

GENERAL TERMS AND CONDITIONS (GTC) OF ZOOLOGISCHER GARTEN BERLIN AG



Dear visitors, we want your visit to the zoo to be an unforgettably positive experience. Please respect your fellow visitors and the particular needs of our animals. In addition, we would ask you to strictly observe the following rules, which form part of our general terms and conditions (in the following GTC) (last revised: 01.04.2021) to minimise the risk of misunderstandings and violations.

GENERAL INFORMATION

- The Zoo and its grounds are private property. The Zoo exercises its GTC across the entire site, including in the buildings situated thereon. The Board may delegate its powers to other Zoo/Aquarium officials.
- Directives issued by Zoo/Aquarium staff that are intended to keep the Zoo running smoothly or to enforce the GTC are to be followed at all times.
- Violations of the GTC and/or directives issued by the staff will in general result in a warning and, in repeated or serious cases, to a ban on entering the premises. Serious cases include, in particular:
 - The carrying of weapons or items that can be used as weapons
 - The threat or use of physical force
 - Intentional damage to property; vandalism
 - Theft
 - Hooliganism
 - The fouling of buildings or grounds
 - Abusive or insulting behaviour towards other visitors, users and staff
 - The carrying and consumption of drugs
 - The carrying and consumption of alcohol outside the designated restaurant and refreshment facilities
 - Begging

Anyone who does not leave the site despite being requested to do so by staff of the Zoo/Aquarium will be liable to prosecution for trespassing.

- The admission fee will not be refunded in such cases.
- Zoologischer Garten Berlin AG and its staff assume no supervisory obligations towards persons who are in need of supervision. Please brief the persons entrusted to you about the GTC before your visit. We urge you to carry out your supervisory duty from the outset in order to prevent accidents, damage, etc.
- In the case of visitor groups with persons who require supervision, the member of the group with the principal supervisory responsibility is obliged to disclose to Zoologischer Garten Berlin AG their name, the number of the mobile phone they are carrying, and the name of the institution or school to which the group belongs.
- The Zoo/Aquarium may not generally be used as a venue for events. Events of all kinds require the prior written consent of Zoologischer Garten Berlin AG.
- Parts of the Zoo grounds are monitored by surveillance cameras. These areas are clearly marked.
- The personal data required for business transactions will be collected by Zoologischer Garten Berlin AG in accordance with the applicable statutory regulations (with particular reference to German data protection laws relating to privacy and teleservices). This data will only be collected, stored, processed and used to the extent necessary under the terms of the contract, in particular for the processing of ticket requests.

OPENING HOURS

- In general, visits to the Zoo/Aquarium are permitted only within the opening hours or periods of tacit approval. These hours will be announced in each case. Exempt from this regulation are tours or special events organised by the Zoo/Aquarium.
- Visitors are not permitted to remain on the premises outside opening hours. In the event of an infringement, we reserve the right to prosecute visitors for trespassing.
- The animal houses close half an hour before closing time.

ADMISSION RULES

- The Zoo may be entered only with a valid ticket at the following entrances:
 - "Elefantentor" entrance, Budapester Str. 34, 10787 Berlin
 - "Löwentor" entrance, Hardenbergplatz 13, 10787 Berlin
- Visits to the Aquarium are likewise permitted only with a valid ticket. Tickets are to be purchased at the main entrance, Budapester Str. 32, 10787 Berlin, or at the entrance inside the Zoo park.
- All visitors must be in possession of a valid ticket.
- The ticket is to be kept, shown on request or handed over for inspection if required. Day tickets expire when the holder leaves the Zoo/Aquarium.
- Children under 12 years of age and persons who are not mature enough to respect the GTC or who require permanent supervision due to their physical and/or mental condition must always be accompanied by an adult entrusted with duty of care while on the premises of the Zoo.
- Annual passes entitle the person whose information appears on the card to visit the Zoo/Aquarium during regular opening hours until the expiry date shown on the card. Annual passes are non-transferable and only valid in combination with another form of valid photograph ID. When purchasing an annual pass, the bearer must be aware that the Zoo/Aquarium may not be open every day during the period for which the card is valid. During the Covid-19 pandemic, the right to visit may be restricted or denied at certain times in order to limit visitor numbers in accordance with the rules laid down by the Berlin Senate or in line with other government restrictions. In such cases, admission to the Zoo/Aquarium will depend on available capacity at the intended time of visit.
- Annual passes remain the property of Zoologischer Garten Berlin AG.
- Any misuse (e.g. transfer of the ticket to other persons) or attempted fraud (e.g. ID and person do not match) will lead to the immediate confiscation of the pass. In addition, Zoologischer Garten Berlin AG reserves the right to press criminal charges. In such cases, a refund of the purchase price will not be granted.
- Zoologischer Garten Berlin AG assumes no liability in the event that the pass is lost.
- Zoologischer Garten Berlin AG also accepts no liability in the event of closure of the Zoo/Aquarium for special reasons.
- The purchase of a ticket does not confer any entitlement to delivery of a specific service (for example, the presence of particular animal species, access to particular animal houses or pavilions, or the use of particular attractions). We reserve the right to restrict access to certain areas of the Zoo out of consideration for our animals or for other reasons (e.g. maintenance and construction work, weather conditions, special events, etc.).
- The reselling or commercial use of tickets is prohibited. Tickets purchased illegally or used fraudulently are invalid. The persons involved shall be excluded from entering the Zoo in the future. We reserve the right to press criminal charges and to seek further damages.

SAFETY ADVICE

- Do not leave the visitor paths and keep out of any cordoned-off areas; do not climb over any fences or ditches and do not enter any landscaped areas.
- Please take note of any warning notices and signs as they are there for your own safety.
- It is prohibited to enter the animal enclosures.
- Visits to any operational facilities of the Zoo, such as feed preparation areas, utility rooms, animal care areas, etc. are prohibited to visitors or any persons not employed by Zoologischer Garten Berlin AG. Violations will be punished to the extent permitted by law.
- Do not stand/sit your children on any enclosure walls or fences.
- Guests are not permitted to stay in the Zoo after dark.
- The carrying of weapons (guns, knives, chains, knuckledusters, etc.) on the premises of the Zoo is not permitted.
- Barbecues and other open fires are not permitted. Fire regulations must be strictly observed on the Zoo premises. No inflammable, explosive, toxic or corrosive objects may be brought onto the premises.
- Supervision staff are entitled to check individuals – also using technical aids – to determine whether they represent a security risk on the grounds of alcohol/drug consumption or the carrying of weapons or dangerous or flammable items. They are also entitled to check any objects being carried. Persons who are visibly under the influence of alcohol or drugs or who otherwise pose a security risk shall be denied access to the premises or required to leave the premises. The same applies to persons who have been permanently banned from entering the premises. There is no entitlement to reimbursement of the admission fee.
- The Board of Directors of Zoologischer Garten Berlin AG will press charges in the case of any criminal offence committed on the Zoo premises.

TAKING PETS TO THE ZOO

Visitors are not permitted to bring animals into the Zoo and the Aquarium. Guide dogs are exempt when appropriate documentary evidence is provided.

USE OF PLAYGROUND EQUIPMENT

- Age restrictions and proper usage must be observed on playground equipment, playgrounds and similar facilities.
- Zoologischer Garten Berlin AG assumes no liability for damages resulting from non-compliance or any improper use, with the exception of damages resulting from flawed instructions for use or if the equipment in question is not in proper condition.

CONSIDERATION OF OTHERS AND PUBLIC ORDER AT THE ZOO

- Children are permitted to use balance bikes, tricycles and scooters on the Zoo premises.
- Otherwise, the riding of bikes and the use of roller skates, inline skates, skateboards, scooters, Segways, motor vehicles, etc. is not permitted on the Zoo premises for reasons of visitor safety. Games with balls, frisbees or balloons are also prohibited.
- The use of one handcart per family/group is permitted on the Zoo premises, but these may not be taken into the animal houses.
- Smoking is prohibited in all animal houses and at other designated non-smoking locations.
- Please help us keep our Zoo clean – use the waste bins provided and do not foul the visitor toilets by discarding sanitary articles on the floor. Please use only the waste bins provided.
- Visitors are not permitted to bring their own alcoholic beverages and consume them on the premises.
- Alcoholic beverages purchased at the Zoo may only be consumed in the area belonging to the respective restaurant or snack stand. Visitors are not permitted to carry these drinks around the Zoo.
- It is forbidden to write, paint or put up posters on any structures, facilities or pathways.
- Visitors are prohibited from relieving themselves anywhere but in the toilets.
- Searching through waste bins and/or collecting returnable bottles is expressly prohibited.

NOTIFICATION OF DAMAGE AND LOST ITEMS

- All facilities at the Zoo are carefully maintained and monitored. However, should they incur damage through no fault of your own, please report the damage to staff at the ServiceCenter or to the cashiers at the exits before leaving the Zoo premises.
- Please also report any incident if there is reason to believe that it may result in subsequent damage.
- Any found items of lost property are to be handed in at the ticket booths or the ServiceCenter. Visitors who lose an item may enquire at the ticket booths whether that item has been handed in. Unclaimed lost property will be forwarded to the lost property office of the State of Berlin.

LIABILITY

- The use of the Zoo/Aquarium, including its traffic routes, is at your own risk.
- With the exception of breaches of fundamental contractual obligations, Zoologischer Garten Berlin AG is liable for damages only if and insofar as it, its legal representatives, executive employees or other vicarious agents are guilty of intent or gross negligence. In the event of a violation of fundamental contractual obligations, Zoologischer Garten Berlin AG shall be liable for any culpable behaviour on the part of its legal representatives, executive employees or other vicarious agents. Fundamental contractual obligations are those whose fulfilment forms the basis of the contract and upon whose fulfilment visitors may reasonably be expected to rely.
- In the event of damage to property or pecuniary loss on the grounds of negligence, Zoologischer Garten Berlin AG and its vicarious agents will be liable only in the event of a breach of fundamental contractual obligations, where the level of liability will be limited to the foreseeable damage typical of this kind of contract at the time when the contract is concluded.
- The above-mentioned exclusion of liability does not apply in the event of the acceptance of express guarantees by Zoologischer Garten Berlin AG or in the event of damage resulting from injury to life, limb or health or in the case of mandatory legal regulations.
- Visitors are liable for damage arising from the failure to comply with this GTC or any other intentional or grossly negligent behaviour on their part or that of persons under their supervision (children, persons under supervision, etc.).
- Entering or remaining on the premises is prohibited outside of opening hours, with the exception of approved events and tours. The Zoo is not liable for accidents that occur outside opening hours and periods of tacit approval. In the event of violations, the Board of Directors reserves the right to press charges for trespassing.
- Zoologischer Garten Berlin AG is not liable for damages suffered by visitors that result from violations of this GTC.
- In the case of organised visits to favourite animals, Zoologischer Garten Berlin AG accepts no liability for pecuniary losses incurred by persons during a behind-the-scenes tour of the Zoo grounds, insofar as these are not caused by intent or gross negligence of Zoologischer Garten Berlin AG or its vicarious agents. Any further liability for damages is excluded. Liability for culpable injury to life, limb or health in accordance with the statutory regulations shall remain unaffected. The person responsible for the damage caused by members of a group of visitors shall be held fully liable. Visitors are prohibited from reaching out to the animals, establishing direct contact with the animals, or entering cordoned-off areas or crossing other barriers to reach the animals. All other actions, such as feeding the animals, are only permitted under the instruction of Zoologischer Garten Berlin AG staff or their vicarious agents. Any safety instructions given by Zoologischer Garten Berlin AG staff or their vicarious agents must be followed.

CONTACT WITH OUR ANIMALS

- We take great care to give our animals the food that meets their needs. In order to protect the health of our animals, visitors are prohibited from feeding the animals at the Zoo. Feeding animals is permitted only at those few enclosures where special feed can be purchased from vending machines, but only the animals living in that particular enclosure and only with the feed provided.
- Zoologischer Garten Berlin AG reserves the right to eject persons who commit a breach of the feeding ban and to bar them from returning.
- Many plants are toxic to certain animals, so please do not feed plants to the animals.
- Animals also need peace and quiet. Visitors should not attempt to attract the attention of the animals by shouting or knocking on glass panes, etc. Furthermore, they should not hold sticks or umbrellas within reach of the animals or use radios or other noise-generating equipment.
- Visitors are not permitted to pet or to touch our animals – with the exception of the animals at the petting zoo.

PHOTOGRAPHY AND FILMING

- Sound, film, photographic and video recordings may only be made for private purposes.
- Recordings for commercial purposes are permitted only with the prior consent of Zoologischer Garten Berlin AG.
- Flash photography is banned in some animal houses and some areas of the Aquarium. Please respect this rule.

ADVERTISING, SALES AND ACQUISITIONS

- The advertising, sale or free offering of goods and services, and the conducting of opinion polls or censuses on the Zoo premises are permitted only with the prior written consent of Zoologischer Garten Berlin AG.
- The display or handing out of information material of any kind without the prior written consent of Zoologischer Garten Berlin AG is prohibited.
- Donation collections, music performances, political events, and the acquisition of new customers or association members are all prohibited without the prior written consent of Zoologischer Garten Berlin AG.

SEVERABILITY CLAUSE

Should any provision in this GTC become invalid, the validity of the remaining provisions shall remain unaffected. To the extent permissible by law, the invalid provisions shall be replaced by valid provisions that approximate as closely as possible the original intent of those invalid provisions. The same applies to any omissions from the contract.

We wish you a pleasant and memorable visit to Zoo and Aquarium Berlin.

Berlin, 1. April 2021

Dr. Andreas Knieriem
Managing Director of Zoologischer Garten Berlin AG