



TERMS & CONDITIONS

GROUP RESERVATIONS, CORPORATE PARTIES & EXCLUSIVE BOOKINGS

Effective as of: August, 08th 2025

1. Scope & Conclusion of Contract

- These GTC apply to all group bookings, corporate events, and exclusive events at the Hard Rock Cafe Hamburg.
- A binding contract is concluded upon **written acceptance of the offer by the client and written confirmation by Hard Rock Cafe Hamburg.**
- Provisional reservations are valid as a non-binding option for **14 days from the date of the offer.** If no feedback is received within this period, the option expires automatically.

2. Prices & Price Adjustments

- All prices are stated in **Euros (€)** and **excluding statutory VAT**, unless otherwise indicated.
- Pricing is based on the number of participants specified by the client.
- If more than four months lie between the conclusion of the contract and the event date and cost-defining factors (e.g. wages, raw materials, taxes, rents) change, we reserve the right to make a **reasonable price adjustment.**
- If the price increase exceeds **10 %**, either party may withdraw from the contract.

3. Cancellation Policy

- Cancellation is free of charge up to **12 weeks before the event.** After that, the following cancellation fees apply:

<i>Time before event date</i>	<i>Cancellation fee</i>
12 to 8 weeks	20 %
8 to 4 weeks	50 %
Less than 4 weeks	100 %

- Cancellations must be made **in writing.** The date of receipt is decisive.
- For **third-party services** (e.g. DJ, photo booth, karaoke), 100 % cancellation fees apply regardless of the cancellation date.
- If no suitable alternative date is available, the **standard cancellation policy and fees apply.**

4. Postponement of the Event

- A **one-time postponement** is possible up to **4 weeks before the event date**, subject to availability.
- A **processing fee of €490.00 plus VAT** will be charged for postponements.
- Third-party services may also only be postponed once and are subject to availability.
- If no suitable alternative date is available, the **standard cancellation policy and fees apply.**

5. Number of Participants & Billing

- The number of participants stated in the offer can be adjusted **free of charge by up to 10 %** until **14 days before the event.**
- Any reduction beyond 10 % is considered a **partial cancellation** and is subject to cancellation fees.
- No further reduction of participant numbers is possible **within 14 days of the event.**
- **Invoices already issued cannot be amended retrospectively.** The calculation is binding based on the confirmed number of participants 14 days before the event.
- **Additional guests will be invoiced separately afterwards.**
- Invoicing is done approximately **14 days before the event**, based on the confirmed participant count.
- Additional expenses incurred during the event (e.g. beverages, overtime) will be **billed separately via a final invoice.**

6. Payment Terms

- Unless otherwise agreed, full payment is due **no later than 7 days prior to the event**.
- Payment must be **received in our account by that deadline**.
- If payment is not received in time, we reserve the right to **terminate the contract for cause** and charge the **full cancellation fee** according to the cancellation policy.

7. Use of Premises & Event Extension

- Use of the premises beyond the **contractually agreed time** is only possible by **prior arrangement and on-site approval by our banquet staff**, and **subject to staff availability** in accordance with labor law regulations.
- **Additional rental and staffing charges** apply for extended use. These will be invoiced **separately afterwards**.
- The provider reserves the right to **decline an unarranged extension** on site **without stating reasons**.

8. Liability & Safety

- The client is liable for **any damage** caused by themselves, their guests, or any third parties contracted by them - including during setup, takedown, or when operating own equipment.
- **External food and beverages** may only be brought in with **prior written approval** and upon payment of a **service charge**. In this case, the client must submit a **written declaration of liability**.
- The Hard Rock Cafe Hamburg assumes **no liability** for any items or equipment brought in by guests or contracted third parties.
- We reserve the right to **reject third-party providers, equipment, or installations** for safety or quality reasons.
- The client is also liable for **excessive soiling**, which requires **special cleaning** (subject to a separate cleaning fee).

9. House Rules, Conduct & Age Limit

- We reserve the right to **enforce house rules** and may exclude guests from the event at any time if they:
 - are visibly intoxicated,
 - display aggressive or inappropriate behavior, or
 - consume drugs (including cannabis).
- The client is responsible for the **conduct of their guests and staff**, including any damages or additional costs incurred as a result.
- Events are **restricted to guests aged 18 or older**.
- **After midnight**, music volume may be **limited out of consideration for nearby residents**.

10. Force Majeure

- If the event **cannot take place** due to force majeure (e.g. official orders, natural disasters, power outages, pandemics), we will strive to **offer an alternative date**.
- A **free cancellation** is only possible if **no reasonable alternative** can be provided.

11. Data Protection

- Personal data is processed **exclusively for the purpose of contract execution and customer service**.
- Data will only be passed on to third parties if this is **necessary to fulfill the contract**.
- For more information about how we handle personal data, please refer to our **Privacy Policy on our website**: [insert URL].
- By signing the contract, the client **consents to data processing in accordance with the General Data Protection Regulation (GDPR)**.

12. Final Provisions

- No verbal side agreements exist. Amendments or additions must be made **in writing**.
 - The **place of jurisdiction is Hamburg**, insofar as legally permissible.
 - If any provision of these GTC is or becomes invalid, the **validity of the remaining provisions shall remain unaffected**.
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Our Designated Agent is:

Hard Rock Cafe International (USA), Inc.
5701 Stirling Road
Davie, FL 33314
Attn: General Counsel
Email: ipenforcement@hardrock.com
Phone: 954-585-5703

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CONDITIONS OF PARTICIPATION FOR RAFFLES

Conditions of participation:

- The duration of each raffle is noted in the raffle post.
- The participation takes place via a comment on the competition post - several comments are evaluated as a single participation. Furthermore, other actions also count as participation, such as posting or mentioning a hashtag or a post. This is noted accordingly in the respective competition post.
- Comments that violate the Facebook guidelines, German law and or copyright will be removed after knowledge without notice. The participant is thus excluded from the prize.
- Persons from Germany are eligible to participate, as the shipment of the prizes only takes place within Germany.
- The winners will be determined at random after the end of the competition.
- The winners will be informed via the Facebook or Instagram comment function of the Facebook and Instagram post. Each winner must contact us (depending on the raffle) within 12 hours or up to 7 days via email to sales@hardrockcafe-hh.com or via a private message to the Hard Rock Cafe Facebook or Instagram page with their address details. If a winner does not respond within this period, the book will be raffled again among all participants.
- All Facebook and Instagram names of the participants will be recorded and stored for the purpose of determining the prize. All data will be deleted no later than 30 days after the end of the competition, but the comments on Facebook and Instagram will remain and will still be publicly viewable. Address data will only be collected from the winners and will only be used to send the prize. The participants are entitled to statutory rights of information, modification and revocation.
- The competition is not sponsored or supported by Facebook or Instagram.