

# GENERAL TERMS AND CONDITIONS FOR PURCHASE OF CAMPING KEY EUROPE

These general terms and conditions (the “**General Terms and Conditions**”) apply to the purchase of a Camping Key Europe card at [www.adac-shop.de](http://www.adac-shop.de) (the “**Website**”) or at an ADAC agencies (“ADAC Geschäftsstellen”). These general terms and conditions also apply when registering the card. Before placing an order via the Website or at an ADAC agency and paying for the card to the specified account, you have to accept the version of these General Terms and Conditions in force at any time for Camping Key Europe. The terms “we”, “us” and “our” used below refer to ADAC Touring GmbH.

## **Who is responsible?**

Camping Key Europe is a loyalty card for European campsite guests and is owned by Camping Key Alliance, which is an alliance of European consumer groups. ADAC Touring GmbH, Ust.ID 143/300/01012, Hansastr. 19, 80686 München, Deutschland, cke@adac.de, is responsible for the sales of Camping Key Europe in Germany.

## **Age limit for Camping Key Europe**

To buy a Camping Key Europe you must be aged 18 years or over.

## **When is my purchase binding?**

The purchase of a Camping Key Europe via the Website becomes binding when you accept these General Terms and Conditions and pay for the card to the specified account. Confirmation of your completed purchase and payment will be sent via email to the email address you have specified. When purchasing a Camping Key Europe, the purchase becomes binding when you have completed the order form and accepted these General Terms and Conditions.

## **Payment methods**

Payment via reference to ADAC membership and made by direct debit.

## **Insurance**

If you have a Camping Key Europe, it includes special insurance for accidents at the campsite. [Read more here »](#). You are responsible for any other insurance cover you require during your stay. [Pre-purchase information regarding the insurance »](#)

## **Use of Camping Key Europe at our affiliated campsites**

Our members use Camping Key Europe. This means that guests may be required to have a Camping Key Europe to be able to check in at campsites and to be provided discounts from

our members. Some cottage facilities do not use the Camping Key Europe. If you do not have a valid card, one can be issued for you before check-in. For the card to be valid for use it must have been activated/valid in our customer care system. The validity is determined by the month/year on the plastic card or the date in the app My Camping Key. Lost cards cannot be replaced and will be blocked against further use. However, you will always be able to use your Camping Key Europe in the app My Camping Key even if you have lost your plastic card.

### **Responsibility**

Our and Camping Key Alliance's partners and members are responsible for the products, services, discounts and offers to you as the holder of a Camping Key Europe. To exercise your legal right of withdrawal, receive help with faulty products or services, or if you have any other questions in connection with offered or supplied products or services, you should contact the party offering or supplying the product or service.

We accept no responsibility for incorrectly stated prices, discounts or other information related to offers by partners or members of us or Camping Key Alliance at the Website, the website [www.campingkeyeurope.com](http://www.campingkeyeurope.com) or in the app My Camping Key.

The Website, the app My Camping Key and the website [www.campingkeyeurope.com](http://www.campingkeyeurope.com) may contain links to other websites that are not under our control. We cannot be held responsible for privacy protection or the content on these websites. We only provide the links to make it easier for you to find more information about specific offers and discounts.

### **Right of withdrawal**

If you purchase Camping Key Europe at a distance, you have the right to cancel your purchase of the Camping Key Europe by submitting or sending a message to us to this effect within fourteen (14) days of entering the purchase agreement (withdrawal period). Your right of withdrawal ends if you, after the start of the withdrawal period, use or register the card. If the right of withdrawal is exercised, the right to use Camping Key Europe is terminated. The right of withdrawal with regard to offers and discounts that you receive by using Camping Key Europe must be claimed directly against the party from which you have purchased the product or service.

### **Handling of personal data**

We are responsible for handling personal data provided by you in connection with the purchase of Camping Key Europe from the Website, the app My Camping Key or from one of our members. For the avoidance of misunderstanding, Camping Key Alliance will also have access to your personal data but it will not use the information for any other purpose than administration and operating Camping Key Europe and the app My Camping Key.

We will collect and process the personal data submitted by you to us in connection with your order and registration of Camping Key Europe, such personal data may consist of first and last name, personal identity number, address, telephone number, email address, payment data and information regarding your check-in and check-outs. We will only process data regarding check-in and check outs if you use the app My Camping Key or if our affiliated campsites use your Camping Key Europe for check-in and check-outs.

If we do not receive the above mentioned personal data directly from you, we will receive your personal data from our members and partners or from official registers or other sources.

We may receive e-mails and other correspondence containing personal data about third parties and therefore process such personal data. If required, we will inform you as a third party of the processing separately.

#### Administrating and operating

We will process all of the above mentioned personal data for the purpose of administrating your user information for the Camping Key Europe and the app My Camping Key and operating the service we provide to you as a holder of Camping Key Europe. The legal basis for our processing of the mentioned personal data for this purpose, is to meet our and Camping Key Alliance's obligations to you as a holder of Camping Key Europe.

#### Marketing

We will process all of the above mentioned personal data for marketing purposes by, among other, electronic communications services. The legal basis for our processing of the mentioned personal data for this purpose, is to meet our and Camping Key Alliance's obligations to you as a holder of Camping Key Europe, such as inform users about new functions and updates of the Camping Key Europe and the app My Camping Key, provide you with useful and requested information and supply you with products and services and offers from us and our partners or members.

#### Accounting

We will process your name and payment data for accounting purposes. The legal basis for this processing, of the mentioned personal data is that the processing is necessary for compliance with a legal obligation to which we are subject to.

### Processing by third parties and transfer of personal data

To the extent that the fulfilment of our undertakings to you or the fulfilment of services or offers under Camping Key Europe are dependent on our partners, members and insurance carrier, such third parties, will also process your personal data. Your personal data will not be disclosed to companies outside the European Union or the European Economic Area.

The data may be given to debt collection agencies and authority/court for debt recovery and determining and fulfilling your contractual obligations.

### Time for processing/storage

Your personal data will be stored for 12 months after the calendar year that you purchased the Camping Key Europe or for such longer period that you have communicated to us in the app My Camping Key. If you have not informed us that you want your personal data to be stored for a longer period we will delete your personal data after the above mentioned period without any further notice.

Your personal data may be stored by us for a longer period than what is stated above if it is necessary to comply with any legal requirements or orders from official authorities. We may store your personal data for the handling of complaints for 3 years and store your personal data for accounting purposes for 7 years.

### Your legal rights

You have the right, free of charge, to request to see the data that have been recorded against you, from where they have been obtained, and to get information on any recipients to which the data have been disclosed. You have the right at any time to request correction of any changed or incorrect data. You may also notify us that you object to your personal data being used for marketing.

If your request is unfounded or your request is excessive, e.g. should you, frequently and within short intervals, ask to receive information about what personal data we store about you or that we shall provide a copy or remove the personal data in question, we have the right to refuse to act on your request, or to charge a reasonable fee which covers the administrative costs of the action requested by you.

You can send your request to the e-mail address listed above. You may also contact us if you are unhappy with the way we are processing your personal data. You also have the right to file a complaint with the supervisory authority regarding our processing of your personal data or handling of any inquires related to it. You will find the supervisory authority for your country at the website [http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index\\_en.htm](http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm).

If you have any questions, please contact us at our above mentioned contact details.

### **Availability**

Our aim is that you should always be able to see offers and discounts via the Website and [www.campingkeyeurope.com](http://www.campingkeyeurope.com) or via the app My Camping Key. Despite high availability, the websites and app may be unavailable due to, for example, maintenance, security updates, and network or hardware problems. We can therefore not guarantee that the websites and app or individual functions of these services are always available to you.

### **Force majeure**

In the event that Camping Key Europe cannot be used for reasons outside our control that we cannot reasonably have been expected to have foreseen when the purchasing agreement was entered into and the consequences of which we could not reasonably have avoided or overcome, we are free from liability for damages or other penalties. The same applies if the fault is due to a party that we have appointed further down the chain. We make reservations for changes in the law and/or prices that are outside of our control.

### **What happens if we and you do not agree?**

In the first instance, you should take any complaints to our customs service by using our above mentioned contact details. If you cannot come to a solution with our support team that you are pleased with, you can turn to your local Board for Consumer Disputes (Verbraucherzentrale Bundesverband, Markgrafenstraße 66, 10969 Berlin, Tel: 030 25 80 00, e-mail: [info@vzbv.de](mailto:info@vzbv.de)) or to the European Commission's online dispute resolution platform: <http://ec.europa.eu/odr>. We do not undertake to participate in alternative dispute resolution procedures, but will take a final position on this matter when applicable.

These General Terms and Condition are governed by German law, without regard to its conflict of law provisions.