



HAMBURG

TERMS & CONDITIONS

GROUP RESERVATIONS, CORPORATE PARTIES & EXCLUSIVE BOOKINGS

Last updated: April, 26 2024.

All prices are in EURO.

- The price calculation is based on the number of event participants communicated by the client.
- If there is a period of more than four months between the conclusion of the contract and the event and if the prices generally charged by Hard Rock Cafe Hamburg for such service change due to the increase of price-determining factors, such as in particular wages and ancillary wage costs, material, ingredients, transport, taxes and rent, each contracting party is entitled to demand an adequate adjustment of the prices. If the price adjustment exceeds 10 % of the originally agreed remuneration, the other party is entitled to withdraw from the contract.
- The event is considered firmly booked as soon as a signed copy of the offer is received. Until the receipt of the signature, Hard Rock Cafe Hamburg considers this reservation only as an option, without guarantee of realization on this day at this time. After one week the option expires automatically.
- Up to 4 weeks before the start of the event, the event can be cancelled free of charge. Cancellations 3-4 weeks prior to the start of the event will incur a cancellation fee of 20%, 2-3 weeks prior to the start of the event will incur a cancellation fee of 50%. Cancellation less than 14 days before the event will incur 100% cancellation fee.
- A postponement of the event is possible up to a maximum of 4 weeks before the event, only once and subject to date availability. In the event of a postponement after a written order, a processing fee of €190.00 plus VAT will be charged. This will be invoiced prior the event.
- A postponement of booked third-party services (photo box, DJ, karaoke, etc.) is also only possible up to a maximum of 4 weeks before the event, only once and subject to appointment availability.
- Booked third-party services cannot be cancelled free of charge. 100% of the costs will always be incurred.
- The number of persons can be adjusted by up to 10% free of charge up to 14 days before the event. In case of a reduction of more than 10%, the general cancellation conditions apply. The change of the number of persons requires the agreement of Hard Rock Cafe Hamburg.
- The invoice will be issued approx. 14 days before the start of the event based on the number of persons stated at the conclusion of the contract. All changes require the written consent of Hard Rock Cafe Hamburg. The use of the premises after the official end of the event does not exist or requires prior notification by the client.
- Unless otherwise agreed, 100% of the payment is due up to 7 days before the event and must be made by bank transfer.
- If the payment is not made in time up to 7 days before the event, Hard Rock Cafe Hamburg reserves the right to cancel the contract and to charge 100% cancellation costs.
- Additional expenses on the evening of the event are to be paid on site, unless otherwise agreed.

- **Disclaimer:** Hard Rock Cafe Hamburg reserves the right to check all additional persons and installations by third parties involved in the execution of the event, or to prohibit them from participating in the event or operating an installation. The Client shall be liable for all damages, of whatever nature, resulting from the participation of guests and third parties commissioned by the event organizer, as well as the construction, dismantling or operation of installations by third parties commissioned by the Client. The client declares that Hard Rock Cafe Hamburg is not liable for damages caused by intentional, grossly negligent, careless or other misconduct of the client, his guests or third parties commissioned by him.

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

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(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site. (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.

(iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.

(v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. We will investigate notices of copyright infringement and take appropriate actions under the DMCA.

CONDITIONS OF PARTICIPATION FOR RAFFLES

Conditions of participation:

1. the duration of each raffle is noted in the raffle post.
2. 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.
3. 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.
4. persons from Germany are eligible to participate, as the shipment of the prizes only takes place within Germany.
5. 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.

7. 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.

8. the competition is not sponsored or supported by Facebook or Instagram.