

Terms and conditions for participation in hvv Plus

1. Scope of application

These terms and conditions regulate your participation in hvv Plus. This service is offered by hvv Hamburger Verkehrsverbund Gesellschaft mbH, Steindamm 94, 20099 Hamburg (hvv GmbH). hvv Plus offers clients with a valid and active hvv Deutschlandticket attractive extras following their successful registration for hvv Plus. With hvv Plus, you receive access to benefits, discounts or sweepstakes from our partners. You can call down, save or print out the currently valid terms and conditions for participation at any time at <https://www.hvv-deutschlandticket.de/en/terms-and-conditions/>. hvv GmbH does not store the contract text following the conclusion of the contract.

2. Preconditions for participation

Clients with a valid and active hvv Deutschlandticket or a valid and active hvv Deutschlandticket as ProfiTicket including a subsidized hvv Deutschlandticket (with the social discount, school students over 18, BonusTicket for apprentices/trainees over 18) and a SemesterTicket upgrade to the hvv Deutschlandticket can register for hvv Plus and take part in the service.

You must be 18 years old, a consumer as defined by § 13 German Civil Code (BGB) to register with our service. Participation is only permissible for private use. Participation for commercial purposes as a businessperson as defined by § 14 BGB is excluded, as is also participation via automated collective participation services.

3. Registration, client account and conclusion of a contract

Registration and login for hvv Plus is via an existing or new hvv switch account, which can be set up free of charge.

Registration is done by entering your personal data (a valid and permanent email address, title, first name, surname, date of birth) and – depending on the type of client contract - client information/ID to check and verify the validity of the hvv Deutschlandticket held at the time of registration and the use of the benefits. The terms and conditions for participation must be agreed to at the time of registration.

Optionally, you can give your consent to regularly receiving the hvv Plus email Newsletter (detailing benefits, discounts, sweepstakes from our partners). A double opt-in confirmation is needed for this. Participation in hvv Plus is not linked to the consent to receiving advertising material. Participation is free of charge.

By beginning and completing the registration process, you submit an application for participation in hvv Plus. During the registration process it is checked whether you fulfil the preconditions. After you have successfully completed the registration process, your registration in hvv Plus will be confirmed (confirmation page). This represents at the same time the acceptance by us of your offer (“conclusion of the contract”). From then on you are eligible to use hvv Plus.

4. Right of withdrawal

4.1 Right of withdrawal

You have the right to withdraw from the contract within 14 days without needing to give reasons. The withdrawal period is 14 days from the date the contract was concluded.

You can use the contact form <https://www.hvv-deutschlandticket.de/en/contact/> to exercise your right of withdrawal or alternatively, you need to send us an unambiguous declaration of your intention (e.g., a letter sent by post, a telefax or an email) to withdraw from the contract to

hvv Hamburger Verkehrsverbund Gesellschaft mbH,
Steindamm 94,
20099 Hamburg
Telefon: 040/19 449
E-Mail: info@hvv-deutschlandticket.de

You can use the attached specimen withdrawal form for this, this is not however mandatory. It is sufficient to keep to the deadline that you have sent us the notice declaring your intention to withdraw from the contract before the expiry of the withdrawal period.

4.2 Consequences of withdrawal

If and when you withdraw from the contract, we are obliged to reimburse to you promptly and at the latest within 14 days from the date the notice declaring your intention to withdraw from the contract was received by us all payments received from you, including delivery costs (with the exception of additional costs incurred if you have chosen another type of delivery than the cheapest standard delivery offered by us). We will use the same means of payment for such reimbursement which you used for the initial transaction, unless explicitly agreed otherwise with you; under no circumstances will you be charged a fee for the reimbursement.

If you have requested that deliveries should begin during the withdrawal period, you are obliged to pay a sum to us sufficient in proportion to the overall volume of services envisaged in the contract to cover the share of deliveries already provided during the withdrawal period up to the point at which you inform us of your intention to withdraw from the contract.

4.3 Withdrawal form

Specimen withdrawal form

(If you wish to withdraw from the contract, please fill in this form and send it back to us.)

- To [the contractor should enter here their name, address and email address]:
- I/we (*) hereby withdraw from the contract concluded by me/us (*) on the purchase of the following (*) goods (*)/the provision of the following services (*)
- Ordered on (*)/received on (*)
- Name of the consumer
- Address of the consumer
- Signature of the consumer (only if sent on paper)
- Date

(*) Delete which not applicable.

5. Services

After your registration for hvv Plus has been confirmed and your contract concluded, you are eligible to use the regularly changing benefits, discounts and sweepstakes from our partners published at hvv-deutschlandticket.de.

To display the coupon code or to take part in the sweepstakes, you first need to log in.

There are further conditions which apply to the use of the different benefits, discounts and sweepstakes offered. These are listed when the specific benefit, discount or sweepstake concerned is displayed or on the corresponding coupon.

There is no entitlement to be continuously offered constantly new benefits, discounts or sweepstakes.

We reserve the right to terminate special offers prematurely, even if they are already ongoing. The benefits connected with hvv Plus granted by us or third-party businesses may be changed or cancelled at any time.

The benefits you gain under hvv Plus are not transferable and you are not allowed to pass them on to third persons to use. A cash payout of the benefits is not possible.

Benefits and discounts can only be redeemed from our partners in accordance with the currently valid terms and conditions. To redeem the benefit/coupon, you need to show the appropriate personalized coupon and your personalized and valid hvv Deutschlandticket (to verify that you are who you say you are).

Our service in the framework of hvv Plus is limited to providing access to the benefits, discounts or sweepstakes. There is no contract with hvv GmbH about the objects, products and/or services gained by taking advantage of the benefits, discounts or sweepstakes. Claims or complaints should therefore be made to the partner in the case concerned.

6. Liability

hvv GmbH will be liable without limitation for wilful intent and gross negligence as well as for damages arising from injury to life, body and health.

In cases of minor negligence, hvv GmbH will only be liable if there has been a breach of a cardinal contractual obligation. A cardinal contractual obligation in this meaning is an obligation compliance with which is deemed to be essential for the performance of the contract and which therefore the contractual partner may regularly rely on. Liability in this case is limited to damage which was typical and foreseeable at the time the contract was concluded.

These limitations of liability shall apply mutatis mutandis to our employees and all other third parties employed or commissioned by us.

Any potential liability on our part for guarantees explicitly designated as such as well as for product liability claims shall remain unaffected.

Any other liability on our part is excluded.

7. Termination and deletion

You have the right to terminate your participation in hvv Plus at any time without needing to give reasons by sending us a message to that effect via the contact form quoting the subject heading „hvv Plus login and account“.

Termination by hvv GmbH is similarly possible at any time without needing to give good cause and giving 10 days' notice. The contract partners' right of extraordinary termination for good cause remains unaffected. In particular, we reserve the right to extraordinary termination of the contract in the event of misuse of benefits, discounts or sweepstakes.

Termination of the contract will result in your hvv Plus account being deleted.

Besides using the contact form <https://www.hvv-deutschlandticket.de/en/contact/> you can also declare the termination of your participation in writing (fax, letter or email) to hvv GmbH, Steindamm 94, 20099 Hamburg.

Your hvv Plus account will then be deleted.

8. Changes to these terms and conditions for participation

Any changes to these terms and conditions for participation will be published under [hvv-deutschlandticket.de](https://www.hvv-deutschlandticket.de). Use of the hvv Plus benefits at a time one month or later following the publication of any such changes shall be deemed to constitute agreement to the changes published in each case. Express reference is made in this context to your right of termination set out in §8.

9. Final provisions

The European Commission has implemented an online portal for dispute resolution under <http://ec.europa.eu/consumers/odr/>. We are however not obliged and not willing to take part in any dispute resolution procedures before a consumer arbitration board.