

General travel conditions of ANEX Tour GmbH

The following travel conditions become part of a package travel contract concluded between travellers (hereinafter “**travel guest**”) and ANEX Tour GmbH (hereinafter “**ANEX Tour**”).

These conditions also apply to travel offers under the brands of ANEX Tour, “Bucher Reisen, Neckermann Reisen” and “Öger Tours” are distributed as well as for dynamically produced trips (hereinafter “XANE, XOGÉ, XBUC and XNEC jointly **X products**”). X-Products travel products are “flexible travel packages”. According to the individual requirements of the travel guest, ANEX Tour submits their request to various airlines in real-time. Only then will the trip’s total price, which consists of various components (flight, hotel, transfer, etc.) be calculated. The price can change with every booking request for X products, as the trip is only put together at the moment of the request. As a result, there may be short-term price fluctuations during the booking process between the first query and the later price presentation before the binding booking declaration is submitted.

1. Catalogues and other published travel descriptions of the ANEX Tour

1.1

The information provided by ANEX Tour in currently published catalogues, travel descriptions or in Telemedia (jointly or individually hereinafter referred to as “**brochure**”) is binding. However, information on the characteristics of a trip is subject to change in accordance with the following provisions before a travel contract is concluded. In particular, the price information is subject to adjustment due to increases in transport costs, charges for certain services, such as port or airport fees, a change in the exchange rates applicable to the trip in question after publication of the brochure, or if the trip desired by the travel guest and shown in the brochure is only available after publication by purchasing additional quotas.

1.2

With the publication of new brochures, all previous brochures about travel destinations and dates with the same name are no longer valid.

1.3

The travel guest can individually arrange services with ANEX Tour that deviate from the brochure.

2. Conclusion of the travel contract

2.1

The travel guest makes a binding offer to ANEX Tour to conclude a travel contract upon booking. The travel guest can register for a trip by telephone, online, or by email via travel agents (stationary travel agencies, online travel portals, etc.). ANEX Tour is free to accept the travel guest's offer. If ANEX Tour accepts the offer, the contract is concluded upon receipt of the declaration of acceptance, i.e. the booking confirmation, by the travel guest.

2.2

The travel guest will be informed about the acceptance of the offer by ANEX Tour by sending the travel confirmation, the security certificate (customer money protection) and the invoice.

The contract with ANEX Tour is concluded with all travel guests named in the booking confirmation under the booking number assigned by ANEX Tour.

2.3

The travel confirmation contains, among other things: Information about the travel price, the amount of the deposit to be paid, the due date of the remaining amount, the destinations of the trip, the means of transport, accommodation, meals, the travel route, any visits, excursions and other services included in the travel price, the Departure and return locations, if applicable, the minimum number of participants required to complete the trip and, if applicable, special requests from the travel guest. The travel confirmation can also refer to individual points in a brochure available to the travel guest.

2.4

If the content of the travel confirmation/invoice differs from the content of the booking, this constitutes a rejection of the travel guest's offer, combined with a new offer from ANEX Tour, to which ANEX Tour is bound for 10 days. The contract is concluded on the basis of this new offer if the travel guest expressly declares acceptance within the 10-day period, which can also be done implicitly through a deposit or payment of the travel price. The aforementioned regulation does not apply if the travel confirmation and the invoice do not differ from the booking.

2.5

When booking, the birth dates of the travel guest's accompanying children must be stated. For age-dependent price reductions, such as child discounts or free travel for small children, the age of the child on the return date of the trip is decisive.

2.6

If a minor's trip abroad is to be booked unaccompanied by adults, the travel guest must provide information before booking with ANEX Tour about how a direct connection can be established with the child or the person responsible for their whereabouts.

2.7

If individual features of the travel services are not yet known when the travel contract is concluded and ANEX Tour is to be allowed to specify these subsequently, this will be expressed in the travel confirmation by stating these features as being not yet known.

3. Flight

a) Identity of the operating air carrier and flight times

a.1

In principle, ANEX Tour is obliged to inform the travel guest about the identity of the operating airline(s) of all air transport services to be provided as part of the booked trip at the time of booking. If the operating airline has not yet been determined when booking, ANEX Tour will inform the traveller of the airline or airlines that are likely to operate the flight. As soon as ANEX Tour knows which airline will operate the flight, it will inform the traveller immediately. If the named operating airline changes, the passenger will be informed immediately about the change.

a.2

If the travel confirmation states that the exact flight times are not yet known, this means that the exact times for the outward and return flights have not been agreed and that ANEX Tour has until the named travel day to subsequently determine the time of the outward and return flights.

a.3

ANEX Tour points out that stopovers may occur on direct flights for flight and schedule reasons.

a.4

ANEX Tour shall inform the travel guest in good time before the start of the trip about travel features that are subsequently determined, in particular departure and arrival times.

b) Air Transport

b.1.

In principle, the flight times stated in the travel documents apply. Changes to flight times or routes as well as the replacement of the intended aircraft and the use of an additional air carrier are permitted and also possible at short notice. ANEX Tour will inform the traveller immediately after becoming aware of such a flight plan change. At the holiday destination, this will be done through notices on the information boards located in the respective hotels or through the local tour guide agency. Regardless of this, it is the passenger's responsibility to obtain information about the return flight and transfer times from the local tour operator by telephone or using the information board 24 hours before the scheduled departure time.

b.2.

If a tour guide is not included in the services, e.g. because the passenger has only booked a flight service with the ANEX Tour without any further services, the passenger is obliged to have the exact time of the return flight confirmed by the operating airline at least 24 hours before the return flight.

b.3.

The free baggage allowance for a package trip is specified by the respective airline and depends on the type of travel booked (ANEX or XANE). For package tours, one piece of luggage and one piece of hand luggage are included per guest. The baggage allowance for small children (up to 1.99 years) who do not have their own seats varies. Please request this from the respective airline. If you would like to request additional baggage (which may incur a fee), please contact the relevant airline.

Medicines for your own use and valuables must only be transported in hand luggage in accordance with the applicable security regulations. It is generally forbidden to take dangerous items such as scissors or nail files in your hand luggage and depends on the regulations of each country, which may vary.

Please also note the regulations for taking liquids in hand luggage. All liquids, without exception, must be stored in the designated 100ml containers in a transparent, sealable bag with a maximum capacity of one litre. This includes liquids from the food sector such as special nutrition, food and drinks as well as any liquid care and cosmetic products.

Baby food, such as bottled breast milk or porridge, are also liquids, but these can be carried in addition to the maximum amount of normal liquids. You are allowed to take as much food and liquid with you as is necessary to care for the small child for the duration of the flight, including any times for flight delays that may occur. The prerequisite is of course the presence of a baby or small child who is not older than 1.99 years old.

b.4.

The deadline for registration at the check-in counter is no later than 120 minutes before the specified flight time. If you do not show up at this time, the operating airline is entitled to allocate the seat to someone else.

b.5.

Transport for pregnant or sick women may be refused due to the applicable safety regulations of the operating airline. For this reason, ANEX Tour must be informed immediately about an existing pregnancy or illness, so that in the individual case (e.g. also in the event of an illness occurring at the holiday destination that could affect the

fitness to fly). Any existing transport restrictions can be clarified with the operating air carrier.

b.6.

Claims in cases of denied boarding, cancellation and delay in accordance with EU Regulation No. 261/2004 should not be directed to the organiser, but only to the respective operating air carrier (the airline).

4. Payment Terms

4.1

To protect customer funds, ANEX Tour has taken out insolvency insurance with the German Travel Insurance Fund (DRSF). A security certificate is included in the confirmation. In addition, the confirmation shows the amounts for the deposit and final payment and, if necessary, cancellation.

4.2

After receiving the travel confirmation/invoice and the security certificate, the deposit of 30% of the total travel price is due within one week. When booking X products, 40% of the total travel price must be paid in advance. The exact deposit amount can be seen on the invoice. The additional costs for any insurance taken out are due immediately upon invoicing.

4.3

The remaining payment, less the deposit paid, is due no later than 30 days before the start of the trip without further request unless ANEX Tour has previously cancelled the trip due to the minimum number of participants in accordance with No. 13.1 of the General Terms and Conditions.

4.4

If there are less than 30 days between the invoice date and the start of the trip, the total travel price is due immediately.

4.5

The travel price can be paid by bank transfer or credit card. Please note that additional costs may apply depending on the bank institution or method of payment, which are not included in the travel price and may be charged by the customer's bank. When paying by credit card, the travel guest/credit card holder must observe the daily limit of their bank.

4.6

Payment of the travel price is made exclusively to ANEX Tour, even if the booking was made through a travel agent. Acceptance of payments by the travel agent is excluded.

4.7

If the agreed payment deadline is not met, ANEX Tour will remind the travel guest of the payment with a reminder giving a grace period. ANEX Tour is entitled to charge a flat rate reminder fee of 5.00 Euro for the additional costs/processing costs incurred as a result of a reminder.

4.8

If payment is not made in full before the start of the trip, ANEX Tour is entitled to terminate the travel contract and to lodge a claim for damages from the travel guest at the amount of the corresponding cancellation fee (cancellation compensation in accordance with Section 11) if ANEX Tour has previously unsuccessfully given the travel guest a reasonable grace period through a payment reminder. The setting of a grace period is unnecessary in the cases of Section 323 Paragraph 2 BGB.

5. Scope of services/changes

5.1

The scope of the contractual performance obligation of the ANEX Tour results from the concluded travel contract.

5.2

ANEX Tour reserves the right to make changes or deviations to individual essential travel services from the contractually agreed travel services that become necessary after the conclusion of the contract and were not brought about by ANEX Tour contrary to good faith and the scope of which is not so significant that the overall design of the trip is impaired. The travel guest will be informed by ANEX Tour of such a permissible change immediately after becoming aware of the reason for the change.

5.3

In the event of a significant change to an essential travel service, the travel guest is entitled, subject to other warranty rights, either to accept the change, to withdraw from the travel contract free of charge or to request participation in a replacement trip, provided ANEX Tour has offered such a trip. Withdrawal or the use of a replacement trip must be declared to ANEX Tour immediately after becoming aware of the trip change. If the travel guest does not respond to the change to the contract, the notified change is deemed to have been accepted.

5.4

If a flight or journey from or to a destination other than the contractually agreed destination/airport has to be carried out at the request of ANEX Tour or the airline, ANEX Tour will cover the costs of replacement transport (up to the amount of a 2nd class train journey) to the contractually agreed destination/Airport.

5.5

If it is desired to extend the travel duration after the start of the trip, the travel guest should contact the tour guide as soon as possible. The tour guide will in particular check the availability of the room and/or the availability of seats for the return flight. If the extension requires a change to the airport originally booked, there is no entitlement to replacement transport. Unless otherwise stated, a price adjustment due to the changes will be calculated based on the seasonal price of the extended night of the current daily price plus a service fee.

6. Changes at the request of the travel guest/re-booking/authority to replace

6.1

A re-booking of a previously booked and confirmed trip initiated by the travel guest is possible up to 22 days before the departure date if the rebooking requested by the travel guest is available according to the ANEX Tour programme or this is also possible according to the programme. However, there is no entitlement to a corresponding re-booking.

6.2

A re-booking can be a change of the travel day, flight, departure location, travel destination, name, accommodation and meal service as well as similar services from the travel contract already confirmed by ANEX Tour. For such a re-booking, in addition to the difference between the already confirmed travel price and the higher travel price resulting from a re-booking, as well as any additional costs verifiable by ANEX Tour that arise as a result of the re-booking, a one-off processing fee of 30.00 euros per person is due. This amount corresponds to the expenses typically incurred with ANEX Tour. However, there is no corresponding re-booking.

In the following cases, a re-booking by the travel guest is not possible:

- (a) Re-booking a trip that includes a scheduled flight;
- (b) If a trip is postponed by more than 4 weeks from the original departure date;
- (c) The re-booking of separately marked travel offers. The specific conditions will be displayed separately before the booking declaration is submitted;
- d) Dynamically produced trips (X products);

In these cases, a re-booking/change is only possible by cancelling and re-booking.

Up to the start of the trip and in accordance with Section 651e of the German Civil Code (BGB), the travel applicant cannot demand that a third party assume the rights and obligations arising from the travel contract instead of him (contract transfer). This does not apply to other fellow travellers. ANEX Tour can object to the entry of a third party if they do not meet the special travel requirements or if their participation is contrary to legal or official orders. A one-off processing fee of EURO 30.00 per person is due for the contract transfer. This amount corresponds to the expenses typically incurred by ANEX Tour. The original and the new travel participant are jointly and severally liable for the travel price and the additional costs arising from the change in the person of the travel guest in accordance with Section 651e of the German Civil Code (BGB). A rebooking due to a name change can only be made for one travel participant. If the name of more than one travel participant changes, the current travel price will be charged.

7. Services not used

If the travel guest does not accept individual services of the trip despite proper delivery for reasons attributable to him, he is not entitled to a pro-rata refund of the travel price. ANEX Tour will endeavour to reimburse the expenses saved, provided that the services are not insignificant and/or there are no legal or official regulations to the contrary.

8. Price Changes

8.1

A price increase due to unforeseen increases in transport costs, taxes for certain services such as port or airport fees, or a change in the exchange rates applicable to the trip in question after the contract is concluded is reserved until the 21st day before the agreed departure date.

8.2

If the transport costs existing at the time the travel contract is concluded (in particular fuel surcharge) increase at the contractual departure time, ANEX Tour can increase the travel price in accordance with the following calculation:

(a) If there is an increase based on the seat, ANEX Tour can demand the amount of the increase.

(b) In other cases, the additional transport costs required by the transport company per means of transport are divided by the number of seats in the agreed means of transport. ANEX Tour can demand the resulting increase for the individual seat from the travel guest.

8.3

If the taxes existing at the time of concluding the travel contract, such as port or airport fees, are increased compared to ANEX Tour at the contractual departure time, ANEX Tour can increase the travel price by a pro-rata amount. The amount is calculated by apportioning the percentage increase in port or airport fees to the corresponding share of taxes that were assessed for the passenger at the time the contract was concluded.

8.4

If the calculation of the travel price is based, among other things, on an exchange rate and the exchange rate applicable at the time of concluding the contract changes at the contractual time of departure in such a way that ANEX Tour incurs a loss from the exchange rate fluctuation, then ANEX Tour can use the exchange rate at the time of concluding the contract compared with that Exchange rate at the contractual departure time by increasing in the price of the services concerned in proportion to the exchange rate fluctuation.

8.5

ANEX Tour must explain a price increase to the travel guest immediately after becoming aware of the reason for the change.

8.6

A price increase of more than 8% of the total price is considered to be a new offer from ANEX Tour to the travel guest for a corresponding change to the contract. After becoming aware of the new offer, the travel guest must immediately inform ANEX Tour whether he or she accepts the new offer with a changed price or withdraws from the contract without additional fees. Instead, the travel guest can also request a replacement trip in accordance with No. 9 of these conditions, provided that ANEX Tour is able to provide a comparable trip with comparable services from its travel range at no additional cost to the travel guest.

9. Replacement trip

9.1

If the travel guest is entitled to withdraw from the contract due to an increase in the travel price of more than 8% or a significant change to an essential travel service, he or she may instead request participation in another trip of at least equivalent value if ANEX Tour is able to arrange such a trip from its range at no additional cost to the travel guest.

9.2

The travel guest must assert this right immediately after ANEX Tour has declared the price increase or travel change.

10. Travel Documents

10.1

After full payment of the travel price, the traveller will receive the travel documents from ANEX Tour by e-mail at the e-mail address provided when booking, no later than 14 days before the start of the trip. If the travel guest has not received their travel documents up to 7 days before the contractual start of the trip, it is the customer's responsibility to inform ANEX Tour of this.

10.2

For electronic flight tickets, so-called e-tickets, no paper tickets are provided. The passenger can receive the boarding pass at the respective check-in counter at the airport upon departure upon presentation of the flight booking code and passport/ID card.

10.3

If the travel documents are lost or the travel documents are collected at the service counter before the start of the trip, ANEX Tour is entitled to charge an appropriate service fee for the resulting additional effort.

11. Withdrawal, cancellation compensation, replacement person

11.1

The travel guest can - subject to the obligation to pay for services already received and cancellation compensation - withdraw from the trip at any time before the start of the trip. The withdrawal must be declared to ANEX Tour and should be made in text form, stating the booking number. If the trip was booked through a travel agent, the declaration of withdrawal can also be made to them.

11.2

If the travel guest effectively withdraws from the contract before the start of the trip and ANEX Tour loses the right to the agreed travel price, ANEX Tour shall - provided the cancellation is not the responsibility of ANEX Tour or was caused by force majeure and subject to other cancellation and rebooking tariffs of the airlines – charge the following cancellation fees for package tours, taking into account the proximity to the contractual start of the trip:

The time refers to the receipt of the declaration of withdrawal before the start of the trip, the percentage refers to the travel price. This graduation applies to the travel types package tour (except the X products), flight-only products and hotel-only products.

up to the 90 th Day	15%	
from the 89 th to the 29 th Day	25%	
from the 28 th to the 22 nd Day	40%	
from the 21 st to the 15 th Day	60%	
from the 14 th to the 4 th Day	80%	
from the 3 rd Day or in the case of a no-show	90%	

Due to different purchasing and cancellation conditions for flight and hotel components, the following scale applies to X products:

up to the 29th Day	40%	
from the 28 th to the 22 nd Day	55%	
from the 21 st to the 15 th Day	70%	
from the 14 th to the 4 th Day	85%	
from the 3 rd day or in the case of a no-show	95%	

11.3

The cancellation compensation is proportional to the travel price and serves as an appropriate replacement for travel arrangements that have already been made in confidence in the existence of the contract and additional expenses incurred by ANEX Tour due to the withdrawal, taking into account saved expenses and the possibility of using the travel service elsewhere, without ANEX Tour initially must provide concrete evidence of individual damaged items. The percentage rate is a representative value for package tours. ANEX Tour reserves the right to demand higher, specifically named payment instead of the above flat rates if ANEX Tour can prove significantly higher expenses which are no longer in proportion to the flat rates mentioned.

11.4

The travel guest is nevertheless entitled to provide proof that no or significantly lower costs were actually incurred in connection with his withdrawal or non-attendance of the ANEX Tour trip. In such cases, ANEX Tour may only claim the actual verifiable costs.

11.5

Flight cancellation and change fees can vary greatly depending on the airline and fare conditions. If the flight tariff is subject to different regulations, different cancellation conditions may be displayed when booking. A number of special tariffs do not allow re-bookings or cancellations, which the traveller also finds out when booking the flight.

12. Travel Insurance

Travel health insurance or travel cancellation insurance are not included in the travel price. The travel guest is responsible for examining the options for taking out such travel insurance. This also applies to insurance against accidents (e.g. due to sporting activities, etc.) at the respective travel destination.

13. Withdrawal and termination by ANEX Tour

13.1

If the minimum number of participants stated in the travel confirmation or in the description of the travel catalogue is not reached, ANEX Tour is entitled to cancel the trip or withdraw from the travel contract up to 31 days before the start of the trip. The travel guest must also receive information about the cancellation of the trip 31 days before the contractually agreed start of the trip. In such a case, the travel guest will immediately receive a refund for what has already been paid.

Alternatively, the travel guest has the option of taking a replacement trip in accordance with No. 9 of these conditions. The travel guest must inform ANEX Tour of their decision immediately after declaring their withdrawal.

13.2

If a travel guest disrupts the trip despite a warning or behaves in other gross breaches of contract and their continued participation in the trip is unreasonable for ANEX Tour or the other travel guests, ANEX Tour can terminate the travel contract with the travel guest for good cause without observing a notice period. An important reason is, among other things, constituting the commission of a criminal offence by the travel guest during the trip. In this case, the travel guest will bear any additional costs for the return journey. In such a case, ANEX Tour retains the right to the travel price and can otherwise demand compensation from the travel guest in accordance with legal regulations. However, ANEX Tour must be credited with the value of the saved expenses as well as the benefits that it receives from other uses of the unused service.

14. Travel defects, remedy, reduction, withdrawal/termination by the travel guest

14.1

If the trip is defective, the traveller can request remedial action. The travel guest is responsible for immediately reporting the defect to the local tour guide, or where one does not exist, to ANEX Tour in Düsseldorf. The travel guest is also obliged to do everything possible within the framework of the legal provisions to help resolve any travel disruption and thus keep the resulting damage to a minimum.

14.2

ANEX Tour can remedy the situation by providing a replacement service of equal or greater value. However, ANEX Tour may refuse to provide a remedy if it requires disproportionate effort.

14.3

If ANEX Tour does not provide remedial action within a reasonable period of time specified by the travel guest, the travel guest can take remedial action themselves and demand reimbursement of the necessary expenses. There is no need to set a deadline if the remedy is seriously and definitively refused by the tour operator or ANEX Tour or if the immediate remedy is justified by a special interest of the travel guest or fellow traveller.

14.4

For the period of the defect, the travel price is reduced in the ratio in which the value of the service in a defect-free condition would have stood at the time the contract was concluded and the actual value. In case of doubt, this value should be estimated.

14.5

If the travel guest fails to report the travel defects immediately or if reasonable and appropriate remedial services are rejected, claims for a reduction or the right to reimbursement of costs arising from personal remedial action are excluded. This does not apply if the complaint is clearly hopeless or unreasonable for other reasons.

14.6

The travel guest can terminate the travel contract due to a defect if the trip is significantly impaired due to a defect or if they cannot be expected to accept the trip as a result of such a defect for an important reason that is recognizable to the ANEX Tour. Termination is only permitted if ANEX Tour has allowed a reasonable period of time specified by the travel guest to elapse without providing remedial action.

14.7

In the event of a defect or non-fulfilment of the trip, the travel guest can demand compensation without prejudice to the reduction or termination, unless the defect in the trip is due to a circumstance for which ANEX Tour is not responsible. If the trip is thwarted or significantly impaired, the travel guest can also demand appropriate monetary compensation for wasted vacation time.

14.8

If luggage is lost or damaged during the flight, the passenger must immediately file a damage report (P.I.R) with the respective airline at the airport of arrival. According to the airline's conditions of carriage, notification of damage/damage is usually a prerequisite for asserting claims. In the event of damage to luggage, the claim must be reported within 7 days and in the event of delay within 21 days of delivery. The travel guest should also inform the local travel agency immediately in the event of loss of luggage, damage to luggage or misdirection of luggage. ANEX Tour assumes no liability for the loss or damage of valuables or cash in checked baggage. Claims of the passenger in connection with the luggage according to The "Montreal Convention" remain unaffected.

15. Liability, exclusion period, statute of limitations

15.1

ANEX Tour is not liable for service disruptions, personal injury or property damage in connection with services that are merely provided as third-party services, such as: Excursions, sporting events, theatre visits, rental cars, etc. These third-party services are also identified separately as “third-party services” on the travel confirmation or in an ANEX Tour travel catalogue. However, ANEX Tour is liable for services that include the transport of the travel guest from the advertised starting point of the trip to the advertised destination, intermediate transport during the trip and accommodation during the trip if and to the extent that damage to the travel guest was caused by the violation of ANEX Tour’s obligations to inform, provide information or organize.

15.2

Participation in sports and other holiday activities is the sole responsibility of the travel guest. The travel guest is responsible for checking equipment and vehicles before using the sports facilities for safety reasons.

15.3

The contractual liability of ANEX Tour for damages that are not physical injuries is limited to three times the travel price, provided that the damage to the travel guest was not caused intentionally or through gross negligence or to the extent that ANEX Tour is responsible for damage suffered by the travel guest solely due to the fault of a service provider. Any possible additional damages under the Montreal Agreement or the Aviation Act remain unaffected.

15.4

If international agreements or legal regulations based on them apply to a travel service to be provided by a service provider, according to which a claim for damages can only arise or be asserted under certain conditions or restrictions or is excluded under certain conditions, then ANEX Tour must also inform the traveller about this.

15.5

The travel guest must lodge all possible contractual claims due to the non-contractual provision of the trip to ANEX Tour within one month of the contractually agreed end of the trip. After this deadline, claims can only be made if the travel guest was unable to comply with the deadline through no fault of their own. In the case of claims for damages in connection with flight baggage, these must be made within 7 days of delivery due to baggage damage and within 21 days of delivery due to baggage delay.

15.6

The travel guest's claims for reductions and compensation expire within one year, unless they are claims due to damage to the life, limb and health of the travel guest or those due to intentional or grossly negligent fault on the part of ANEX Tour or a legal representative or vicarious agents are justified. The limitation period begins on the day on which the trip was supposed to end according to the contract.

16. Passport, Visa and Health Requirements

16.1

ANEX Tour assumes that the travel guest is a German citizen and will inform them about passport, visa and health regulations. If ANEX Tour is aware that the travel guest is a citizen of a member state of the European Union, or if ANEX Tour should have known this, ANEX Tour will provide information about the relevant passport, visa and health regulations. Citizens of other countries must obtain relevant information independently and on their own responsibility from the responsible consulate. The travel guest must observe and comply with the essential information about the trip, in particular passport, visa, foreign exchange, customs and health regulations of the respective travel country. The travel guest is responsible for obtaining and carrying the travel documents required by the authorities, any necessary vaccinations and compliance with customs and currency regulations.

16.2

Disadvantages, in particular costs, that the travel guest incurs as a result of non-compliance with the aforementioned obligations are borne by the travel guest; This does not apply if ANEX Tour has provided inadequate, incomplete or no information at all about the information from this section.

16.3

ANEX Tour is not liable for the timely issuance and receipt of necessary visas by the respective diplomatic mission, even if the travel guest has commissioned ANEX Tour to obtain them unless the delay was caused by ANEX Tour.

17. Data protection

17.1

ANEX Tour is the responsible body for the offers and related services within the meaning of Art. 4 No. 7 GDPR. The responsible body within the meaning of the Federal Data Protection Act is:

ANEX Tour GmbH
Gladbecker Straße 1-3
40472 Düsseldorf

Legal representative:
Yasir Karaçor

The ANEX Tour data protection officer can be reached via the contact channels mentioned above and at datenschutz@anextour.de.

17.2

As part of the booking process, further personal data must be processed. This includes in particular the name, address, telephone number, etc.

Email address ("contact details"), the date of arrival and departure as well as the accommodation and type of room booked ("**booking data**"). The data is used exclusively within the framework of legal requirements. This means that, in accordance with the principle of data minimization, only data that is necessary for the execution of the contract between the parties is collected, processed or used. Furthermore, your data will only be used to achieve the intended purpose. This also means that the travel guest's data will not be used beyond these purposes unless the travel guest has previously given their consent or there is a legally permitted case.

17.3

In order to fulfill the contract in accordance with Article 6 Paragraph 1 Sentence 1 Letter b of the GDPR, the data will be passed on, for example, to airlines, hotels, transport companies, rental car companies, travel insurers, billing service providers, etc., to the extent that this is necessary to fulfill the contract. Depending on which payment service provider was selected in the ordering process, the payment data collected for this purpose will be passed on to the credit institution commissioned with the payment and, if applicable, the payment service provider commissioned by ANEX Tour or to the selected payment service in order to process payments. In some cases, the selected payment service providers also collect this data themselves if an account has been created there. In this case, the travel guest must log in to the payment service provider with their access data during the ordering process. The data protection declaration of the respective payment service provider applies.

As part of the data transfer to the booked service providers, a transfer to service providers based in a country outside the European Union may occur after booking. Personal data is only transmitted to these companies if necessary to fulfil the contract. It is expressly pointed out that there may be a lower level of data protection.

It should also be noted that the transmission of data may be necessary in individual cases due to legal regulations or a legally binding judgment. It is then based on Article 6 Paragraph 1 Sentence 1 Letter c GDPR.

17.4

ANEX Tour maintains current technical measures to ensure data security, in particular to protect personal data from dangers during data transfers and from third parties gaining knowledge. For this purpose, the data is encrypted using the SSL standard during every transmission. The measures are adapted to the current state of the art.

17.5

In connection with the processing of personal data by ANEX Tour, the travel guest has the rights mentioned and described below. All rights can generally be asserted free of charge, by e-mail or in writing to the address under 17.1. mentioned address. Only in the case of obviously unfounded or - especially in the case of frequent repetition - excessive requests ANEX Tour can, according to Art. 12 Paragraph 5 GDPR, either

- charge an appropriate fee, taking into account the administrative costs of providing information or notification or carrying out the requested action, or
- ANEX Tour may refuse to act on the request.

17.5.1

The travel guest can request confirmation as to whether ANEX Tour has processed the travel guest's personal data. If this is the case, the travel guest is entitled to information about the individual information specified in Art. 15 GDPR.

17.5.2

The travel guest can request that ANEX Tour correct incorrect and incomplete personal data (Art. 16 GDPR) and, under the conditions of Art. 17 GDPR, delete their personal data.

17.5.3

The travel guest can restrict the processing of your personal data under the conditions of Art. 18 GDPR.

17.5.4

The travel guest can object to the processing of their personal data at any time for reasons arising from their particular situation, provided that this is based on the legal basis of Article 6 Paragraph 1 Letter e) or f) GDPR. The personal data will then no longer be processed by ANEX Tour unless ANEX Tour can demonstrate compelling legitimate grounds for the processing that outweigh the interests, rights and freedoms of the travel guest or unless the processing is necessary for the assertion, exercise or serves to defend legal claims.

17.6

If the travel guest is of the opinion that ANEX TOUR is not properly complying with its data protection obligations, the travel guest can contact the data protection authorities at any time.

State Commissioner for Data Protection and Freedom of Information - North Rhine-Westphalia PO
Box 20 04 44
40102 Düsseldorf Tel.:
0211/38424-0 Fax:
0211/38424-10
E-Mail: poststelle@ldi.nrw.de

18. Choice of law, place of jurisdiction

18.1

German law applies exclusively to the contractual relationship between the travel guest and the ANEX Tour.

18.2

The above provision on the choice of law does not apply if and to the extent that contractually non-binding provisions of international agreements that apply to the travel contract between the travel guest and ANEX Tour result in something different in favour of the travel guest or if and to the extent that provisions applicable to the travel contract, non-mandatory provisions in the EU member state to which the travel guest belongs are more favourable for him than the aforementioned provisions or the corresponding German regulations.

18.3

The place of jurisdiction for lawsuits against ANEX Tour is the company's headquarters in Düsseldorf.

18.4

Lawsuits against a travel guest who is a merchant, a legal entity under public or private law or a person who has his or her place of residence or habitual residence abroad, or whose residence or habitual residence is not known at the time of the lawsuit, will be the place of jurisdiction at the registered office of ANEX Tour in Düsseldorf arranged.

18.5

ANEX Tour is not prepared to take part in a dispute resolution procedure before a consumer arbitration board.

Tour Operator:

ANEX Tour GmbH

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40472 Düsseldorf

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Fax: +49 (0) 211 781 774 99

Managing Director: Yasir Karaçor

Trade Register No. 77532

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