# General Terms and Conditions

### §1 Validity against consumers and definition of terms

(1) The following General Terms and Conditions are valid for all deliveries between Kinky Guide and a consumer / customer at the very moment of the ordering in a legal version.

(2) Consumer in the legal sense of this terms and conditions is every natural person, who concludes a legal transaction, only for a single purpose, which neither can be assigned to a commercial activity, nor to a self-employed activity.

(3) The German version of the contract and the general terms and conditions are relevant. The English version of the website is to be considered as customer service and is no guaranty for a correct translation. We are not liable for any translated errors.

### §2 Conclusion of a contract, Storage of the wording of the contract

(1) The following rules about the conclusion of the contract are valid for orders via the deinetickets.de system

(2) In case of a conclusion of a contract, the contract comes about with:

Kinky Guide
represented by: Nico Martens
Winterhuder Weg 29, 7. Stock
22085 Hamburg
Germany
info@kinkyguide.de
UST id: DE428911360

(3) The presentation of the goods in this internet shop, does not describe a legal binding Contract offer, but is a not binding invitation to order goods addressed to the consumer/customer. With ordering of the desired items, the consumer/customer concludes a binding quote to finish a sales contract. The acceptance of the quote is carried out in writing or by delivery of the items within two weeks. After an unsuccessful development of the time limit, the offer is to be classified as declined

(4) On receipt of the order, the following rules are binding: The consumer/customer submits a binding contract offer, by passing through the provided ordering procedure in the internet shop successfully.

The ordering is carried out with the following steps:

1) Selection of the desired product by selection of quantity. The system is updating the lump sum price automatically. Go on with a click on "next step"

2) Submission of the delivery address, email address and telephone number. Now the order can be cancelled by pushing the button "cancel order". Go on with a click on "next element"

3) Selection of the dispatch options, payment methods and the optional ticket insurance, as well as further optional ticket shop specific options like gift wraps. Now the order can be cancelled by pushing the button "cancel order". Go on with a click on "next element"

4) Examination of the information at the shopping cart and the entered address and payment data, accepting of data privacy statement and the general terms and conditions. Now the order can be invalidated by pushing the button "cancel order"

5) Confirming the content of the shopping cart and all inputs by clicking the button "buying"

Before the binding sending of the order, the consumer/customer is able to go back to the internet page where all information about the customer is saved by clicking the back button after checking the input, and is also able to correct input data errors respectively to abort the ordering process by closing the internet browser or by clicking the button "abort order". The receipt of the order is confirmed by an automatically generated mail. The acceptance of the offer is done in writing or by delivery of the ordered items.

(5) Storage of the wording of the contract when ordering via our internet shop: We are sending the ordering data and our general terms and conditions via email to you. You can also look up our general terms and conditions buy clicking the button https://www.deinetickets.de/shop/kinky/en/agb/ . Your ordering data is now no longer accessible via internet, because of safety reasons.

### §3 Prices/costs, forwarding expenses, payment, due-date

(1) The denoted prices include the general sales tax and other price components. Possible forwarding expenses may be added.

(2) The customer is able to choose between payments in advance, cash on delivery, invoice and PayPal (plus the connected debit note & credit card option via PayPal.

(3) If the customer has chosen payment in advance, he obliges to pay the purchasing price directly after the conclusion of the contract.

(4) If the customer falls behind with the payment for longer than 14 days after ordering, or the transaction is aborted after fall due of the cancellation deadline, the (organizer/operator) is able to sue the customer for acceptance, to insist on damage compensation because of nonpayment or to resign from the contract. In case of damage compensation because of nonpayment the seller is able to claim compensation of 15 % of the sale price without verification. The damage compensation is to be charged higher or lower, depending if the seller verifies a higher disadvantage or the buyer verifies a lower disadvantage.

**§4 Delivery**

(1) All articles are on stock and will be delivered within 2 weeks, if not quoted in the product description.

(2) If the customer has chosen the payment in advance, we will not deliver the ordered items before receipt of payment.

**§5 Reservation of title**

Kinky Guide is reserving his rights on the ownership of the goods until the payment is completely fulfilled.

**§6 Complaints procedure**

According to the directive 2013/11/EU as well as the regulation No 524/2013 on online dispute resolution for consumer disputes and amending Regulation (ADR/ODR), online-sellers are obligated to set up a link to the online regulation system until 09.01.2016.

The online regulation system is available at :

http://ec.europa.eu/consumers/odr/

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**§7 Right of withdrawal**

Beginning of the instruction of cancellation/withdrawal

**Right of withdrawal**

The customer is able to withdraw the declaration of the contract within 14 days, without specification of reasons (e.g. via email, letter or fax), or - if the item is left over to you before the expiring date - by sending back the ordered item. The expiring date begins after receiving this instruction in writing, but not before receipt of the goods by the receiver (with a recurring delivery of similar items not before receipt of the first part of the delivery) and not before fulfillment of our information requirements corresponding to article 246 § 2 in union with § 1 paragraph 1 and 2 EGBGB as well as our duties according to § 312g paragraph 1 sentence 1 BGB in union with article 246 § 3 EGBGB.

To protect the duty of withdrawal it is adequate to send back the withdrawal or the items delivered in time. The withdrawal is to be sent to: Kinky Guide, represented by: Nico Martens, Winterhuder Weg 29, 7. Stock, 22085 Hamburg, info@kinkyguide.de

**WARNING:**

Services which belong to the field of recreational activity are excluded from the right of withdrawal. For this reason, there exists no distance selling contract according to § 312b BGB. That means, that the ordering of tickets is binding and that payment and approval are obligatory in any case.

A right of withdrawal does not exist.

Consequences of withdrawal

In case of an effective withdrawal, the received benefits of both parties have to be rewarded back, and where necessary,

drawn profits (i.e. interests), have to be brought out. In case of a debasement of items and for uses (i.e. advantages in use) which cannot be brought out, can be brought out only partial or can be brought out in a downgraded condition, the customer has to grant us a compensation for lost value. In case of debasement of items, the customer only has to be held responsible for the compensation of lost value, if the debasement is caused by handling with the item, which means more than checking the functions and attributes of the item. By checking the functions and attributes it shall be understood to behave like it is usual and possible inside a shop. Liabilities to refunds of payments have to be accomplished within 30 days. The expiring date begins for the customer with the dispatch of the items or the desire of withdrawal, for the operator with the receipt.

End of the instruction of withdrawal

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**§8 Language of contract**

The binding language of the contract is German only.

**§9 Data protection**

All data stored or transferred data as well as the network and services are protected in compliance with german and european privacy laws. Please note the comments on data protection.


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