

# TERMS AND CONDITIONS OF USE

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These terms and conditions apply to your creation and use of an account ("**Profile**") at Camping Key Alliance's website (the "**Website**").

Please read these terms and conditions carefully before you create your Profile. These constitute the entire agreement between you and Camping Key Alliance with respect to the creation and use of the Profile (the "**Agreement**").

By clicking on the "accept" button you confirm that you have read, understood and consent to be bound by these terms and conditions in their entirety.

## 1 THE SERVICE

1.1 Camping Key Alliance is an alliance of companies, which strives to make camping in Europe easier. The alliance was formed in January 1, 2012, with head offices in Göteborg, Sweden. The goal is to increase the benefits for campers and campsite owners by using the Camping Key Europe card. The card serves as an identity, discount and benefit card that also gives access to campsites throughout Europe.

1.2 Through the Website, Camping Key Alliance gives companies the possibility to advertise their offers via their Profile, thereby accessing Camping Key Europe card owners.

1.3 Camping Key Alliance strives to reach as many people as possible through its promotion of the Website and the Camping Key Europe card. By creating a Profile, you give Camping Key Alliance, its affiliates and partners the right to use the information that you directly or indirectly provide through your use of the Profile for marketing purposes, according to below clause 5.7.

1.4 The services which Camping Key Alliance provides are always evolving and Camping Key Alliance is constantly trying to innovate and improve the Webpage, which means that Camping Key Alliance may add, change and delete functions on the Website during the term of this Agreement without prior notice to you.

1.5 For the avoidance of doubt, nothing in this Agreement shall create or be deemed to create a partnership or relationship of principal and agent or employer and employee between you and Camping Key Alliance.

## 2 DISCOUNTS

2.1 In order to be able to advertise your offers you undertake to follow the provisions set out in this section 2.

2.2 The provisions listed below apply to 3 categories: high season, low season and rental accommodation.

2.3 Only those provisions relating to the category in which you give a discount, apply to you.

2.4 For example, if you give a discount in the low season only, the provisions for discounts in the high season and for rental accommodation do not apply in your case.

### ***Camping Key Europe peak-season terms and conditions***

2.5 The Camping Key Europe card is valid from the first night.

2.6 Campers shall enjoy the advantages/benefits and discounts during the peak season (July and August).

2.7 The Camping Key Europe discount shall be granted on the rate per person and pitch and amount to at least 5%.

2.8 The Camping Key Europe discount shall apply to at least one third of the tourist pitches.

2.9 If you accept reservations, this shall also apply to Camping Key Europe holders.

### ***Camping Key Europe off-season terms and conditions***

2.10 The Camping Key Europe card is valid from the first night.

2.11 The Camping Key Europe rate shall be the all-inclusive rate per night for two persons including VAT, pitch, power (5kWh), shower, 1 dog and compulsory additional charges. The visitor's tax is not included.

2.12 The Camping Key Europe card is valid at least 50 days a year divided in no more than four periods of validity.

2.13 The Camping Key Europe discount shall apply to at least one third of the tourist pitches.

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2.14 If you accept reservations, this shall also apply to Camping Key Europe holders.

2.15 Camping Key Europe rates must be lower than your regular rates during the same period.

2.16 Should you grant discounts under any other programme, the Camping Key Europe rate must be your lowest rate.

2.17 Offers must be valid during the Camping Key Europe periods of validity.

2.18 For publication of an offer, you must communicate your Camping Key Europe rates.

### ***Camping Key Europe terms and conditions for rental accommodation***

2.19 The Camping Key Europe discount shall only apply to rental accommodation rented out by the holiday site directly. It shall not apply to rental accommodation exclusively rented out by tour operators.

2.20 The Camping Key Europe discount for rental accommodation shall be at least 5%.

2.21 The Camping Key Europe discount shall apply to at least one fourth of the rental units rented out by the holiday site.

2.22 The Camping Key Europe discount shall exclusively be granted on the rental price of the rental unit including the price per person. Additional fees/services (e.g. booking fee, parking fee, linen, TV, cleaning or visitor's tax) may be charged at the usual rate.

2.23 The discount shall be valid at least 50 days a year divided in no more than four periods of validity.

2.24 Independent of the duration of the stay, the discount shall be granted from the first night. If customers must comply with a minimum stay requirement, this shall also apply to Camping Key Europe holders.

2.25 You are free to participate in other discount programmes. However, if you do, the rates offered under such programmes must not be lower than their Camping Key Europe rate.

### ***General terms and conditions***

2.26 You shall have no enforceable claim to the publication of your information and discount.

2.27 Your offers may also be published by the Camping Key Europe cooperation partners (the title of the offer may be changed if need be).

2.28 The Camping Key Europe is a campers' ID card. At many European campsites, campers can present it at the reception instead of or with their regular ID card or passport. First, however, they must enter their ID card number on the back of the Camping Key Europe. The regular ID card must be valid for the entire validity of the Camping Key Europe.

2.29 The Camping Key Europe shall be valid only with the camper's signature in the appropriate field on the back of the card. It is non-transferable and will be valid throughout the calendar year indicated on the front of the card.

2.30 Campers must show their card upon arrival at the participating campsite to enjoy any discounts/benefits the campsite may offer to Camping Key Europe holders. At many other campsites, it can be used for a quick check-in.

2.31 The Camping Key Europe insurance package covers the card holder, his/her spouse/partner, family and up to three accompanying underage friends of the card holder's children/grandchildren.

## **3 CREATING A PROFILE**

3.1 In order to be able to advertise your offers and otherwise make use of the Website, you must create a Profile for your company and fill in information such as your company's name, address, email address, telephone number and areas of expertise. Aside from the company name and basic company information, you may at any time change the information in your Profile.

3.2 By creating a Profile, you certify that you are an authorised representative of your company and that the information you provide about your company is true and correct. The Profile is individual and each company can only create one Profile. It is not allowed to enter another company's email or contact information in the Profile.

3.3 Upon the creation of a Profile, you must choose a password. The password can only be used by

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authorised persons in your company. You warrant that the credentials that you use to access your Profile are kept safe and that they are not given to a third party or otherwise fall into the wrong hands. Would you forget your password, you can request a new one from Camping Key Alliance. Would you suspect that your password has been misused, you shall contact Camping Key Alliance and block the password and request a new one.

3.4 By creating a Profile, you undertake to submit a valid email address for receipt of messages containing important information concerning your Profile or the Webpage from Camping Key Alliance and its partners.

## 4 RULES FOR USE OF PROFILE

4.1 For the Profile to comply with applicable laws and regulations, you agree only to use the Profile in accordance with this Agreement.

4.2 By creating a Profile, you will be able to post offers, comments and other information on the Website. In principle, all such content that is submitted, posted, displayed or otherwise made available and added to your Profile ("**Uploaded Material**"), is available to everyone who uses the Website and, thus, Uploaded Material on your Profile will be visible to all Camping Key Alliance customers and members who have access to the Webpage.

4.3 You agree and confirm that all Uploaded Material is accurate and characterised by respect both to other users of the Website and for parties who may be mentioned in the Uploaded Material.

4.4 Camping Key Alliance screens the upload of material and comments on the Website in accordance with the Act on Responsibility for Electronic Bulletin Boards (*Sw. Lagen om ansvar för elektroniska anslagstavlor* (SFS 1998:112)). This means that the Camping Key Alliance regularly monitors Uploaded Material and, whenever deemed necessary, deletes Uploaded Material that is considered violating law or constituting a breach of this Agreement. Camping Key Alliance reserves the right to turn off your ability to post Uploaded Material according to below clause 7.3. You may also be held liable against any damages incurred by Camping Key Alliance due to criminal offences committed through your misuse of the Profile according to below section 5.

4.5 Camping Key Alliance will not be responsible, or liable to any third party, for the content or accuracy of your Uploaded Material. Camping Key Alliance has the right to remove Uploaded Material in your Profile or on the Website if, in Camping Key Alliance's opinion, such material does not comply with the terms set out in this Agreement or any policy provided by Camping Key Alliance from time to time. Camping Key Alliance further reserves the right to correct typographical errors, and incorrectly stated information on the Website.

## 5 INTELLECTUAL PROPERTY RIGHTS

5.1 Camping Key Alliance recommends you to only upload and share material which you have produced yourself and own the rights to. Would you upload material that others have produced, you must ensure that you have the necessary rights to use such material or have received explicit permission from the right holder to upload and share the protected materials of the right holder through your Profile.

5.2 You are solely responsible for, and shall ensure that, the Uploaded Material, whether publicly posted or privately transmitted, including but not limited to logotypes, trademarks and images, does not infringe another party's work, trademarks or other intellectual property rights and that the Uploaded Material is not otherwise contrary to current laws, including but not limited to current marketing and data protection regulations. Camping Key Alliance performs no rights clearance in any form.

5.3 If claims are directed against Camping Key Alliance by third parties due to infringing contents on your Profile, you agree and undertake to indemnify and hold Camping Key Alliance harmless against such claims and any damages thereby incurred by Camping Key, according to below clause 6.1.

5.4 You agree that all rights to the Website and all intellectual property rights related thereto, whether made, written, designed or produced by Camping Key Alliance during the term of this Agreement, shall be vested in Camping Key Alliance. For the avoidance of doubt, this includes but is not limited to code and graphical elements on the Website and any Website made available by Camping Key Alliance, including but not limited to videos, animations, sounds, music, text, images, icons and photographs.

5.5 You have no right to, directly or indirectly, use or exploit the material and intellectual property rights

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referred to in the above clause 5.4 during the term of this Agreement or thereafter, unless a written agreement regarding such use has been entered into with Camping Key Alliance.

5.6 Camping Key Alliance acknowledges that any ownership and intellectual property rights to the Uploading Material, whether uploaded by Camping Key Alliance or you, shall remain with the party uploading the material.

5.7 Notwithstanding the above clause 5.6, by submitting, posting or displaying Uploaded Material on your Profile or otherwise on the Website, you grant Camping Key Alliance a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute, Uploaded Material, for commercial purposes. Such additional use in commerce may be made through Camping Key Alliance affiliates or Camping Key Alliance's partners.

## 6 LIMITATION OF LIABILITY

6.1 You undertake to indemnify Camping Key Alliance from and against any liability to third parties arising from a claim that your use of Uploaded Material in your Profile or otherwise on the Website, infringes upon such third party's intellectual property rights.

6.2 Under no circumstances will Camping Key Alliance be responsible for your or any other party's direct, indirect, special, incidental, punitive or consequential damages (including but not limited to damages for loss of business, loss of profits, loss of data, business interruptions or the like) arising out of your use or inability to use the Profile irrespective of reason for the loss or damage.

6.3 The Website has a high availability but may from time to time be unavailable for reasons of maintenance, security updates, network- or hardware problems. Camping Key Alliance strives for immediate correction of errors but cannot guarantee that your Profile and the Website is always available.

## 7 REMOVING OF MATERIAL, DISABLING OF PROFILE AND TERMINATION

7.1 The terms of this Agreement will continue to apply until terminated by either you or Camping Key Alliance.

7.2 You can at all times delete all Uploaded Material through your Profile. Such clearance does not count as a termination of this Agreement. In order to terminate the agreement, you must deactivate your Profile by sending an email with such request to Camping Key Alliance at: [benefits@campingkeyeurope.com](mailto:benefits@campingkeyeurope.com).

7.3 Upon failure to comply with the terms and conditions of this Agreement, Camping Key Alliance reserves the right to immediately disable or delete your Profile or to partially or completely remove the Uploaded Material. In such case, Camping Key Alliance has the right to terminate this Agreement.

## 8 CONSEQUENCES OF TERMINATION

Upon termination of this Agreement, for whatever reason, your rights to use the Profile shall cease.

## 9 AMENDMENT OF TERMS

Camping Key Alliance reserves the right to change the terms and conditions of this Agreement at any time. Substantial changes are announced on the Website and / or by message directly to you via email. These terms and conditions are always available on the Website via your Profile.

## 10 ASSIGNMENT

The Profile is personal and you may not transfer or otherwise assign any of your rights or obligations under this Agreement without Camping Key Alliance's prior written consent. Camping Key Alliance reserves the right to transfer or assign its rights or obligations under this Agreement including all or part of the Website with all the content, users and rights to third parties.

## 11 CONTACT INFORMATION

Notice to the Camping Key Alliance shall be directed to the address below.

- Camping Key Alliance
- Address: Box 5079, 402 22 Göteborg, Sweden
- E-mail: [benefits@campingkeyeurope.com](mailto:benefits@campingkeyeurope.com)

## 12 DISPUTES

This Agreement shall be governed by Swedish law, without regard to its conflict of law provisions. Any dispute, controversy or

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claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall at first instance be settled by the District Court of Gothenburg