

## GENERAL TERMS AND CONDITIONS FOR PARKING FACILITIES

### I. Rental Agreement

By accepting the parking ticket or entering the parking facility ("parking garage"), a rental agreement for a parking space is concluded between Bayerische Motoren Werke Aktiengesellschaft, 80788 Munich ("Lessor") and the driver ("Lessee") under the following conditions, which the Lessee acknowledges by use.

Surveillance, monitoring, safekeeping, and the conclusion of insurance coverage are not part of the contract. A prerequisite for the rental agreement is a vehicle insured for liability with an official license plate (§ 23 StVZO) and a valid inspection sticker (e.g., TÜV).

### II. Parking Fees, Rental Period, Opening Hours, Parking Ticket, Contractual Penalty

1. The rental fee is calculated based on the duration of parking (rental period) and the currently valid price list, which is posted on-site.
2. The parking fee must be paid at the payment machine before leaving the parking facility. After payment, the facility must be exited immediately. If the stay exceeds the necessary time to leave, the parking fee will be recalculated and due again from the time of payment.
3. Exit is only permitted during the specified opening hours and after payment of the fee.
4. The parking ticket must be kept carefully. The lessor recognizes only the holder of the parking ticket as the authorized user and may verify the authorization but is not obliged to do so.
5. Parking must be completed by midnight. Overnight parking of the vehicle is not permitted.
6. If the Lessee exceeds the maximum parking duration, the lessor is entitled to have the vehicle removed at the Lessee's expense. Until removal, a fee according to the price list will be charged. Prior to removal, a written request for removal will be sent to the Lessee or registered owner, if identifiable.

### III. Usage Regulations

Only walking speed is allowed. Instructions from supervisory & security personnel must be followed. The Road Traffic Regulations (StVO) apply.

- Especially prohibited are:

1. Driving in or parking with trailers, bicycles, mopeds, motorcycles, inline skates, skateboards, etc.
2. Presence of unauthorized persons without a parked vehicle and valid parking permit
3. Smoking and use of fire
4. Repair or maintenance work on the vehicle
5. Storing/placing objects, waste, operating materials, or flammable materials
6. Staying beyond the parking and pick-up process
7. Parking vehicles with leaking tanks or other operational defects that endanger the parking facility
8. Parking police-unregistered vehicles

9. Parking outside marked parking spaces, e.g., on driveways, on two spaces, in front of emergency exits or disabled parking spaces without authorization

### IV. Liability of the Lessor & Data Protection

1. The lessor is liable without limitation for intent and gross negligence as well as injury to life, body, or health. For slight negligence, liability is limited to foreseeable damage only for essential contractual obligations.
2. Obvious damages to the vehicle must be reported immediately before leaving the facility to the operating personnel; otherwise, no later than within 7 days in writing (visit@bmw-welt.com). Non-obvious damages must be reported within 7 days of discovery. Failure or delay in reporting results in loss of claims, except for damages to life, body, or health.
3. The lessor assumes no duty of care, especially not for theft or damage. The facility is under video surveillance; the responsible entity is BMW AG, 80788 Munich, Datenschutz@bmw.de. The BMW Welt data protection information can be found at: <https://www.bmw-welt.com/en/footer/metanavigation/data-privacy.html>
4. For determining parking duration, automatic license plate recognition is performed at entry and exit. Data is deleted 7 days after parking ends. Legal basis is Art. 6 para. 1 lit. f and b GDPR.

### V. Liability of the Lessee

The Lessee is liable for all damages and contaminations caused by them and bears the costs of their removal.

### VI. Towing

If the vehicle is parked contrary to the regulations outside marked parking spaces, the lessor is entitled to have the vehicle moved or towed at the Lessee's expense.

### VII. Fraudulent Use

Leaving the parking facility without paying the fee is considered fraudulent use (§ 265a StGB) and will be prosecuted criminally. In addition to criminal consequences, an increased fee of €50.00 plus at least €50.00 processing fee and further costs will be charged. Furthermore, a ban from all parking facilities operated by the lessor may be issued.

### VIII. Jurisdiction

If the Lessee is an entrepreneur, Munich is the exclusive place of jurisdiction for all disputes arising from this contract, unless a different jurisdiction is legally prescribed.