

In the event of a dispute regarding the interpretation of these terms, the German text <https://www.domo-camp.org/agb-b2c/> shall always prevail.

1. CONTRACTUAL PARTNERS, VALIDITY, REGISTRATION AS A USER

1.1 The contractual partner is hejmo GmbH, Gaußstr. 19b, 22765 Hamburg, which rents mobile accommodation to visitors of festivals and other events under the URL www.domo-camp.org (hereinafter referred to as "website"). The company is also active as a travel agent and arranges tent accommodation in combination with other travel services (e.g. surf courses, climbing, mountain biking, etc.). We use the help of the following external service providers:

- Pretix for contracts and payment processing for festival bookings in Portugal & Spain (Pretix is a product of Raphael Michel, rami.io Softwareentwicklung, Markgräfler Straße 16, 69126 Heidelberg, Germany, email: support@pretix.eu, phone: +49 (0) 6221 32177-50; www.pretix.eu),
- Höme for contract and payment processing for festival bookings in Germany & Austria (Höme - Für Festivals GmbH, c/o Bildau & Bussmann, Rechtsstrasse 23, 13347, Germany, ("Höme") is a provider of software and other services ("Höme -Services"), which allow providers or operators of artistic, cultural, sporting or other performances, plays, concerts, meetings, seminars, leisure and other facilities, museums, sites, film screenings, operas, readings, trade fairs, conferences, etc -/Continuing/educational events,

courses, as well as other events and implementations (regardless of whether they are of a physical or virtual nature) (“event”) enable us to sell tickets and other offers and to process related transactions with end customers. Höme is a provider of a technology platform for the organizer.

<https://hoemepage.com/ticketing/>

- Cloudbeds for contracts and payment processing for glamping camps, as well as additional services that can be purchased with the accommodation (Cloudbeds is a product of Digital Arbitrage, Inc. 16192 Coastal Highway Lewes, DE 19958 US, <https://www.cloudbeds.com/>)
- In addition, our offer can be booked through the following sales channels, whose respective terms and conditions also apply when the contract is concluded.
 - Airbnb (Airbnb is a product of Airbnb Ireland UC, private unlimited company, 8 Hanover Quay Dublin 2, D02 DP23, Ireland, <https://www.airbnb.pt/>)
 - Booking.com (Booking.com is a product of Booking.com B.V, Herengracht 597, 1017 CE, Amsterdam, Netherlands, <https://www.booking.com/>)
 - Homeaway (Homeaway is a product of EG Vacation Rentals Ireland Ltd, 53 Merrion Square South, Dublin 2, D02 PR63, Ireland, <https://www.homeaway.com/>)
 - Expedia (Expedia is a product of Expedia Inc. 1111 Expedia Group Way West, Seattle WA 98119, <https://www.expedia.com/>)
 - Glampinghub (Glampinghub is a product of Glamping Hub USA Inc. Highlands Ranch - Shea Center 1745 Shea Center

Drive, 4th Floor Highlands Ranch, Colorado, 80129 (USA),
<https://glampinghub.com/>)

- Hipcamp (Hipcamp is a product of Hipcamp, Inc. San Francisco Bay Area, West Coast, Western US ,
<https://www.hipcamp.com>)

1.2 All contracts with us are concluded taking into account our general terms and conditions ("GTC"). You accept the terms and conditions in their entirety in the version applicable at the time the respective contract is concluded. The present terms and conditions apply exclusively, unless otherwise agreed.

1.3 In addition to our terms and conditions, the conditions of the respective festival organizer must be observed. In the event of a contradiction, these take precedence over our terms and conditions.

2. OFFERS, ORDERING & CONCLUSION OF CONTRACT

2.1

a) All our offers are subject to change and non-binding. On our website you can choose accommodation and activities that we rent to you for the surf camps or festivals mentioned in consultation with the respective festival organizer.

b) Booking: Here you select the festival or surf camp in question on our homepage. If you are forwarded to the external booking page of the respective festival, the booking process and the terms and conditions of the respective festival apply. If you are redirected to a subpage of domo-camp.org, our general terms and conditions continue to apply. In this case, choose the tent with the occupancy you want. The prices are advertised as "per capita" prices. Unless otherwise stated, the festival ticket is not included in the price and must be purchased separately from the festival organizer. As soon as you have entered all the necessary data in the ordering process, the purchase is complete. As a result, a contract is binding with us for the rental of the accommodation you have selected.

c) Acknowledgment of receipt / ticket: You will then receive an email confirming receipt of your booking with an overview of the accommodation you have selected and all the mandatory information. You will also receive the e-ticket, which acts as an entry ticket when you check in the tents.

2.2 You can only conclude a contract with us as an adult.

2.3 Any additional agreements are only effective if they have been confirmed in writing.

2.4 We expressly reserve the right to make price changes, technical changes, errors or misprints.

3. Rental and Deposit

3.1 The prices stated on the website at the time of the order apply. The prices are in EURO and include VAT for users from the European Union without any discounts. The price does not include any camping or parking fees unless otherwise stated. These may be required by the respective festival organizer and must be paid to them.

3.2 In addition to the rent, we give ourselves the option of requesting a rent deposit of 150 euros per rented accommodation. The deposit is settled within 14 working days after the complete and fault-free return of the respective accommodation. Otherwise we are entitled to deduct up to 100% of any costs for cleaning, repair or replacement, or to request additional costs.

Cost table:

Product	Defect	Repair cost
all tents and equipment products	destroyed / unusable	Reimbursement of costs + 15% processing fee
Tents	Fire damage on tent floor	40,00 €
Tents	Cracked outer skin	40,00 €

General Terms and Conditions (GTC) of hejmo GmbH for guests (B2C)



Tents	Broken zipper	40,00 €
Folded cardboard bed	very dirty	25,00 €
Mattress and bedding	Burn hole / crack (per piece)	20,00 €
Mattress and bedding	Moisture (per piece)	20,00 €
Beanbag	Burn hole / crack	30,00 €
Beanbag	very dirty	15,00 €
carpet	Burn hole / crack	20,00 €
carpet	very dirty	15,00 €
Fatboy Edison	destroyed / unusable	60,00 €
Fatboy Edison	USB cable is missing	5,00 €
Fatboy Edison	Power plug is missing	5,00 €
Multiple plug	malfunction	5,00 €
Workbox	very dirty	15,00 €
clothes rack	destroyed / unusable	35,00 €
clothes rack	very dirty	15,00 €
Wall cupboard	destroyed / unusable	10,00 €

Wall cupboard	very dirty / torn	5,00 €
mirror	broken	20,00 €
Ventilator	malfunction	25,00 €
cooling box	malfunction	50,00 €

4. PAYMENT, SET-OFF, RETENTION

4.1 The rent including all costs is due upon conclusion of the contract. Payments are to be made without discounts or other deductions, unless another payment mode is expressly agreed in writing and are made in accordance with the following regulation in advance or PayPal before the accommodation is provided.

4.2 Payment options:

The rent is to be transferred via one of the payment options approved by Pretix or Bookinglayer. These include Visa, Mastercard, American Express, SEPA direct debit, Sofortüberweisung, Paypal or iDEAL.

4.3 You can only offset against our claims if your counterclaim is undisputed or if there is a legally binding title. In addition, you are

only authorized to exercise a right of retention if your counterclaim is based on the same contractual relationship.

5. CANCELLATION / WITHDRAWAL FROM THE CONTRACT

5.1 Cancellations are possible at any time. Fees for payment processing costs 2.5% of the invoiced amount and a processing fee of 15 euros per order will be deducted.

- 5.2 The following cancellation deadlines apply:
- For cancellations until 28 days before the desired rental period, 100% of the amount invoiced will be refunded (minus the fees for payment processing and processing) if this has already been received on our account.
- If a cancellation is made within 2 to 4 weeks (14 to 28 days) before the booked rental period: a cancellation fee of 50% of the respective rental fee (minus the fees for payment processing and processing).
- If a cancellation is made less than 14 days before the start date of your rental, we charge a cancellation fee of 100% of the respective rental fee.

The difference between the rent and the cancellation fee will be refunded together with the deposit within 14 days after cancellation.

We recommend that you take travel cancellation insurance when booking.

5.4 We reserve the right to withdraw from this contract free of charge up to 28 days before the start of the rental period, insofar as the number of bookings for our accommodations falls below. In this case, already done Payments will be fully refunded by us within 14 days of withdrawal.

5.5 In the event of a cancellation by the festival organizer, the following applies:

If the festival is canceled before the start of the rental period, we will refund 50% of the rental fee and the entire deposit;

If the festival is canceled after the start of the rental period, the rental fee will not be refunded.

5.6 We accept no responsibility or refund under the following circumstances:

- If the customer is responsible for the incorrect provision of the services.
- If the faulty services come from third parties or occur in an unpredictable manner.
- When the services cannot be provided due to conditions beyond the company's control. These are unusual and unpredictable conditions that can lead to unexpected consequences such as natural disasters, etc.
- If the erroneous provision of the services is caused by events in our camps, although all due diligence requirements have been met, these could neither be predicted nor prevented.
- In the event of accidents and other events outside of the activities offered

6. OWNERSHIP / LIABILITY

6.1 The respective accommodations remain the exclusive property of hejmo GmbH during rental. As a tenant, you are obliged to treat the accommodation properly and to comply with any maintenance, care and use recommendations. The applicable regulations (our house rules and the festival rules) must be fully observed. By using it, you recognize the respective regulations, which can be viewed at the reception or are otherwise displayed, as binding. In particular, smoking and fire are prohibited in all accommodations. Instructions from our staff and the security staff at the festival must be followed. Furthermore, any changes to the accommodations, the interior of the accommodations or the location of the accommodations are prohibited. If the accommodation and the interior of the accommodation are used contrary to the contract, if they are sublet, overcrowded, use of the accommodation for purposes other than accommodation, disturbances to the peace, violation of house or festival regulations, violation of instructions from our staff and those of the security staff of the festival etc. we are entitled to terminate the rental agreement without notice.

6.2 As the tenant, you assume full liability for the accommodation and the interior of the accommodation upon delivery. You are liable for any damage caused by improper use, fire, heavy soiling, etc. arise. You are obliged to do everything reasonable to keep possible damage to the respective as low as possible.

6.3 The accommodations as well as the interior of the accommodations will be handed over to you personally by us and have to be checked by you. Subsequent notices of defects are excluded and will not be accepted by us. Then a handover report, in which any defects are to be recorded, is drawn up, which you have to countersign, otherwise no handover can take place. The

accommodation (including the interior) is returned as part of a return, whereby the condition of the accommodation and the interior of the accommodation are compared with the handover protocol. The return must be done personally by you.

6.4 If heavily contaminated accommodation or heavily contaminated interior furnishings are returned, you have to bear the costs for the respective cleaning by specialist personnel in full.

6.5 Every customer who has bought one of our surf packages must be physically fit and capable to swim. The customer confirms that from a medical point of view nothing prevents him from surfing or bodyboarding. We ask you to inform us of all relevant medical aspects: allergies, disabilities, medical disabilities, etc.

6.6 All non-adult participants in one of our surf camps must follow and comply with the recommendations of our employees and comply with the rules set by the European Union. The participants or their parents or their tutor (if they are a minor) will be informed of the intentional non-fulfillment of this or unacceptable behavior and we could exclude them from the surf camp. In this case, we do not offer refunds or accept responsibility for additional costs.

If the participants are minors, we will send their parents or tutors the documents and permits they need to sign to accept the minors as participants.

6.7 For medical help during your stay in our glamping camps or festival camps, every customer should have a health insurance card and take travel cancellation insurance.

7. OUR LIABILITY

7.1 Changes and errors are reserved. We are liable for defects in accordance with the statutory provisions, unless liability is excluded or limited in accordance with these terms and conditions. Assignment of such claims is excluded.

7.2. The following limitation of liability applies to any textiles: Any slight color deviations between the illustrations and the accommodation provided are due to technical reasons and do not constitute a defect. Any operating or maintenance instructions for the products must be observed.

7.3 Claims for damages are excluded. Excluded from this are claims for damages from injury to life, limb, health or from the violation of essential contractual obligations as well as liability for other damages which are based on an intentional or grossly negligent breach of duty by us. Essential contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract. In the event of a breach of essential contractual obligations, we shall only be liable for the foreseeable damage typical for the contract if this was simply caused by negligence, unless it concerns claims for damages from injury to life, limb or health. The above restrictions also apply in favor of our legal representatives and vicarious agents, insofar as claims are made directly against them.

7.4 If you claim a defect during the rental period, you are obliged to allow us to check the error.

7.5 We are not liable for damage caused by normal wear and tear, improper handling and incorrect maintenance.

7.6 According to the current state of the art, data communication via the Internet cannot be guaranteed to be error-free and / or available at all times. We are therefore not liable for the availability of the website at all times.

8. PRIVACY

8.1 When dealing with your personal data, we comply with all provisions of the Data Protection Act and the Telemedia Act and are entitled to collect, process and use all data relating to the business relationship with you in compliance with these laws.

8.2 Further information on the type, scope, location and purpose of the collection, processing and use of the personal data required for the execution of orders can be found in the data protection declaration at: <https://www.domo-camp.org/impressum> .

8.3 Furthermore, we are authorized under applicable law to obtain information about your creditworthiness from commercial and economic information files.

8.4 We reserve the right to take photos and videos for advertising purposes. Pictures of your stay in one of our camps or festival camps are only used for advertising purposes such as websites, flyers, brochures, etc.

9. CHOICE OF LAW / JURISDICTION

To the extent permitted by law, German law applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Mandatory provisions of the state in which you have your habitual residence remain unaffected. Unless you have a general place of jurisdiction in

Germany or move your place of residence abroad after the conclusion of the contract or your place of residence is not known at the time the lawsuit is filed, the place of jurisdiction for disputes is our respective company headquarters.

As of November 2023