

Partner terms

1) Parties and conclusion of the contract

1.1 These partner terms govern the partner programme for accommodation providers between Johannes Lambert - TEAMTACTIVES, Kutzbachstr. 15, 54290 Trier, email: info@teamtactives.com (hereinafter "TEAMTACTIVES") and the operator of a hotel, guest house, hostel or holiday flat (hereinafter "Partner").

1.2 The partner programme is open only to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) with their registered seat in Germany. The Partner signs up in the exercise of its commercial or independent professional activity. The Partner's own terms and conditions do not apply.

1.3 After signing up, the Partner receives an email with a link through which it confirms its email address. The contract is concluded when TEAMTACTIVES then confirms the sign-up by email. There is no entitlement to be admitted to the partner programme.

2) Subject matter

2.1 The Partner recommends the TEAMTACTIVES tours to its guests. For this purpose it receives a personal link and a QR code leading to that link (hereinafter together "partner link").

2.2 The Partner is under no obligation to advertise the tours or to refer bookings. Neither party is bound exclusively to the other: the Partner may also recommend other offers, and TEAMTACTIVES may work with other accommodation providers, including in the same place.

2.3 The Partner is not entitled to act on behalf of TEAMTACTIVES, in particular not to conclude contracts, accept payments or make commitments. Contracts for tours are concluded exclusively between the guest and TEAMTACTIVES.

3) Commission

3.1 For every tour booking attributed to the Partner under section 5, the Partner receives a commission of 15 % of the amount the guest actually paid for that booking, unless otherwise agreed in text form. This includes additional players booked for that booking later.

3.2 The commission includes statutory VAT. If the Partner is a small business under Section 19 of the German VAT Act (UStG), no VAT is shown; the amount of the commission remains the same.

3.3 The commission is based on the amount paid after deduction of discount codes and of vouchers that TEAMTACTIVES itself issued free of charge. An amount the guest pays with a purchased gift voucher counts as paid. Refunds TEAMTACTIVES makes before the commission arises reduce the base.

3.4 No commission arises for

- gift voucher purchases,
- bookings via other platforms (e.g. GetYourGuide, Viator),

- group bookings based on a personal offer from TEAMTACTIVES,
- bookings the Partner or its staff make for themselves.

4) When the commission arises

4.1 The commission arises as soon as the booked game code has been activated or has expired. If a booking comprises several game codes, this applies to each game code separately.

4.2 A later refund, cancellation or chargeback does not reduce a commission that has arisen.

5) Attribution of bookings

5.1 A booking is attributed to the Partner if the guest reached the TEAMTACTIVES website via the partner link and

- books in the same browser session, or
- books within 30 days in the same browser, provided the guest has consented to marketing cookies.

5.2 If the guest used the partner links of several partners, the last one used counts. Other visits to the website, for example through an advertisement, do not change the attribution.

5.3 Attribution works technically through the partner link. If it fails for reasons on the guest's side, no commission arises for that booking. Such reasons are in particular that the guest's browser blocks or deletes cookies, the guest refuses marketing cookies or books on another device. For other attribution errors TEAMTACTIVES is liable under section 12.

6) Settlement by credit note and payment

6.1 The parties agree that TEAMTACTIVES settles the commission by credit note (Gutschrift) within the meaning of Section 14 (2) sentence 5 UStG.

6.2 TEAMTACTIVES issues a credit note monthly, or quarterly if so agreed, for the commissions that arose in the past period and sends it to the Partner in text form. If the open commission, including amounts carried over, is less than 25 euros, it is carried over to the next period.

6.3 The Partner may object to a credit note; it then loses its effect as an invoice. The Partner raises objections to the amount of a credit note in text form within 6 weeks of receiving it. If the Partner raises none, the credit note is deemed approved. Every credit note points out this consequence. Errors the Partner could not detect even on careful examination may still be asserted afterwards.

6.4 The Partner keeps its tax number or VAT identification number and the information whether it is a small business up to date and reports changes without delay in text form. The Partner is responsible for taxing the commission correctly.

6.5 TEAMTACTIVES transfers the commission within 14 days of the date of the credit note to the account the Partner gave when signing up or later in text form.

7) Promotional material and trademarks

7.1 TEAMTACTIVES provides the Partner with flyers, a poster with its QR code and free access for its team. The access is a voucher valid for 6 months from issue.

7.2 The Partner may use the TEAMTACTIVES name and logo only in the form provided and only to recommend the tours. This right ends with the contract.

8) Obligations of the Partner

8.1 The Partner undertakes

- not to make misleading statements about the tours or their prices,
- to label advertising for the tours as such unless its promotional nature is evident from the circumstances, in particular to label the partner link on its own website or in social media as an advertising or partner link,
- to use for advertising only the materials provided by TEAMTACTIVES or its own content to which it holds the necessary rights,
- not to send unsolicited advertising, in particular no advertising emails without the recipients' consent (spam),
- not to run paid search ads on the name "TEAMTACTIVES" or similar terms,
- not to manipulate the attribution of bookings, for example through visits to the partner link that the guest did not initiate.

8.2 If the Partner breaches section 8.1, TEAMTACTIVES may terminate the contract without notice. No commission is due for bookings resulting from the breach; the Partner repays commission already paid for such bookings.

8.3 The Partner indemnifies TEAMTACTIVES against claims of third parties based on a breach of section 8.1 for which the Partner is responsible, including reasonable costs of legal defence.

9) Data protection

9.1 The Partner receives no personal data of guests. Credit notes list for each booking only the booking date, booking reference, base and commission.

9.2 How TEAMTACTIVES processes the Partner's data is described in the TEAMTACTIVES privacy policy, section "Partner programme for accommodation providers".

10) Term and termination

10.1 The contract runs for an indefinite period. Either party may terminate it at any time without notice in text form, for example by email.

10.2 After the end of the contract, bookings via the partner link are no longer attributed. For bookings attributed to the partner up to then, commission still arises afterwards under section 4. TEAMTACTIVES pays it out under section 6, with the final credit note even below 25 euros.

11) Changes to these terms

11.1 TEAMTACTIVES may change these terms for the future. TEAMTACTIVES notifies the Partner of the changes by email at least 4 weeks before they take effect.

11.2 The Partner may object to the changes or terminate the contract until they take effect. If the Partner neither objects nor terminates, the changes apply from the date notified. TEAMTACTIVES expressly points out this consequence in the notification. If the Partner objects, the contract continues on the previous terms; the right of termination under section 10 remains unaffected.

11.3 Changes that alter the amount of the commission, its base, when it arises or its payment to the Partner's disadvantage take effect only with the Partner's express consent in text form.

12) Liability

12.1 TEAMTACTIVES is liable without limitation for intent and gross negligence and for damage resulting from injury to life, body or health.

12.2 Otherwise TEAMTACTIVES is liable only for the breach of essential contractual obligations, i.e. obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose compliance the Partner may regularly rely. In that case liability is limited to the damage that is typical for the contract and foreseeable.

12.3 TEAMTACTIVES does not guarantee that the website and the partner link are available at all times.

13) Final provisions

13.1 The law of the Federal Republic of Germany applies.

13.2 If a provision of these terms is invalid, the remaining provisions remain valid. The invalid provision is replaced by the statutory provision.