

## **General Terms and Conditions for the Online Ticket Shop of NürnbergMesse GmbH** (hereinafter referred to as “Online Ticket Shop GTC”)

**Status: October 2024**

### **1. Scope of Application/ Organiser**

The Online Ticket Shop GTC of NürnbergMesse GmbH is an integral part of the contracts concluded between the organiser and the customer regarding the ordering and delivery of goods and tickets. They apply exclusively, **unless otherwise agreed in writing**. Any deviating general terms and conditions of the customer shall not apply.

The organiser of ALTENPFLEGE Fachmesse is Nürnberg Messe GmbH.

The organiser of the ALTENPFLEGE trade fair congress (specialist congress) is Vincentz Network GmbH & Co.

By purchasing an admission ticket, a contractual relationship regarding attendance at the event is established exclusively between the customer and the respective organiser.

The processing of ticket purchases including dispatch for the ALTENPFLEGE trade fair congress (specialist congress) is carried out by NürnbergMesse GmbH on behalf of and for the account of Vincentz Network GmbH & Co.

### **2. Orders/ Conclusion of Contract**

(1) The goods and tickets offered by the organiser in the online ticket shop constitute a non-binding invitation to the customer to place an order. Only by placing an order does the customer submit a binding offer to conclude a contract. The organiser accepts the customer's offer to enter into a contract, subject to the availability of goods and tickets, by sending the customer an order confirmation by e-mail from NürnbergMesse GmbH. If an ALTENPFLEGE trade fair congress ticket is purchased, it is done in the name and on behalf of Vincentz Network GmbH & Co. KG. As a general rule, there is no right of return or refund for ordered goods and tickets. If NürnbergMesse determines during order processing that the ordered goods or tickets are unavailable, the customer will be informed separately via e-mail.

(2) For trade fairs and trade congresses, the organiser reserves the right to issue tickets exclusively to trade visitors and to verify their trade visitor status accordingly. Tickets for trade fairs and trade congresses may not be resold or otherwise transferred to third parties without the prior written consent of the organiser.

(3) Orders for trade fairs and trade congresses may also be placed on behalf of a named third party. Apart from the telephone number, fax number and e-mail address, all personal data of this third party will be recorded. Structural data of the third party will also be queried and recorded. By placing the order, the customer assures that they are sufficiently authorised to pass on the third party's data.

### **3. Terms of Payment and Prices**

- (1) Payment for goods and tickets must be made by credit card or PayPal.
- (2) Unless otherwise agreed, the prices quoted by the organiser are in euros and include statutory VAT.

### **4. Availability**

As a rule, the customer is permitted to order an unlimited number of tickets. If a restriction applies, it will be indicated on the corresponding product.

### **5. Delivery**

Upon receipt of the order, the customer will receive a confirmation e-mail, which will include PDF files for printing the tickets using the print@home method or for saving them on mobile devices, even if the order was placed for a third party. The tickets will also be stored in the customer's user account as a mobile ticket (Passbook / Wallet).

### **6. Liability**

- (1) The customer is obliged to check the tickets for accuracy and completeness immediately upon receipt and to notify NürnbergMesse GmbH of any complaints in writing or by e-mail without delay. In all other respects, the statutory liability for defects shall apply.
- (2) The organiser shall be liable without limitation if the cause of the damage is based on an intentional or grossly negligent breach of duty by the organiser.
- (3) Furthermore, the organiser shall be liable for the slightly negligent breach of essential obligations, the breach of which jeopardises the achievement of the contract's purpose, or for the breach of obligations essential for the proper execution of the contract and on whose observance the customer may regularly rely. In such cases, the organiser shall only be liable for foreseeable damages typical of the contract. The organiser shall not be liable for the slightly negligent breach of obligations other than those mentioned above.
- (4) The above limitations of liability shall not apply in cases of injury to life, limb or health or where defects have been fraudulently concealed.
- (5) To the extent that the organiser's liability is excluded or limited, this also applies to the personal liability of employees, representatives or vicarious agents of the organiser.

## **7. Data Protection Notice on Lead Tracking**

If the customer participates in lead tracking, the contact details provided by the customer during visitor registration (company name, form of address, title, surname, first name, company, street, postcode, city, e-mail address, industry information if applicable and other details provided by the customer) will be transmitted to the exhibitor, irrespective of whether the exhibitor is based in Germany, the EU or other third countries.

Participation in lead tracking occurs when the customer authorises an exhibitor to scan the barcode on their ticket for the event during their visit to the event. Similar to handing over a business card, the above-mentioned data is transmitted to the exhibitor by scanning the barcode. Participation in lead tracking is voluntary and requires further cooperation from the customer.

Further information on data protection, including details on exercising your rights as a data subject and contact options, can be found at [www.nuernbergmesse.de/de/datenschutz](http://www.nuernbergmesse.de/de/datenschutz) or at <https://vincentz.net/datenschutz/>.

## **8. Place of Fulfilment and Jurisdiction**

(1) The place of jurisdiction for all disputes arising from the contractual relationship shall be Nuremberg, provided that the client is a business entity, a legal entity under public law, a special public law fund, or does not have a general place of jurisdiction in Germany.

(2) German law and the German version of these General Terms and Conditions shall apply exclusively. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

## **9. Changes to the Conditions of Sale**

The organiser reserves the right to make changes to the website, rules and conditions, including these General Terms and Conditions, at any time. Your order will be subject to the terms and conditions in force at the time of your order, unless a change to these terms is required by law or governmental order.

## **10. Copyrights**

Copyright © NürnbergMesse GmbH, Nuremberg (Germany). All rights reserved. All texts, images, graphics, video, animation and sound files, including their arrangements on the website, are protected by copyright and other laws safeguarding intellectual property. These rights, as well as the website content, may not be copied, modified or used on other websites for commercial or industrial purposes or for distribution. NürnbergMesse GmbH notes that some website images are subject to third-party copyrights and are used with the author's permission.

## **11. Severability Clause**

Should any provision of these Online Ticket Shop GTC, or any provision within the framework of other agreements, be or become invalid, this shall not affect the validity of all other provisions, agreements or the contractual relationship between the parties. In such cases, the customer and NürnbergMesse GmbH shall replace the invalid provision with a valid one that closely aligns with the economic purpose of the original provision.

## 12. Cancellation Policy and Sample Cancellation Form

(1) Consumers have the following right of cancellation:

### **Cancellation Policy**

#### **Right of Cancellation**

You have the right to cancel this contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the day on which you or a third party named by you who is not the carrier have taken possession of the goods.

To exercise your right of cancellation, you must inform the organiser:

NürnbergMesse GmbH, VisitorService, Exhibition Centre, 90471 Nuremberg, Tel: +49 (0) 911 - 8606-0, Fax: +49 (0) 911 - 8606-8670, E-mail: [besucherservice@nuernbergmesse.de](mailto:besucherservice@nuernbergmesse.de)

or Vincentz Network GmbH & Co.KG | Plathnerstr. 4c | 30175 Hanover, Germany, Tel. +49 511 9910-175, [veranstaltungen@vincentz.net](mailto:veranstaltungen@vincentz.net)

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You can use the attached sample cancellation form, but this is not mandatory. You can also electronically complete and submit the model cancellation form or another clear declaration on our website [www.nuernbergmesse.de/widerruf](http://www.nuernbergmesse.de/widerruf). If you choose this option, we will immediately send you a confirmation of receipt of your cancellation (e.g. by e-mail).

To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period expires.

#### **Consequences of Cancellation**

If you cancel this contract, we will reimburse all payments received from you including delivery costs (with the exception of supplementary costs resulting from your choice of a different delivery method

than the most favourable standard delivery offered by us) immediately and at the latest within fourteen days from the day on which we receive your cancellation notification. For this repayment, we will use the same means of payment that you used for the original transaction unless expressly agreed otherwise. In no case will you be charged any fees for this repayment. We may refuse to refund you until we have received the goods back or until you have provided proof that you have returned the goods whichever occurs first.

You must return or hand over the goods to us immediately and in any case within fourteen days from the day you inform us of the cancellation of this contract. The deadline is met if you dispatch the goods before the period of fourteen days expires.

You bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods if it results from handling the goods beyond what is necessary to check their condition, properties and functionality.

#### **End of Cancellation Policy**

**Sample Cancellation Form**

If you wish to cancel this contract, please complete this form and return it to the organiser.

NürnbergMesse GmbH, VisitorService, Exhibition Centre, 90471 Nuremberg, Germany, Fax:

+49 (0) 911 - 8606-8670, E-mail: [besucherservice@nuernbergmesse.de](mailto:besucherservice@nuernbergmesse.de)

Or

Vincentz Network GmbH & Co.KG | Plathnerstr. 4c | 30175 Hanover, Germany, Tel. +49 511 9910-175, [veranstaltungen@vincentz.net](mailto:veranstaltungen@vincentz.net)

I/we (\*) hereby cancel the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*):

\_\_\_\_\_

Signature of the consumer(s) (only for notification on paper)

Date \_\_\_\_\_

(\*) Delete as appropriate.

**(2) Exclusion of the Right of Cancellation**

The right of cancellation does not apply to the following contracts:

Contracts for the provision of services in the areas of accommodation for purposes other than residential purposes, the transport of goods, vehicle hire, the supply of food and drink and the provision of other services in connection with leisure activities, if the contract provides for a specific date or period for the provision (Section 312g (2) sentence 1 no. 9 of the German Civil Code (Bürgerliches Gesetzbuch, BGB)).

## **General Terms and Conditions for the Online Press Ticket Shop of NürnbergMesse GmbH (hereinafter referred to as “Online Press Ticket Shop GTC”)**

### **1. Scope of Application**

The Online Press Ticket Shop GTC of NürnbergMesse GmbH are an integral part of the contracts concluded between the organiser and the media representative / blogger (hereinafter referred to as “customer”) with regard to the ordering and sending of press tickets. These terms apply exclusively **unless otherwise agreed in writing**. Any deviating general terms and conditions of the customer shall not apply.

The organiser of ALTENPFLEGE Fachmesse is Nürnberg Messe GmbH.

The organiser of the ALTENPFLEGE trade fair congress (specialist congress) is Vincentz Network GmbH & Co.

By purchasing a press ticket, a contractual relationship regarding attendance at the event is established exclusively between the customer and the respective organiser.

The processing of ticket purchases including dispatch for the ALTENPFLEGE specialist congress is carried out by NürnbergMesse GmbH on behalf of and for the account of Vincentz Network GmbH & Co.

### **2. Orders/ Conclusion of Contract**

(1) The press tickets offered by the organiser in the online press ticket shop constitute a non-binding invitation to the customer to apply for accreditation with the organiser. Only by submitting an application does the customer make a binding offer to obtain accreditation. The organiser accepts the applicant's request after verifying compliance with its accreditation guidelines by sending an accreditation confirmation via e-mail. If, during the processing of the application, the organiser determines that the accreditation guidelines have not been met or that further evidence is required, you will be notified separately via e-mail.

(2) For trade fairs, the organiser reserves the right to issue press tickets exclusively to media representatives relevant to the trade sector and to appropriately verify this status (in particular, by requiring the submission of a press pass or additional supporting documents related to the trade fair theme). Press tickets for trade fairs must not be transferred or otherwise passed on to third parties.

### **3. Data Protection Notice on Lead Tracking**

If the customer participates in lead tracking, the contact details provided by the customer during visitor registration (company name, form of address, title, surname, first name, company, street, postcode, city, e-mail address, industry information if applicable and other details provided by the customer) will be transmitted to the exhibitor, irrespective of whether the exhibitor is based in Germany, the EU or other third countries.

Participation in lead tracking occurs when the customer authorises an exhibitor to scan the barcode on their ticket for the event during their visit to the event. Similar to handing over a



business card, the above-mentioned data is transmitted to the exhibitor by scanning the barcode.

Participation in lead tracking is voluntary and requires further cooperation from the customer.

Further information on data protection, including details on exercising your rights as a data subject and contact options, can be found at [www.nuernbergmesse.de/de/datenschutz](http://www.nuernbergmesse.de/de/datenschutz) or at <https://vincentz.net/datenschutz/>.

#### **4. Admission Requirements**

The “General Accreditation Guidelines for Journalists at Trade Fairs in Germany” of NürnbergMesse GmbH apply.

#### **5. Delivery**

If all accreditation requirements are met, the customer will receive a confirmation notice via e-mail, along with PDF files for either printing the tickets using the print@home method or saving them on mobile devices. The tickets will also be stored in the customer’s user account as a mobile ticket (Passbook / Wallet).

#### **6. Liability**

(1) The applicant is obliged to check the press tickets immediately upon receipt for accuracy and completeness and to submit any claims or complaints to the organiser without delay, in writing or via e-mail. In all other respects, the statutory liability for defects shall apply.

(2) The organiser shall be liable without limitation if the cause of the damage is based on an intentional or grossly negligent breach of duty by the organiser.

(3) Furthermore, the organiser shall be liable for the slightly negligent breach of essential obligations, the breach of which jeopardises the achievement of the contract’s purpose, or for the breach of obligations essential for the proper execution of the contract and on whose observance the customer may regularly rely. In such cases, the organiser shall only be liable for foreseeable damages typical of the contract. The organiser shall not be liable for the slightly negligent breach of obligations other than those mentioned above.

(4) The above limitations of liability shall not apply in cases of injury to life, limb or health or where defects have been fraudulently concealed.

(5) To the extent that the organiser’s liability is excluded or limited, this also applies to the personal liability of employees, representatives or vicarious agents of the organiser.

## **7. Place of Fulfilment and Jurisdiction**

(1) The place of jurisdiction for all disputes arising from the contractual relationship shall be Nuremberg, provided that the client is a business entity, a legal entity under public law, a special public law fund, or does not have a general place of jurisdiction in Germany.

(2) German law and the German version of these General Terms and Conditions shall apply exclusively. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

## **8. Changes to the Accreditation Conditions**

The organiser reserves the right to make changes to the website, regulations and conditions, including these General Terms and Conditions and the General Accreditation Guidelines for Journalists at Trade Fairs in Germany, at any time. Your order will be subject to the terms and conditions in force at the time of your order, unless a change to these terms is required by law or governmental order.

## **9. Copyrights**

Copyright © NürnbergMesse GmbH, Nuremberg (Germany). All rights reserved. All texts, images, graphics, video, animation and sound files, including their arrangements on the website, are protected by copyright and other laws safeguarding intellectual property. These rights, as well as the website content, may not be copied, modified or used on other websites for commercial or industrial purposes or for distribution. NürnbergMesse GmbH notes that some website images are subject to third-party copyrights and are used with the author's permission.

## **10. Severability Clause**

Should any provision of these General Terms and Conditions for the online press ticket shop, or any provision within the framework of other agreements, be or become invalid, this shall not affect the validity of all other provisions, agreements or the contractual relationship between the parties. In such cases, the customer and the organiser shall replace the invalid provision with a valid one that closely aligns with the economic purpose of the original provision.