

# HOUSE REGULATIONS

## of CARASANA Bäderbetriebe GmbH

CARASANA Bäderbetriebe GmbH is the operating company of the Caracalla Baths, Friedrichsbad, the ArenaVita Premium Fitness and the CaraVitalis Wellness World in Baden-Baden.

### I. General provisions

- These house regulations shall be binding for all customers who stay in the buildings and facilities of CARASANA Bäderbetriebe GmbH, in particular the Caracalla Baths, Friedrichsbad, CaraVitalis and ArenaVita. Every customer shall acknowledge these house regulations upon entering the facilities in addition to all other regulations which serve to maintain operating safety and order.
- The customers shall refrain from partaking in any action which could compromise the preservation of morality, safety, peace and order.
- The facilities shall be treated with care. The customer shall be liable for any damage incurred as a result of mistreatment, deliberate contamination, damage or loss of borrowed items.
- The storage cupboards in the foyer of the Caracalla Baths shall be available exclusively for customer of our facilities referred to in point I.1.
- Lockers / wardrobes shall be left clean and unlocked after use.
- The water basins shall only be used after thorough personal washing.
- The use of soap and other personal hygiene products outside the shower rooms shall not be authorized.
- Barefoot access areas, shower rooms and steam and hot air rooms shall not be entered with outdoor shoes.
- It is prohibited to jump into the bathing pools or to push or throw another person into the pools.
- Loungers in the infrared and relaxation areas shall not be reserved with bathing equipment.
- Glass containers and other glass items shall not be used in the above-mentioned facilities or in external areas (with the exception of the ArenaVita counter and the restaurant in front of the Caracalla Baths turnstile).
- Customers shall not consume their own food and drinks on the premises.
- Smoking is only permitted in the indicated areas.
- The use of mobile telephones is prohibited in all the areas referred to in point I.1.
- Photography and filming are prohibited in all the areas referred to in point I.1.
- Any items found shall be handed in to the employees of CARASANA Bäderbetriebe GmbH. These items shall be dealt with according to the legal provisions.
- The geothermal water of the Caracalla Baths and the Friedrichsbad contain active agents which affect the body. It is medically recommended that adults should not stay in the water for periods of more than 3 x 10 minutes with appropriate breaks.
- Customers shall be informed that the mineral and geothermal water can cause alterations to materials. Therefore, no liability shall be assumed for damage caused in particular to spectacles, watches, jewellery, bathing suits and other items brought into the facility by the customer.

### II. Opening times and access

- The opening times and prices for visits to the facilities and services referred to in point I.1. can be obtained from the CARASANA Bäderbetriebe GmbH publications, in particular the corresponding appendix, the website and flyers. The opening times may be limited without there being authorisation for the issuance of claims against CARASANA Bäderbetriebe GmbH. The temporary unavailability of specific facilities and services shall not justify any reduction or reimbursement of the entry price paid or a proportion of the latter.
- Dispensed chips cannot be redeemed; fees or charges are not refunded. No replacement shall be provided for chips which have been lost by the customer and a standard fee of 5 Euros shall be charged. The customer shall have the right to prove that minimal or no damage was incurred. The handed chips are the property of CARASANA Bäderbetriebe GmbH, therefore be carefully preserved and during the visit of the above facilities constantly carried on the body. The invoice on which the corresponding chip number is mentioned must carefully be preserved, as the knowledge of the chip number is required for an immediate lockout after noting a loss of the chip. The customer shall be bound to repay amounts transferred to the chip for acquisitions of goods or services which were made prior to the reporting of the loss by stating the chip number or presenting the invoice document containing the chip number. If the chip number cannot be provided in order to lock the customer's chip and cannot be determined in any other manner, the customer shall be bound to repay all amounts transferred to the lost chip for the acquisition of goods and services.
- VIP chips for CARASANA Bäderbetriebe GmbH services shall be valid without limitation.
- The VIP chip is a regular customers' card. This chip shall grant holders reduced entry to the Caracalla Baths and the Friedrichsbad (the Roman Irish bath) but not to other CARASANA Bäderbetriebe GmbH services.
- The VIP chip must be charged with a minimum credit of 100 Euros for the first purchase for the discount to be granted according to figure 3.1. Furthermore, a deposit of 5 Euros shall be required for the chip, which means that a minimum of 105 Euros shall be payable including the deposit for the initial acquisition of the VIP chip. The deposit shall be reimbursed upon return of the undamaged chip. The applicable discounted VIP chip prices can be obtained from our prospectus. If the credit on the VIP chip (remaining credit) is lower than the required entry price, the VIP chip must be recharged with a minimum of 100 Euros. Partial amounts of less than 100 Euros cannot be charged to the VIP chip.
- The VIP chip can be used to pay for other CARASANA Bäderbetriebe GmbH services or goods within the Caracalla Baths, the Wellness Lounge and the Friedrichsbad (the Roman Irish bath) at standard prices. The corresponding goods and services shall be deducted from the chip credit.
- The VIP chip holder shall not be authorized to claim payment of the remaining credit. This shall not apply for remaining amounts of less than 5 Euros.
- Credits for CARASANA Bäderbetriebe GmbH services shall be valid without limitation. In the event of price increases following the acquisition of a credit for a CARASANA Bäderbetriebe GmbH service, the difference between the payment to be made for the service in question at the time of acquisition and the payment to be made for the service upon redemption of the credit shall be paid separately. This shall not apply during the first year following the acquisition of the credit. The counter value of the credit at the time of acquisition may be used to acquire any other goods or services from the Caracalla Shop. If the counter value of the credit is lower than the price of the chosen service or goods, the credit value shall be offset against the price of the goods or service. If the counter value of the credit is higher than the price of the chosen service or goods, the remaining counter value of the credit (which must be less than 5 Euros) may be paid at the customer's request.
- The staff of CARASANA Bäderbetriebe GmbH shall apply the house regulations to all customers. Customers who violate the house regulations or the instructions of the staff of CARASANA Bäderbetriebe GmbH may be prohibited from using the baths. Use of the facilities of CARASANA Bäderbetriebe GmbH may be temporarily or permanently prohibited. The entry price shall not be reimbursed in this case.
- Access to the facilities referred to in point I.1. shall be prohibited in principle for:
  - Individuals who are under the influence of intoxicating substances.
  - Individuals who have brought animals onto the premises.
  - Individuals who are suffering from a reportable infectious illness which could spread and be transmitted through water.Customers who suffer from cardiovascular disease and pregnant women should consult their doctor before using the facilities referred to in I.1.
- Individuals for whom a standing depth of approx. 1.30 m is not permitted and individuals who are not able to move around, dress / undress or climb into the pool shall only be permitted to use the Caracalla Baths or the Friedrichsbad in the presence of an accompanying individual. The staff members present at the baths shall decide upon the suitability of the accompanying individual.

### III. Liability

- The customers shall use the facilities referred to in point I.1. at their own risk, notwithstanding the obligations of CARASANA Bäderbetriebe GmbH to keep the facilities as a whole in a safe condition.
- The provision of a locker or a safe deposit box shall not justify any obligation with regard to safekeeping. The customer shall be responsible when using lockers or safe deposit boxes to ensure that they are locked, to check the locks of the facilities concerned, to keep the key / chip in safe place and must wear the chip armband in a visible position on his arm or leg throughout his visit.
- CARASANA Bäderbetriebe GmbH shall only be liable for damage which was caused deliberately or by gross negligence on the part of CARASANA Bäderbetriebe GmbH, its legal representatives or assistants and for damage incurred as a result of the negligent violation of essential contractual obligations (cardinal obligations). In the latter case, liability shall be limited to damage which can typically be predicted upon conclusion of the contract. Liability shall otherwise be excluded. Liability shall not be limited in the event of claims due to loss of life, physical damage or damage to health within the scope of the law on product liability. The above-mentioned liability limitations shall also apply in the event of breach of duty by the legal representative or assistant of CARASANA Bäderbetriebe GmbH.

### IV. Additional provisions governing the use of the Caracalla Baths

- Bathing times are limited and shall begin upon passing the turnstile. Additional payments shall be incurred if bathing times are exceeded.
- Access to the wet area shall only be granted with standard swimwear.
- Children under the age of 7 shall not be granted access to the Caracalla Baths. Children and young people under the age of 14 shall only be granted access to the Caracalla Baths if accompanied by an adult.
- It is recommended that non-slip bathing shoes should be worn.
- Customers may use protective goggles (swimming goggles) at their own risk. The use of flippers, diving goggles, snorkelling equipment and all play equipment such as balls, inflatables, etc. shall not be permitted (with the exception of swimming aids smaller than 30 cm).
- The aromatic steam bath shall be used without bath / hand towels due to the high level of air humidity; customers should use the mats provided.

### V. Additional provisions governing the use of the sauna area

- Children under the age of 7 shall not be granted access to the sauna area. Children and young people under the age of 14 shall only be granted access to the sauna area if accompanied by an adult.
- The sauna environment including external saunas are no-clothing areas and can only be used without clothing.

- A sufficiently large bath towel must be used in the saunas as a mat in order to prevent contamination of the benches and loungers.
- The steam bath must be used without bath towels due to the high level of air humidity. The seating area shall be cleaned before and after use.
- The plunge pools and whirlpool may only be used after thorough showering.
- All saunas must be entered without footwear.
- Printed matter / newspapers shall not be taken into the saunas.
- Because of the particular situation of the no-clothing area, correct behaviour is essential in particular with regard to maintaining a peaceful atmosphere.

### VI. Additional provisions governing the use of the Friedrichsbad

- Children and young people under the age of 14 shall only be granted access to the Friedrichsbad.
- Bathing times are limited and shall begin upon passing the turnstile. Additional payments shall be incurred if bathing times are exceeded.
- The Friedrichsbad is a nude bathing area. The use of clothing is prohibited.
- Bathing shoes must be worn in the hot air rooms.
- Printed matter / newspapers shall not be taken into the Friedrichsbad.
- The use of protective goggles (swimming goggles), flippers, diving goggles, snorkelling equipment and all play equipment such as balls, inflatables, etc. shall not be permitted.
- Because of the particular situation of a nude bathing area, correct behaviour is essential in particular with regard to maintaining a peaceful atmosphere.

### VII. Additional provisions governing the use of the CaraVitalis Wellness World

- Reservations made by a customer or representative shall be binding. Payment shall be due when the reservation is made and at the latest at the time of the first treatment.
- Free cancellation or postponement shall only be authorized up to 1 day before the treatment. In this case, the customer shall be offered an alternative date. Claims for payment refunds shall not be authorized.
- Massages / wellness treatments shall not be offered for children under the age of 12. Physiotherapy treatments shall only be provided for children over the age of 6.
- The operator cannot guarantee the intended effects of a treatment.
- Reference shall be made to III. with regard to liability.

### VIII. Additional provisions governing the use of the ArenaVita Premium Fitness

- The customers of ArenaVita are required to show their membership chip or daily entry pass for ArenaVita at the reception as proof of their authorisation for entry.
- Visitors wishing to find out about the ArenaVita offer must report to reception.
- Children and young people under the age of 18 shall not be granted access without the prior authorisation of a legal representative.
- Training shall only be authorized after prior instruction and / or under the supervision of employees of ArenaVita. The customers shall use the equipment at their own risk. They shall be liable for any damage incurred as a result of the inappropriate use of the equipment. This shall apply in particular if they acted against the instructions of the employees or did not request instructions from ArenaVita employees prior to the start of the training.
- The customer shall be required to wear suitable training clothing and clean sports shoes.
- The gymnastics areas may only be entered with clean sports shoes whose soles do not leave behind any traces on the floor. Furthermore, for reasons of hygiene, mats must be used in the gymnastics areas.
- Used equipment shall be cleaned using the disinfectant and cloths provided. Any residue shall be removed for hygiene reasons.
- Mobile equipment such as dump bells and weights, etc., shall be tidied away after use.

### IX. Additional provisions governing the use of the children's paradise

- CARASANA Bäderbetriebe GmbH offers customers a child care service (between the ages of 18 months and 12 years). This service is provided exclusively for the benefit of individuals accompanying children in one of the facilities referred to in point I.1.
- The accompanying individuals shall not leave the building in which the facilities referred to in point I.1. are located whilst their children and / or children in their care are in the children's paradise. They must be contactable at all times by employees of CARASANA Bäderbetriebe GmbH.
- The child care service shall be provided exclusively in the area provided.
- The children shall be collected immediately from the children's paradise at the end of the accompanying individual's stay in one of the facilities referred to in point I.1.

### X. Additional provisions governing the use of the baths' underground garage

- Upon entry into the baths' underground garage, a rental contract shall be established between CARASANA Bäderbetriebe GmbH and the renter for a parking space for a motor vehicle under the following terms. Supervision and safekeeping shall not form part of this contract. CARASANA Bäderbetriebe GmbH shall not be required to care for or offer any aid with regard to the items presented by the renter.
- The rental price (parking fee) is levied in accordance with the displayed fees price list. The longest parking time is 48 hours. For VIP customers and ArenaVita members, the first three hours of use of the spa underground garage are free - provided they use the CARASANA facilities. All other customers pay 0.50 Euros when using the CARASANA facilities for the 1st and 2nd hour, whereby the parking tickets for this are validated at the sales desk of the Caracalla Spa and the Friedrichsbad. If the spa underground garage is only used for parking, the cost is 3,50 Euros for the 1st and 2nd hour. The parking fee is to be paid before leaving at the extra time payment machine in the Caracalla Spa or at one of the pay machines. If the parking ticket has been lost, a parking fee of 25 Euros per day of use is to be paid, unless the renter can prove a shorter duration of use.
- The opening times for the baths' underground garage can be obtained from the notice boards. A fee of 50 Euros shall be charged on top of the parking fee to customers wishing to leave the garage outside the opening times.
- Vehicles with a height exceeding 1.90 m, gas-powered motor vehicles, motor cycles and vehicles with trailers may not enter the garage.
- The provisions of StVO shall apply in the baths' underground garage. A maximum speed of 10 km/h shall be permitted. Notwithstanding additional police regulations, the following shall not be permitted in the baths' underground garage:
  - Smoking, the use of fire and the refuelling of vehicles.
  - The storage of materials, in particular fuels or flammable items of all kinds.
  - The production of unnecessary exhaust fumes due to excessive acceleration or leaving the engine running unnecessarily.
  - Parking motor vehicles with a permeable tank, engine, carburettor or other type of permeability in the fuel system.
  - Working in or on a parked vehicle, particularly repair work, leaving operating materials behind, cleaning vehicles and causing any contamination in the baths' underground garage and its facilities.
  - Parking unauthorized vehicles.
  - Distributing prospectuses, flyers or other advertising materials and affixing posters of any kind.If violations against d) or f) are discovered, CARASANA Bäderbetriebe GmbH shall be authorized to have the vehicle in question removed at the expense and risk of the owner.
- The renter shall undertake to park his vehicle in the marked parking spaces inside the markings provided so that it is possible at all times enter and leave vehicles in the neighbouring parking spaces without restriction. If the renter fails to comply with this obligation, CARASANA Bäderbetriebe GmbH shall be authorized to move the vehicle to the required position at the expense and risk of the owner and to charge a double parking fee for the use of two parking spaces or, if several parking spaces have been used, the fee applicable for the actual number of spaces used. CARASANA Bäderbetriebe GmbH shall be authorized to move parked vehicles if necessary for operational reasons. Vehicles which are parked for longer than the maximum authorized parking limit may be removed by CARASANA Bäderbetriebe GmbH at the expense and risk of the owner. Moreover, vehicles must not be parked in such a way that the exhaust pipe is directed towards the wall. If the renter fails to comply with this obligation, CARASANA Bäderbetriebe GmbH shall be authorized to charge the responsible party for the costs incurred in repairing any damage caused.
- CARASANA Bäderbetriebe GmbH shall possess a right to retention on the grounds of claims stemming from the rental contract and a legal lien with regard to the renters' parked vehicles. CARASANA Bäderbetriebe GmbH shall be authorized to dispose of or sell parked vehicles without official identification upon expiry of the maximum parking limit. If the identity of the renter is known, the latter shall be notified of this situation at least a week in advance. The proceeds from this disposal shall be provided to the renter minus the costs incurred and the parking fees charged up until the time of disposal. If the identity of the renter is not obtained within a year, the processed shall be granted to CARASANA Bäderbetriebe GmbH.

### XI. Exceptions

- The house regulations shall apply to general operations. Exceptions to these house regulations may be granted in the event of special events without specific revocation being required.
- CARASANA Bäderbetriebe GmbH reserves the right to amend these house regulations at any time.