancellation expires prematurely with agreements

- For supplying sealed goods which are not suitable for return for reasons of health or hygiene if their sealed packaging is removed after delivery;
- For supplying goods if they are inseparably mixed together with other goods after delivery due to their constitution;
- For supplying sound or video recordings or computer software in sealed packaging if the seal is removed after delivery.