

RHEINGOLF CARD

General Terms and Conditions (GTC) of the Agency Michael Jacoby, Pulheim, to the Rheingolf Card.

1. The Rheingolf Card is a product of the Michael Jacoby agency. The business relationship between the Michael Jacoby agency and the Rheingolf Card member shall be based on these General Terms and Conditions (GT&C), as amended from time to time. By buying the Rheingolf Card, the Rheingolf Card member accepts these terms and conditions.
2. The Rheingolf Card is person-related and non-transferable. The plastic card that is given with the Rheingolf Card-Member stays property of the Michael Jacoby agency. The Rheingolf Card-Member has to inform the agency immediately in case of loss of the card, change of name, address or bank details.
3. The Rheingolf Card is sold to persons aged 18 or over. The Michael Jacoby agency keeps the right to refuse the membership of people or order forms for important reasons. Additionally, the Michael Jacoby agency may terminate a membership without giving reasons.
4. By hand over or of the signed order form or the order online via the website of the Michael Jacoby agency and payment of the token fee the membership has been acquired. The membership is valid for the legal year written on the card itself. It renews for another year in case the membership has not been canceled before November 15th of the legal year.
5. The member of the Rheingolf Card pays for its membership a token fee of currently € 79,- per year plus sending charge of € 5,95 within Germany, € 6,95 within the EU and € 9,9 worldwide independently of the number of ordered cards. The Michael Jacoby agency may change the token fee for a time limited sales promotion. For this Rheingolf Card there will be token fee of € 79,- plus sending charge of € 5,95 within Germany, € 6,95 within the EU and € 9,95 worldwide for the upcoming one. Upon purchase or upon payment of the fee in the online shop, the user shall receive the Rheingolf Card and the service chequebook. The Michael Jacoby agency keeps the right to change the contract details including the price and advantages. These are seen as agreed if not disagreed in writing within four weeks after notification. If one disagrees within the timelimit, the raised token fee will not become valid for the membership for the rest of the year.
6. The Rheingolf Card and the service chequebook may be reclaimed for good cause. This is the case especially when the member does not pay the yearly token fee.
7. The buyer of the Rheingolf Card shall be granted the possibility of registering as the user of the card on the Michael Jacoby agency's website free of charge. Upon registration, the user shall receive additional services (magazine, supplementary services etc. during the term of the Rheingolf Card). For the duration of the user's registration, the Michael Jacoby agency shall be entitled, subject to compliance with the applicable statutory provisions on data protection, to electronically store the personal data provided by the user when registering. In so far as the Rheingolf Card user gives his consent at the time his data are recorded and does not revoke this consent, the Michael Jacoby agency shall be entitled to use the received data for advertising, for market research, for its own purposes and/or for tailoring future offers to requirements. The data may be passed on to co-operation partners of the Rheingolf Card who render services for Rheingolf Card users. Of course personal account details will not be given to third parties. The Rheingolf Card user shall declare his consent to this use of his data separately when registering and may withdraw this consent at any time, which shall require notification to the Michael Jacoby agency in writing or to its email address stated (clubcard@rheingolf.de). The foregoing shall not affect uses of the stored data which are, according to the respective applicable statutory provisions, permissible without consent.
8. The right to use the Rheingolf Card shall begin on the date of purchase. The token fee shall be paid in full at the time of purchase, as most of the services ensuing from the service chequebook can be availed of at any time during the contract period. By paying the token fee, the user acquires the right to avail himself of the services ensuing from the services chequebook for the respective term stated. The membership renews for another legal year if it has not been canceled till November 15th of the current legal year. The cancellation has to be done in writing per mail to Michael Jacoby agency, Dieselstr. 5, 50259 Pulheim / Germany or via e-mail to clubcard@rheingolf.de.
9. In the event of the Rheingolf Card being lost, there is no issuance of a new card. The same applies for the voucherbook being lost. In that case a token fee of € 10,- will be charged.
10. If the membership has not been canceled till November 15th of the legal year the membership for the upcoming year will be renewed and the new Rheingolf Card will be sent per mail. The payment of the token fee will be done via direct debit, per invoice or in cash to the Michael Jacoby agency. With the authorization of the direct debit the token fee will be charged to the account till the member has canceled its membership. In case of return debit notes a fee of € 8,- will be forwarded to the member who is responsible for giving the correct account information.
11. The Rheingolf Card and the service cheques from the services chequebook associated with the Rheingolf Card can be used at the respective Rheingolf Card partners. The offers and services of the Rheingolf Card partners shall only be valid as stated on the service cheques. The offers and services of the Rheingolf Card shall be rendered exclusively by partner companies and shall not lie within the sphere of influence of the Michael Jacoby agency. A direct contractual relationship between the Rheingolf Card user and the partner company shall ensue upon use of the offer. The General Terms and Conditions of the respective partner company shall apply, where applicable. The Michael Jacoby agency shall not be liable for proper and defect-free performance of the service by the partner company. Nor shall the Michael Jacoby agency assume any liability for any losses arising in connection with the use of offers or services ensuing from the Rheingolf Card or the service chequebook associated therewith, except where such losses have been caused immediately and directly by the Michael Jacoby agency.
12. The function of the Michael Jacoby agency shall be limited to negotiating on behalf of the Rheingolf Card users more favourable terms, free services, discounts and other concessions with the partner companies. Recourse to legal action shall be excluded in the case of lotteries drawn by the Michael Jacoby agency for the Rheingolf Card users.
13. The laws of the Federal Republic of Germany apply exclusively. If one or more clauses in these Terms and Conditions are wholly or partly ineffective, this shall not affect the validity of the other stipulations.

Pulheim, May 2011