

# General terms and conditions

## Ordering and registering admission tickets electronically (tickets) for DLG Service GmbH trade fairs and events

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Persons who use the visitor portal – online shop and registration portal – of DLG Service GmbH, Eschborner Landstraße 122, 60489 Frankfurt am Main, Germany (customers) agree to the following terms and conditions in the respective version applicable at the time of use:

### **1. General information**

- 1.1. These general terms and conditions regulate the legal relationship between DLG Service GmbH and the visitor portal customers with respect to the purchase and the registration of tickets via the Internet and in terms of their visit to the respective event.
- 1.2. Tickets are event-related, personalized admission tickets that the customers can print out themselves and which entitle them to admission to physically conducted events and, if indicated, to access to digital content of the respective event as part of the digital platform provided by DLG Service GmbH.
- 1.3. No guarantee shall be provided for the correctness of the event data contained in the online presence of DLG Service GmbH. Information can be changed at any time and without prior notification insofar as it has not become the content of a contract.
- 1.4. The exhibition regulations of DLG Service GmbH and the house regulations of the respective venue shall be observed when attending the event.
- 1.5. The respective terms and conditions of use of the digital platform shall be observed when using digital event content. tickets may only be purchased from the official website.
- 1.6. Even if they are known, deviating, conflicting or supplementary general terms and conditions shall not become part of the contract unless their validity is expressly agreed to in writing. These terms and conditions shall apply both to professional visitors and to private individuals.

### **2. Registration and conclusion of the contract**

- 2.1. Ordering chargeable tickets shall necessitate the customers' prior registration. Prior registration shall also be required for the personalization of free tickets.
- 2.2. In the case of chargeable tickets, the customers submit an offer to DLG Service GmbH by clicking on the order button. Before sending off their purchase order, customers are given the opportunity to check and correct their purchase order. The ordering process can be aborted at any time by closing the browser. The offer can only be submitted by persons aged 18 and over, and shall only be regarded as accepted by DLG Service GmbH when it electronically confirms the ticket purchase order or sends the tickets to the customers by e-mail. This concludes the contract between the customers and DLG Service GmbH.
- 2.3. The customers shall not be entitled to reproduce or alter tickets. Duplication is punishable by law and shall be reported to the authorities. Copies of a ticket are invalid and provide no entitlement to admission to the event. In the event of a concrete suspicion of the misuse of a ticket, DLG Service GmbH reserves the right to refuse admission to the event in individual cases.
- 2.4. If customers who have ordered a ticket also log in with their user data from the online shop, on the digital platform (web app) or the mobile app, their data will be transferred from the existing ticket purchase and can be edited there.

### **3. Personalized tickets and printout**

3.1. The tickets shall be sent electronically by e-mail in the form of a PDF file attachment to the e-mail address specified by the customers in the order mask. The customers themselves shall be responsible for entering their data correctly. DLG Service GmbH rules out any liability in this regard. The customers shall also be responsible for the fact that the tickets can be opened and/or printed out using a suitable program (e.g. Adobe Acrobat Reader).

3.2. Tickets are personalized and non-transferable. They are valid only for the person whose name is printed on the ticket. Proof of legitimation, e.g. a personal identity card, a driving license or a passport, may therefore be demanded at the access control point at the event.

3.3. The validity of each ticket shall be checked electronically on site. It shall therefore be available in the form of either a printout or a wallet/mobile ticket. The tickets shall be printed out legibly using a laser or inkjet printer with a resolution of at least 300 DPI on white DIN A4 paper in the form of a colour or black and white printout. In order to check the validity of the wallet/mobile ticket, the customers shall load the ticket onto their smartphone or tablet and present this device at the entrance.

3.4. DLG Service GmbH reserves the right to issue tickets exclusively to professional visitors or professional buyers and to check their professional visitor status.

### **4. Non-existence of a right of withdrawal**

DLG Service GmbH points out that there is no right of withdrawal in accordance with Section 355 of the German Civil Code BGB even for consumers with respect to ordering online tickets. This arises from Section 312g (2) (9) BGB. Customers cannot therefore subsequently revoke their purchase order. All purchase orders shall be final and binding.

### **5. Return/reimbursement — cancellation of the event**

The return or reimbursement of admission tickets shall not be possible; the face value of the admission ticket shall only be reimbursed if the event is cancelled.

### **6. Prices and terms of payment**

6.1. All of the prices stated in the ticket shop are in euros and include the statutory rate of value added tax. Further price components shall be disclosed separately during the ordering process.

6.2. Payment for the tickets is always cashless and shall be carried out using a credit card (Visa, MasterCard) or PayPal. Other payment options shall be pointed out separately. An external service provider shall be used to process the payment. The credit card or PayPal accounts shall be debited on confirmation of the purchase order.

6.3. If payment is not carried out using a credit card or PayPal for any reason, DLG Service GmbH reserves the right to block the corresponding tickets for the event and to refuse access.

6.4. By using electronic ticket ordering, the customers declare their consent to electronic preparation and dispatch. No right to invoicing by means of an invoice document shall exist.

### **7. Liability**

7.1. DLG Service GmbH shall not bear any liability for losses that occur due to transmission errors, technical breakdowns, interruptions due to maintenance work or other disruptions which are not the fault of DLG Service GmbH.

7.2. DLG Service GmbH shall only bear liability for intent or gross negligence. DLG Service GmbH shall also be liable for the negligent breach of obligations whose fulfilment makes the

proper performance of the contract possible in the first place, the breach of which jeopardises the achievement of the contractual purpose and the observance of which the customer regularly relies on. In the latter case, however, DLG Service GmbH shall not be liable for unforeseeable damage that is not typical for the contract. DLG Service GmbH shall not bear any liability for slightly negligent breach of other obligations. The above liability exclusions and limitations shall not apply in the event of culpable injury to life, limb or health by DLG Service GmbH or its legal representatives or vicarious agents.

## **8. Data security and data protection**

DLG Service GmbH shall use a secure transmission procedure (SSL) for the transmission of customer and payment data. The objective of this is to achieve the highest possible standard of security. DLG Service GmbH takes the protection of its customers' personal data very seriously. The data incurred with the customers shall be stored or transferred for the purpose of processing in accordance with the applicable data protection regulations. In providing the contractually due services, DLG Service GmbH shall observe all relevant regulations (particularly those of the European General Data Protection Regulation) in order to protect its customers' personal data, and shall conclude corresponding agreements with its external service providers if necessary.

## **9. Image and film recordings**

When visiting the trade fair/event, pictures and videos are also taken. These are used for advertising purposes for DLG Service GmbH, for example in flyers, on the website, posters, app, etc. If pictures and videos are made of recognizable persons, the photographer will obtain the corresponding declarations of consent from the persons depicted.

## **10. Severability clause**

Should individual provisions contained in these general terms and conditions or parts thereof be or become invalid, this shall have no bearing on the validity of the remaining provisions. In this case, the parties shall be obliged to agree other provisions, which most closely match the legal and economic regulatory content of the invalid provisions, instead of the invalid provision.

## **11. Complaints/dispute resolution**

The EU Commission provides a platform for out-of-court dispute resolution under the link <http://ec.europa.eu/consumers/odr/>. This gives consumers the opportunity to initially resolve disputes related to their online purchase order without the involvement of a court.

General obligation to provide information in accordance with Section 36 of the German Act on Alternative Dispute Resolution in Consumer Matters (VSBG):

DLG Service GmbH is essentially unwilling and not obliged to take part in dispute resolution proceedings before a consumer arbitration board.

## **12. Applicable law**

The contract shall be subject exclusively to the law of the Federal Republic of Germany with the exclusion of the UN Convention on Contracts for the International Sale of Goods.