



1. **Agreement on use (rental contract)** 1
2. **General terms and conditions and legal notices** Fehler! Textmarke nicht definiert.
3. **Privacy policy** Fehler! Textmarke nicht definiert.
4. **Data processing by passing on your data by the Festival operator to us** . 17

1. User Agreement (rental contract)

Between

Parookaville 2024

Plug-in Festivals GmbH

Industriestraße 21, 82194 Gröbenzell

Ust-IdNr: DE329398073

Hereinafter referred to as "Lessor"

and

„Customer of the Parookaville online store“

Hereinafter referred to as „Lessee“

§ 1 Rental object

The subject of the user agreement is the rental of a TRAVELBOX 500 PLUS with an energy content of 555 Wh (useful energy content varies depending on use).

The rental takes place for the period from **17.07.2023** to **22.07.2023 Monday 10 AM**.

§ 2 Intended use

The renter uses the rental property exclusively for the following private purpose:

Own power supply of private items on the campsite area of the festival specified in the booking confirmation.

The rented object may, unless otherwise expressly agreed in writing, be used by the renter exclusively for the designated purpose. The use and operation must be carried out in accordance with the legal regulations. The lessee is liable for damages, sanctions, fines or other impairments incurred by the lessor due to improper or unlawful use of the rented item.

§ 3 Rent

The rent is a one-time fee of 119,- €. This includes the statutory sales tax in the amount of 19,- €. A further recharge within the agreed rental period is free of charge. In addition, the renewed presentation of a valid photo ID is required. Recharging takes place at the stand of the rental company.

The rental fee is payable in advance.

§ 4 Duties of the tenant

- (1) For identification purposes, the Lessee shall present a valid official photo ID to the Lessor prior to handing over the leased property.
- (2) The lessor may require the deposit of an appropriate pledge with him (e.g. car keys, photo ID) as security/deposit for the duration of the rental period.
- (3) The Lessee undertakes to handle the leased property with care, in particular to observe the instructions for the proper use of the leased property (instructions for use, warnings, etc.), insofar as these are provided by the Lessor, and to use the leased property only in accordance therewith. In the event of any ambiguities, he must obtain information from the lessor on the proper use of the rental object before commissioning or using it.
- (4) The Lessee shall be liable to the Lessor for damage to the leased property culpably caused by a breach of the duties of care and diligence incumbent upon him. The following fees are due for defective equipment:
 - Defect Powerstation, self-inflicted: 200 Euro per device.
 - Theft Powerstation: Current new price of the product in the online store of Plug-in Festivals

The tenant is not responsible for changes or deterioration of the rental object caused by the contractual use. This applies in particular to wearing parts. Defects of the rental object occurring during the rental period may only be repaired by the lessor or a person authorized by him. The lessee shall notify the lessor immediately of any defect in the leased property. If the lessee fails to notify the lessor, the lessee shall compensate the lessor for any resulting damage. Insofar as the lessor cannot remedy the defect for this reason, the lessor shall not be liable for any damage caused to the leased property or to other property as a result of the defect.

- (5) The Lessee is not authorized to charge the TRAVELBOX 500 V / PLUS itself.
- (6) At the end of the rental period, the Lessee is obliged to return the rental object to the Lessor in the condition in which it was received from the Lessor. The return to the Lessor has to take place at the following place (registered office / residence of the Lessor): Festival Stand Plug-in Festivals

If the Lessee does not return the rental object in time, the Lessor may demand the rent as compensation for the duration of the withholding, which would have been

payable for the additional period in accordance with the price calculation in § 3. The assertion of further damages remains unaffected by this.

§ 5 Duties of the Lessor

- (1) The Lessor undertakes to provide the Lessee with the leased property for unrestricted use for the above-mentioned period in a condition suitable for use in accordance with the contract. He assures that he is authorized to rent the leased property.
- (2) The Lessor shall keep the rental object ready for collection at the beginning of the rental period.
- (3) The Lessor shall be liable in cases of intent or gross negligence on the part of the Lessor, a representative or a vicarious agent in accordance with the statutory provisions. Otherwise, the Lessor shall only be liable for injury to life, body, health or culpable breach of essential contractual obligations. The claim for damages due to violation of essential contractual obligations is limited to the contract-typical, foreseeable damage.

§ 6 Term of the contract

The contract is concluded for the period specified in § 1 and may not be terminated by either party prior to the expiry of the period.
by either party prior to the expiry of this period. The right to terminate for cause remains unaffected.

§ 7 Severability clause

The invalidity of one of the above provisions shall not affect the validity of the remainder of the contract. The ineffective provision shall be replaced by a provision that comes closest to the ineffective provision in economic terms.

2. General terms and conditions and legal information

These general terms and conditions, information and instruction texts were created on the basis of the

non-binding condition recommendation of the trade association Bavaria e. V. created.

(Status: 18.03.23)

I. General Terms and Conditions and Customer Information

1. basis of contract
2. offer, conclusion of the contract, correction possibilities, contract text storage
3. cancellation / withdrawal from the contract
4. payment and provision of rental object
5. prices and shipping costs
6. warranty
7. duties of the customer
8. information about online dispute resolution
9. general information on dispute resolution before consumer arbitration boards

II. Further customer information

1. essential characteristics of the goods or services
2. prices
3. terms of payment and delivery, provision date
4. contract language
5. warranty
6. complaints
7. battery disposal notice

I. General Terms and Conditions and Customer Information

1. contractual basis

a) These General Terms and Conditions regulate the contractual relationship between Plug-in Festivals GmbH, Industriestrasse 21, 82194 Gröbenzell, info@pluginfestivals.de

(hereinafter referred to as the "Lessor") and the customer in the case of rentals via the online store www.mieten.pluginfestivals.de for the goods and services posted by the Lessor.

Customers within the meaning of these provisions are both consumers (any natural person who enters into a legal transaction for purposes that can be attributed predominantly neither to their commercial nor independent professional activity) and entrepreneurs (any natural or legal person or a partnership with legal capacity that acts in the exercise of its commercial or independent professional activity when concluding a legal transaction).

The Agreement consists of the provision of a portable charger (hereinafter "the Product") by Plug-in Festivals to the Customer upon receipt of payment from the Customer to Plug-in Festivals. The Product is designed to power all of the Customer's loads (up to a maximum of 500 watts output line) and may only be used for this purpose. When the battery of the product is empty, the customer can exchange it for a fully charged product. The exchange will take place at the Plug-in Festivals booth at the festival. Plug-in Festivals' recharging service (hereinafter "the Service") includes the initial delivery of the Product to the Customer and all subsequent Product exchanges. The Service is provided for the duration of the Festival, while the Customer may change the Product on a daily basis without limitation.

b) The General Terms and Conditions in the version valid at the time of the conclusion of the contract shall apply to all contracts for the supply of goods and contracts for the provision of services concluded exclusively by means of distance communication.

Deviating General Terms and Conditions of the customer shall only apply if their inclusion has been expressly agreed. An agreement cannot already be seen in the fact that the lessor provides the agreed service in the knowledge of any customer GTC. This also applies if the lessor has not expressly objected to the validity of the customer's GTC upon delivery.

c) The contractual language is German. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

In relation to a consumer, this choice of law applies only insofar as it does not deprive him of the protection granted by those mandatory provisions of the country in which the consumer has his habitual residence.

2. offer, conclusion of the contract, correction options, contract text storage

a) The product description on the online shop pages of the lessor represent non-binding offers to place an order.

After the customer has gone through the order process, the rental contract is concluded after receipt of the customer's binding order by transmission of the contract confirmation by the lessor (e.g. by telephone, fax, e-mail or letter).

The initially sent automatic confirmation of receipt of the order does not constitute acceptance of the contract offer, but merely confirms receipt of the order. If the contract offer is not accepted within 2 days, it shall be deemed rejected and the customer shall no longer be bound by it.

b) To submit the binding order of the customer via the online shopping cart system of the lessor, the customer places the selected item(s) in the virtual "shopping cart" by

clicking the button "Add to cart". The customer can open this shopping cart at any time by clicking on the button with the same name or the shopping cart icon on the upper right-hand side of the page and make changes. After the customer has placed the desired items in the "shopping cart", the customer is taken via the shopping cart by clicking on the "Checkout" button first to enter the personal data or to the login area, if the customer has already set up an account with the lessor. Subsequently, the customer is taken to the order overview page by selecting the payment method and the shipping method. Here the customer can check all order data again and, if necessary, make changes or adjustments (for example, by clicking on the link "edit" or by using the "back" function of the Internet browser) or cancel the order (for example, by closing the browser window). Furthermore, the rental agreement must be accepted by placing a "check mark". Only after clicking the button "order with obligation to pay" the order process is completed.

c) PayPal

If the customer decides to use the payment method "PayPal", the contract between the customer and the lessor is concluded immediately with the confirmation of the button "order with obligation to pay" in deviation to point 2.a).

At the end of the order process, the input mask of PayPal appears in which the customer enters his e-mail address stored at PayPal and his PayPal password. With confirmation of the payment by the customer, the rental price due to the concluded rental contract for the products selected by the customer, including any shipping costs, will be credited directly to the account of the lessor. The provision takes place on the date specified in the order confirmation.

d) Note on contract text storage

The data of the customer's order and the text of the contract are not stored by the lessor in a form that can be subsequently accessed by the customer. In the event that the customer wishes to document his order data, the customer can copy, print or otherwise store them before submitting the binding order.

However, the lessor shall send the customer a confirmation of the contract at the latest upon delivery of the goods or before the start of the performance of the service, in which the content of the contract is reflected.

3 Cancellation / withdrawal from the contract

In addition to the statutory right of cancellation, which is not limited hereby, the lessor grants the customer the following right of cancellation before the start of the event:

a) Cancellations are generally possible at any time.

b) In the case of cancellations up to 7 calendar days before the start of the event, 100% of the invoiced amount will be refunded if this has already been received on the lessor's account.

c) If a cancellation is made 6 calendar days or less before the start of the event, a refund of 50% of the invoiced amount will be made if this has already been received on the lessor's account.

d) Weather reasons explicitly do not justify a free cancellation by the renter if the booking is cancelled less than 6 calendar days before the requested period.
e) In the event of cancellation by the organizer before the start of the event, 100% of the rental amount will be refunded to the lessee.

f) In the event of cancellation of the event after (partial) performance by the Lessor, the Lessee shall be refunded 50 % of the rental amount.

4 Payment, provision of rental object

a) Unless otherwise agreed, the provision of an ordered item shall be made exclusively against advance payment (i.e. by bank transfer) or against Paypal payment, at the start of the event agreed upon during the ordering process.

If the customer and the lessor have not agreed otherwise, payment in advance is due immediately after conclusion of the contract.

b) The rental object will be made available at the beginning of the event of the respective festival, unless a collection date deviating from this is expressly stated or another collection date has been expressly agreed.

c) If the customer chooses the option of payment via PayPal, the payment processing will be carried out by PayPal (Europe) S.à.r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg. The terms of use of PayPal (Europe) S.à.r.l. et Cie, S.C.A. apply, which the customer with an account at PayPal (Europe) S.à.r.l. et Cie, S.C.A. can view here <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>; if the customer does not have a corresponding account, the terms of use "Conditions for payments without a PayPal account" apply, which the customer can view at the following internet address <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>.

5. prices and shipping costs

All prices are quoted in euros (€) and include the statutory value added tax, as well as other price components and any other applicable taxes and duties (total price / final price). The prices apply exclusively to orders placed via our online store.

6. warranty

The customer is entitled to the legal warranty rights (§§ 536, 536 a BGB).

7. duties of the customer

The customer has to make sure that the email address deposited by him with the lessor is correct. Furthermore, the customer must ensure that he can receive emails under the deposited address and that this is not prevented by a SPAM filter in particular, in order to ensure access to the information that is partly transmitted automatically by email and that is necessary for the conclusion of the contract.

8. information on online dispute resolution

Since February 15, 2016, the EU Commission has provided an internet platform for online dispute resolution (so-called "ODR platform"). The ODR platform is intended to serve as a central contact point for consumers and entrepreneurs to settle disputes arising in the context of online legal transactions out of court. The following link leads to the ODR platform:

<https://ec.europa.eu/consumers/odr>

Our e-mail address is: info@pluginfestivals.de

9. General information on dispute resolution procedures before consumer arbitration boards

We prefer to clarify any problems that may arise directly with the customer and therefore do not participate in dispute resolution proceedings before a consumer arbitration board.

II. Further customer information

1. essential characteristics of the goods or service

The essential characteristics of the goods or services can be found in the item description.

2. prices

The product prices stated in the item description are total prices and as such include all price components including taxes.

3. terms of payment and delivery, provision date

The buyer can only pay in advance (i.e. by bank transfer) or via Paypal. The provision date is shown in the above terms and conditions under I number 4a.

4. contract language

Contract language is German.

5. warranty

The provisions regarding the warranty rights for the goods offered by the lessor can be found in the above GTC under I number 6.

6. complaints

Under (+49) 162 4262338 the landlord is available for questions, complaints, suggestions but also in case of complaints.

7. battery disposal notice

Since we deal with batteries and rechargeable batteries, or devices that contain them, we are obliged to instruct you as follows:

Please note that used batteries must not be disposed of with household waste (this is indicated by the symbol of the crossed-out trash can on the battery). For this reason, you as the end user are legally obligated to return used batteries.

The following additional signs can be found next to the crossed-out trash can:

Pb = battery contains more than 0.004 percent lead by mass

Cd = battery contains more than 0.002 mass percent cadmium

Hg = battery contains more than 0.0005 mass percent mercury.

We would like to point out that you can also return used batteries free of charge to us at Hubertusstraße 10c, 82256 Fürstenfeldbruck, provided that we also offer or have offered them as new batteries.

3. privacy policy

1. data protection at a glance

General information

The following notes provide a simple overview of what happens to your personal data when you visit our website. Personal data is any data by which you can be personally identified. For detailed information on the subject of data protection, please refer to our data protection declaration listed below this text.

Data collection on our website

Who is responsible for data collection on this website?

Data processing on this website is carried out by the website operator. You can find his contact details in the imprint of this website.

How do we collect your data?

On the one hand, your data is collected by you providing it to us. This can be, for example, data that you enter in a contact form.

Other data is collected automatically by our IT systems when you visit the website. This is mainly technical data (e.g. Internet browser, operating system or time of page view). This data is collected automatically as soon as you enter our website.

What do we use your data for?

Part of the data is collected to ensure error-free provision of the website. Other data may be used to analyze your user behavior.

What rights do you have regarding your data?

You have the right to receive information about the origin, recipient and purpose of your stored personal data free of charge at any time. You also have a right to demand the correction, blocking or deletion of this data. For this purpose, as well as for further questions on the subject of data protection, you can contact us at any time at the address given in the imprint. Furthermore, you have the right to lodge a complaint with the competent supervisory authority. Analysis tools and third-party tools

When visiting our website, your surfing behavior may be statistically analyzed. This is done primarily with cookies and with so-called analysis programs. The analysis of your surfing behavior is usually anonymous; the surfing behavior cannot be traced back to you. You can object to this analysis or prevent it by not using certain tools. Detailed information on this can be found in the following privacy policy.

You can object to this analysis. We will inform you about the objection options in this privacy policy.

2 General notes and mandatory information

Data protection

The operators of these pages take the protection of your personal data very seriously. We treat your personal data confidentially and in accordance with the statutory data protection regulations and this data protection declaration.

When you use this website, various personal data are collected. Personal data is data with which you can be personally identified. This privacy policy explains what data we collect and what we use it for. It also explains how and for what purpose this is done.

We would like to point out that data transmission on the Internet (e.g. when communicating by e-mail) can have security gaps. Complete protection of data against access by third parties is not possible.

Note on the responsible office

The responsible party for data processing on this website is:

Plug-in Festivals GmbH

Industriestrasse 21

82194 Gröbenzell

Phone: +49 1624252338

E-mail: info@pluginfestivals.de

The controller is the natural or legal person who alone or jointly with others determines the purposes and means of the processing of personal data (e.g. names, e-mail addresses or similar).

Revocation of your consent to data processing

Many data processing operations are only possible with your express consent. You can revoke an already given consent at any time. For this purpose, an informal communication by e-mail to us is sufficient. The legality of the data processing carried out until the revocation remains unaffected by the revocation.

Right of appeal to the competent supervisory authority

In the event of violations of data protection law, the data subject has a right of appeal to the competent supervisory authority. The competent supervisory authority in matters of data protection law is the state data protection commissioner of the federal state in which our company is based. A list of data protection officers and their contact details can be found at the following link:

https://www.bfdi.bund.de/DE/Infothek/Anschriften_Links/anschriften_links-node.html.

Right to data portability

You have the right to have data that we process automatically on the basis of your consent or in performance of a contract handed over to you or to a third party in a common, machine-readable format. If you request the direct transfer of the data to another responsible party, this will only be done insofar as it is technically feasible.

SSL or TLS encryption

For security reasons and to protect the transmission of confidential content, such as orders or requests that you send to us as the site operator, this site uses SSL or TLS encryption. You can recognize an encrypted connection by the fact that the address line of the browser changes from "http://" to "https://" and by the lock symbol in your browser line.

If SSL or TLS encryption is activated, the data you transmit to us cannot be read by third parties.

Encrypted payment transactions on this website

If, after the conclusion of a contract with costs, there is an obligation to transmit your payment data to us (e.g. account number in the case of direct debit authorization), this data is required for payment processing.

Payment transactions via the common means of payment (Visa/MasterCard, direct debit) are made exclusively via an encrypted SSL or TLS connection. You can recognize an encrypted connection by the fact that the address line of the browser changes from "http://" to "https://" and by the lock symbol in your browser line.

With encrypted communication, your payment data that you transmit to us cannot be read by third parties.

Information, blocking, deletion

Within the framework of the applicable legal provisions, you have the right at any time to free information about your stored personal data, its origin and recipient and the purpose of data processing and, if necessary, a right to correction, blocking or deletion of this data. For this purpose, as well as for further questions on the subject of personal data, you can contact us at any time at the address given in the imprint.

Objection to advertising e-mails

We hereby object to the use of contact data published within the framework of the imprint obligation to send advertising and information material that has not been expressly requested. The operators of the pages expressly reserve the right to take legal action in the event of the unsolicited sending of advertising information, such as spam e-mails.

3. Data collection on our website

Cookies

The Internet pages partly use so-called cookies. Cookies do not cause any damage to your computer and do not contain viruses. Cookies serve to make our offer more user-friendly, more effective and safer. Cookies are small text files that are stored on your computer and saved by your browser. Most of the cookies we use are so-called "session cookies". They are automatically deleted after the end of your visit. Other cookies remain stored on your terminal device until you delete them. These cookies allow us to recognize your browser on your next visit. You can set your browser so that you are informed about the setting of cookies and only allow cookies in individual cases, exclude the acceptance of cookies for certain cases or in general and activate the automatic deletion of cookies when closing the browser. If cookies are deactivated, the functionality of this website may be limited. Cookies that are required to carry out the electronic communication process or to provide certain functions that you have requested (e.g. shopping cart function) are stored on the basis of Art. 6 (1) lit. f DSGVO. The website operator has a legitimate interest in storing cookies for the technically error-free and optimized provision of its services. Insofar as other cookies (e.g. cookies for analyzing your surfing behavior) are stored, these are treated separately in this data protection declaration.

Server log files

The provider of the pages automatically collects and stores information in so-called server log files, which your browser automatically transmits to us. These are:

- browser type and version
- Operating system used
- Referrer URL
- Host name of the accessing computer
- Time of the server request
- IP address

This data is not merged with other data sources.

The collection of this data is based on Art. 6 para. 1 lit. f DSGVO. The website operator has a legitimate interest in the technically error-free presentation and optimization of its website - for this purpose, the server log files must be collected.

Contact form

If you send us inquiries via the contact form, your data from the inquiry form, including the contact data you provided there, will be stored by us for the purpose of processing the

inquiry and in case of follow-up questions. We do not pass on this data without your consent. The processing of the data entered in the contact form is therefore based exclusively on your consent (Art. 6 para. 1 lit. a DSGVO). You can revoke this consent at any time. For this purpose, an informal communication by e-mail to us is sufficient. The legality of the data processing operations carried out until the revocation remains unaffected by the revocation. The data you entered in the contact form will remain with us until you request us to delete it, revoke your consent to store it, or the purpose for storing the data no longer applies (e.g. after we have completed processing your request). Mandatory legal provisions - in particular retention periods - remain unaffected.

Registration on this website

You can register on our website to use additional functions on the site. We use the data entered for this purpose only for the purpose of using the respective offer or service for which you have registered. The mandatory information requested during registration must be provided in full. Otherwise we will reject the registration.

For important changes, for example in the scope of the offer or for technically necessary changes, we use the e-mail address provided during registration to inform you in this way.

The processing of the data entered during registration is based on your consent (Art. 6 para. 1 lit. a DSGVO). You can revoke any consent you have given at any time. For this purpose, an informal communication by e-mail to us is sufficient. The legality of the data processing already carried out remains unaffected by the revocation.

The data collected during registration will be stored by us as long as you are registered on our website and will then be deleted. Legal retention periods remain unaffected.

Registration with Facebook Connect

Instead of registering directly on our website, you can register with Facebook Connect. The provider of this service is Facebook Ireland Limited, 4 Grand Canal Square, Dublin 2, Ireland.

If you decide to register with Facebook Connect and click on the "Login with Facebook" / "Connect with Facebook" button, you will automatically be redirected to the Facebook platform. There you can log in with your usage data. This links your Facebook profile to our website or services. Through this link, we gain access to your data deposited with Facebook. These are mainly:

- Facebook name
- Facebook profile and title picture
- Facebook title picture
- Email address deposited with Facebook
- Facebook ID
- Facebook friends lists
- Facebook Likes ("Like" votes)

- birthday
- Gender (sex)
- Country
- Language

This data is used to set up, provide, and personalize your account.

For more information, please see the Facebook Terms of Use and the Facebook Privacy Policy. These can be found at: <https://de-de.facebook.com/about/privacy/> and <https://www.facebook.com/legal/terms/>.

Processing of data (customer and contract data)

We collect, process and use personal data only to the extent that they are necessary for the establishment, content or modification of the legal relationship (inventory data). This is done on the basis of Art. 6 (1) lit. b DSGVO, which permits the processing of data for the performance of a contract or pre-contractual measures. We collect, process and use personal data about the use of our Internet pages (usage data) only insofar as this is necessary to enable the user to use the service or to bill the user.

The collected customer data will be deleted after completion of the order or termination of the business relationship. Legal retention periods remain unaffected.

Data transfer upon conclusion of a contract for online stores, dealers and shipment of goods

We transmit personal data to third parties only if this is necessary in the context of the contract, such as to the companies entrusted with the delivery of the goods or the credit institution entrusted with the payment processing. A further transmission of data does not take place or only if you have expressly agreed to the transmission. or the manufacturer of the products in the context of service processing. In addition, the invoice may be forwarded to the respective supplier in the context of reimbursement for promotional campaigns. **The data will be processed only for the purpose of invoice processing and in no case stored / used for promotional purposes.** Your data will not be passed on to third parties without your express consent, for example for advertising purposes.

The basis for data processing is Art. 6 (1) lit. b DSGVO, which permits the processing of data for the fulfillment of a contract or pre-contractual measures.

Data transfer upon conclusion of a contract for services and digital content

We transmit personal data to third parties only if this is necessary in the context of contract processing, such as to the credit institution commissioned with payment processing.

Further transmission of data does not take place or only if you have expressly consented to the transmission. Your data will not be passed on to third parties without your express consent, for example for advertising purposes.

The basis for data processing is Art. 6 para. 1 lit. b DSGVO, which permits the processing of data for the fulfillment of a contract or pre-contractual measures.

4. Newsletter

With the following information we inform you about the contents of our newsletter as well as the registration, dispatch and statistical evaluation procedure and your rights of objection. By subscribing to our newsletter, you agree to receive it and to the described procedures.

Content of the newsletter: We send newsletters, e-mails and other electronic notifications with promotional information (hereinafter "newsletter") only with the consent of the recipients or a legal permission. Insofar as the contents of the Newsletter are specifically described in the context of a registration, they are decisive for the consent of the users. Otherwise, our newsletters contain information about our services and us.

Double opt-in and logging: Registration for our newsletter is carried out in a so-called double opt-in process. This means that after registration you will receive an e-mail in which you are asked to confirm your registration. This confirmation is necessary so that no one can register with other e-mail addresses. The registrations for the newsletter are logged in order to be able to prove the registration process according to the legal requirements. This includes the storage of the registration and confirmation time, as well as the IP address. Likewise, changes to your data stored with the dispatch service provider are logged.

Registration data: To register for the newsletter, it is sufficient to provide your e-mail address.

The dispatch of the newsletter and the performance measurement associated with it is based on the consent of the recipients pursuant to Art. 6 (1) a, Art. 7 DSGVO in conjunction with § 7 (2) No. 3 UWG or on the basis of legal permission pursuant to § 7 (3) UWG.

The logging of the registration process is based on our legitimate interests pursuant to Art. 6 (1) lit. f DSGVO. Our interest is directed towards the use of a user-friendly as well as secure newsletter system that serves our business interests as well as meets the expectations of the users and furthermore allows us to prove consent.

Cancellation/Revocation - You can cancel the receipt of our newsletter at any time, i.e. revoke your consents. You will find a link to cancel the newsletter at the end of each newsletter. We may store unsubscribed email addresses for up to three years based on our legitimate interests before deleting them for newsletter mailing purposes, in order to be able to prove consent formerly given. The processing of this data is limited to the purpose of a possible defense against claims. An individual deletion request is possible at any time, provided that the former existence of consent is confirmed at the same time.

Newsletter - dispatch service provider

The dispatch of the newsletter is carried out by means of the dispatch service provider MailPoet - a product of Wysija SARL, 6 rue Dieudé, 13006, Marseille, FRANCE. You can view the privacy policy of the shipping service provider here: <https://www.mailpoet.com/privacy-notice/>. The shipping service provider is used on the basis of our legitimate interests pursuant to Art. 6 para. 1 lit. f DSGVO and a contract processing agreement pursuant to Art. 28 para. 3 p. 1 DSGVO.

Der Versanddienstleister MailPoet kann die Daten der Empfänger in pseudonymer Form, d.h. ohne Zuordnung zu einem Nutzer, zur Optimierung oder Verbesserung der eigenen Services nutzen, z.B. zur technischen Optimierung des Versandes und der Darstellung der Newsletter oder für statistische Zwecke verwenden. Der Versanddienstleister nutzt die Daten unserer Newsletterempfänger jedoch nicht, um diese selbst anzuschreiben oder um die Daten an Dritte weiterzugeben.

5. Plugins und Tools

YouTube

Our website uses plugins from the YouTube site operated by Google. The operator of the pages is YouTube, LLC, 901 Cherry Ave, San Bruno, CA 94066, USA. When you visit one of our pages equipped with a YouTube plugin, a connection to the YouTube servers is established. This tells the YouTube server which of our pages you have visited. If you are logged into your YouTube account, you enable YouTube to assign your surfing behavior directly to your personal profile. You can prevent this by logging out of your YouTube account. YouTube is used in the interest of an appealing presentation of our online offers. This represents a legitimate interest within the meaning of Art. 6 para. 1 lit. f DSGVO. Further information on the handling of user data can be found in YouTube's privacy policy at: <https://www.google.de/intl/de/policies/privacy>.

6. payment providers

PayPal

On our website, we offer, among other things, payment via PayPal. The provider of this payment service is PayPal (Europe) S.à.r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter "PayPal"). If you select payment via PayPal, the payment data you enter will be transmitted to PayPal. The transmission of your data to PayPal is based on Art. 6 para. 1 lit. a DSGVO (consent) and Art. 6 para. 1 lit. b DSGVO (processing for the performance of a contract). You have the option to revoke your consent to data processing at any time. A revocation does not affect the validity of past data processing operations.

7. E-mail advertising without newsletter registration and your right to object

If we receive your e-mail address in connection with the sale of a product or service and you have not objected to this, we reserve the right, on the basis of Section 7 (3) of the German Unfair Competition Act (UWG), to regularly send you e-mail offers for similar products to those you have already purchased from our range. This serves to protect our legitimate interests in addressing our customers in an advertising manner, which are outweighed in the context of a balancing of interests. You can object to this use of your e-mail address at any time by sending a message to the contact option described below or via a link provided for this purpose in the advertising e-mail, without incurring any costs other than the transmission costs according to the basic rates.

4. Data processing by passing on your data to us by the festival operator.

Source of personal data

If you book our service via the homepage of the festival operator, the booking requires that you accept our general terms and conditions, the rental agreement and this privacy policy. The festival operator will then transmit your personal data to us via an encrypted line.

Purposes and legal basis of processing

Your personal data is collected

- to be able to identify you as our customer
- to provide you with an offer according to your request,
- in order to be able to advise you appropriately within the scope of the order;
- for correspondence with you;
- for invoicing purposes;
- to process any warranty and liability claims;

The legal basis for the processing of your data is:

The data processing is carried out in response to your booking request and is in accordance with Art. 6 para. 1 p. 1 lit. b

DSGVO for the aforementioned purposes for the appropriate processing of the offer/order and for the mutual fulfillment of obligations arising from the order. Failure to provide this data may result in the contract not being concluded.

Categories of personal data processed

Only those personal data are collected that are provided by you in the context of your booking request. In this context, the provision of your e-mail address and your last name constitute required information, without which it is unfortunately not possible to process your request to us.

Storage period

The personal data collected by us for the processing and execution of the order will be stored until the end of the festival and then deleted, unless we are obliged to store it for a longer period of time in accordance with Article 6 (1) sentence 1 lit. c DSGVO due to tax and commercial law retention and documentation obligations (from HGB, StGB or AO) or you have consented to storage beyond this in accordance with Article 6 (1) sentence 1 lit. a DSG-VO.

Intention to transfer to a third country or an international organization

It is not intended to transfer your personal data to a recipient in a third country or an international organization..

Automated decision making or profiling

We do not use automated decision-making or profiling.

Data subject rights

You will be informed about your rights to information, correction, deletion or restriction of processing as well as your right to object elsewhere in our data protection declaration.

Right of appeal

Article 77 (1) DSGVO grants you the right to lodge a complaint with a data protection supervisory authority if you are of the opinion that the processing of personal data concerning you violates the DSGVO. In the case of data protection complaints, you can contact the competent supervisory authority. This is, for example, in Bavaria:

Bavarian State Office for Data Protection Supervision

Promenade 18, 91522 Ansbach, Germany

Tel: 0981 180093-0

Fax: 0981 180093-800

E-mail: poststelle@lda.bayern.de

www.lda.bayern.de