

# General Terms and Conditions of Use and Business for visitors of CloserStill Media Germany trade fairs

## 1. general

These General Terms and Conditions of Use and Business (hereinafter referred to as "GTC") apply to the electronic ordering of admission tickets (hereinafter referred to as "Tickets") of all kinds by means of the visitor registration of CloserStill Media Germany GmbH, Theodor-Heuss-Anlage 2, 68165 Mannheim (hereinafter referred to as "CSM").

Counter-confirmations by the customer with reference to its own General Terms and Conditions of Business or Purchasing are hereby rejected. Deviations from these General Terms and Conditions shall only be effective if expressly confirmed by CSM in writing. CSM reserves the right to amend these General Terms and Conditions at any time, such amendments taking effect as soon as they have been published on the sub-pages of our website ([www.zukunft-personal.com](http://www.zukunft-personal.com)). CSM also reserves the right, at its sole discretion and without prior notice, to discontinue or modify all or part of the website.

By placing an order or invitation, whether free of charge or subject to a charge, the purchaser (hereinafter referred to as "customer") of tickets accepts these GTC. Deviating conditions of the customer shall not be valid.

## 2. contracting parties

By ordering, receiving or purchasing tickets or codes, the contract is concluded exclusively between the respective customer and CSM. A customer is a person who fulfils the characteristics of §14 BGB.

## 3. subject matter of the contract

The purchase of the ticket subject to registration and the associated badge creation is the subject of the contract. The customer thereby undertakes to carry out the registration.

## 4. conclusion of contract

CSM is responsible for the conclusion and processing of the contract, in particular for the sending of tickets in the print@home procedure and the ticket codes requiring registration via the service provider FairVerify Event Solutions GmbH, Industriestrasse 21-23 69245 Bammental (hereinafter referred to as "FairVerify"), responsible for the project. The customer submits his offer for the conclusion of a contract by sending the online registration by clicking the corresponding buttons. By placing an order, the customer acknowledges these GTCs and data protection provisions as binding for him. After the ticket purchase, the customer receives a confirmation message from FairVerify on behalf of CSM by e-mail. At the same time, the customer will receive a link to

download the ticket as a PDF in a separate portal.

Upon sending the first confirmation message by e-mail to the customer, a purchase contract for tickets between the customer and CSM (hereinafter referred to as "Contract") is concluded. The organizer has the right to revoke the contract if it was granted on the basis of the wrong prerequisites or information or if the admission requirements are later no longer applicable.

## 5. warranty

The warranty is based on the statutory provisions, unless otherwise regulated below. CSM assumes no warranty for:

- the permanent and undisturbed availability of

the website and that the website can be accessed by the participants or is free of errors in terms of content or technology. In particular, maintenance, security or capacity concerns, as well as events caused by force majeure (such as disruptions to public communications networks, power failures, etc.), may lead to short-term disruptions or temporary suspension of services. Neither FairVerify nor CSM warrants that the website is free from viruses or other disruptive factors. Any liability is therefore also excluded.

- the correctness of offers by third parties, in particular CSM's cooperation partners, which are advertised on this online platform or are connected with the purchase and use of admission tickets to trade fairs and exhibitions of CSM.

- the correctness and completeness of all links and references to external content made within the scope of using the online platform.

- The correctness and completeness of all e-mails or data entries that do not comply with the technical requirements set out in these GTC or those set out for the website and as a result are not accepted and/or accepted by the system.

## 6. use of this website

The customer undertakes to use this website exclusively for the purchase of online tickets. Without express permission, it is generally prohibited to establish deep links to this website. The customer undertakes not to use any robot or spider software and not to attempt in any other way - automated or manual - to monitor or copy this website and its content. Furthermore, the customer undertakes not to disrupt the proper functioning of this website, in particular by intentionally overloading CSM's system infrastructure. CSM will investigate any illegal and/or unauthorised use of this internet site, in particular unauthorised ticket sales, unauthorised framing or linking of the internet site or the unauthorised use of any robot, spider

## **General Terms and Conditions of Use and Business for visitors of CloserStill Media Germany trade fairs**

or other software, and will take appropriate civil and criminal action.

### **7. personal data / purpose of data collection**

Personal data is information that can be directly attributed to the customer. When registering visitor tickets, the following mandatory information must be filled out truthfully, also in order to be able to prove trade visitor status: company, street, postcode/country, industry, size, form of address, surname, first name, position, e-mail. Personal data is automatically stored by CSM in the course of visitor registration. The collection, processing and use of data is carried out in accordance with the DSGVO as per Art.6 paragraph 1 b, c. f.

### **8. mandatory registration and ticket code to be registered**

The registration code as such does not entitle you to enter the event. Only after registration the visitor will be granted access to the event.

To register with CSM, the customer may either use the website or the registration terminals on site or consent to the transfer of data by third parties to CSM in relation to third parties. The ticket price for this online order is discounted compared to the ticket purchase directly at the exhibition. In the event of the purchase of a reduced or free visitor ticket by invitation of an exhibitor, FairVerify will send a ticket code in the name of and on behalf of CSM (at the risk of the inviting exhibitor) together with the invitation e-mail to the e-mail address provided by the exhibitor. The ticket code can be redeemed on the registration website of the respective trade fair.

The customer may not enter the event without entering the mandatory information provided during registration.

The instructions for handling the data collected during registration are available at [www.zukunft-personal.com/en/privacy](http://www.zukunft-personal.com/en/privacy)

The ticket is personalized after successful registration and is not transferable. As a gesture of goodwill, tickets can be reissued if special circumstances such as illness prevent the customer from attending the event.

### **9. print@home**

Tickets will be sent by FairVerify on behalf of CSM at the customer's risk together with the confirmation email at the time of conclusion of the contract by email.

Technical Requirements:

- Installation of an Acrobat Reader on the PC/Mac used.
- The ticket is provided with a barcode which allows to enter the exhibition in the entrance area. The customer is responsible for ensuring that the barcode on the ticket is not blurred or

damaged either when it is printed or at a later date.

The customer is obliged to check the tickets for correctness and completeness immediately upon receipt and to notify CSM of any complaints in writing by e-mail to [operations@messe.org](mailto:operations@messe.org) within 3 working days.

The delivery for the registered ticket(s) in the print@home procedure is carried out directly at the customer's location by printing the ticket sent electronically to the customer after download. The customer may only make one printed copy of each ticket for the purpose of its intended use; the ticket shall be considered a receipt and shall replace the invoice.

It is prohibited to copy or modify the printed ticket.

An unauthorized duplicated or resold print@home ticket does not entitle the customer to attend the event. The barcode on the ticket, which can be used only once, will be cancelled electronically at the event location by barcode scanners. It is therefore impossible that, e.g. by copying the barcode, other persons with the same barcode can gain access to the event.

In the event that copies of print@home Ticket are found, CSM reserves the right to deny access to the event to the owner of the copies or the owner of the unauthorized duplicated print@home Ticket. Furthermore, CSM reserves the right to demand payment of the total value of the duplicated print@home Tickets from the customer whose ticket has been duplicated without authorisation through its own fault. CSM is not responsible for any inconvenience caused by unauthorised duplication or misuse of this print@home Ticket. The print@home Tickets should be kept in a safe place like cash or conventional tickets to prevent abuse. CSM is not responsible for any loss and/or misuse of the ticket.

If the print@home ticket was not delivered due to a faulty e-mail, the customer should contact [operations@messe.org](mailto:operations@messe.org).

### **10. validity of the admission ticket / admission restrictions**

Only trade visitors have access to the CSM trade fairs and conferences. A trade visitor is anyone who is responsible as a management board member, executive, decision-maker or expert in the fields of: human resources management, education and training, corporate health, software, future of work or related areas. The term also includes journalists, bloggers and press representatives. Trade visitor qualification must be proven when purchasing the admission ticket. With the ticket order the customer bindingly confirms the trade visitor qualification. CSM is entitled to check the trade visitor

## General Terms and Conditions of Use and Business for visitors of CloserStill Media Germany trade fairs

qualification and to refuse admission to persons who do not meet the required trade visitor characteristics. Children and young people under 16 years of age do not need an admission ticket and may only be admitted when accompanied by an adult with a valid ticket. It is the customer's responsibility to inform himself in good time and comprehensively about the relevant entry regulations for the Federal Republic of Germany, in particular about the possible need for a visa. CSM is not liable for damages and other disadvantages that may result for the customer from non-compliance with this provision.

### 11. prices

The prices for tickets are always subject to change and include the legal value added tax.

### 12. terms of payment

The total amount including VAT is due for payment immediately after conclusion of the contract. Payment for online orders can be made with Saferpay (Visa or MasterCard, Amex), „Sofortüberweisung“, SEPA, purchase on account or via PayPal. If the customer does not wish to use this payment option, an online pre-registration of paid admission tickets is not possible. On the day of the event, the customer still has the option of registering on site and paying at the trade fair in cash or by EC or credit card, but then does not benefit from the print@home function, lower prices and quick admission to the trade fair. Admission tickets remain the property of CSM until full payment has been received. Should a payment be charged back, the tickets will automatically be declared invalid. In addition, a processing fee of 20€ will be charged. When paying via PayPal the customer needs his own PayPal account. Further information about the PayPal payment system can be found at <http://www.paypal.com>. All amounts are due for payment immediately upon conclusion of the contract and without deduction. There is no claim to invoicing by invoice document. If you have any questions regarding payment and/or invoice, please contact us directly at ([operations@messe.org](mailto:operations@messe.org))

### 13. return of tickets / cancellation rights

Ticket registration on the trade fair website: Returning tickets is excluded, as is revoking the contract. An exception is only made for tickets for (a) cancelled or (b) postponed events. In this case, tickets do not have to be returned, but are automatically declared invalid. As far as CSM receives information about cancelled or rescheduled events, CSM will immediately inform the customer by email, provided the customer has entered a valid email address when ordering.

Each ticket order is binding immediately after confirmation by CSM. If the customer is unable to attend, he/she may provide a substitute participant. In case of loss of the ticket, a refund of the purchase price is not possible.

### 14. cancellation rights and consequences of cancellation

Consequences of withdrawal in the event of an effective cancellation, the services received by both parties are to be returned and any benefits derived (e.g. interest) surrendered. If the received performance and benefits (e.g. advantages of use) cannot be returned or surrendered in whole or in part or only in a deteriorated condition, the customers must pay compensation for lost value. This may mean that the customers must nevertheless fulfil the contractual payment obligations for the period until revocation. Obligations to refund payments must be fulfilled within 30 days. The period begins for the customer with the dispatch of the revocation declaration.

Special notes:

Your right of revocation expires prematurely if the contract has been completely fulfilled by both parties upon express request before the customer has exercised his right of revocation.

- End of the revocation instruction -

Exclusion of the right of withdrawal:

The right of revocation does not apply if the customer acts in the exercise of his commercial or independent professional activity when concluding the legal transaction and he is therefore to be regarded as an entrepreneur (§ 14 BGB).

### 15. cancellation and rebooking

Cancellation is carried out as follows:

Up to 30 days before the start of the event	only ticket fees, variable depending on the payment method (5.1% to 2.4% of the ticket price)
Up to 11 days before start	50%
From 10 days before the start	100%

Any cancellation fees incurred are to be borne by the purchaser.

Cancellation and rebooking requests must be submitted in writing to [operations@messe.org](mailto:operations@messe.org).

### 16. liability, compensation

## **General Terms and Conditions of Use and Business for visitors of CloserStill Media Germany trade fairs**

CSM shall only be liable without limitation for damages of the customer and/or registered person to the extent that such damages are not attributable to its intentional or grossly negligent conduct. In the event of slightly negligent breaches of duty, CSM is only liable in the event of a breach of one of its material contractual obligations (cardinal obligation). In this case, CSM's liability is limited to the direct damage that is typical for the contract and foreseeable at the time the contract was concluded. This also applies to breaches of duty by legal representatives and/or vicarious agents of CSM.

Liability for culpable injury to life, health or body remains unaffected by this limitation of liability.

### **17. prohibition of resale**

The purchase of tickets for resale is generally prohibited. In the event of an unauthorized transfer of tickets, CSM is entitled to block the affected tickets and to deny the ticket holder access to the event without compensation.

### **18. at the venue / on site at the exhibition**

#### **a. Sound, photo and video recordings**

At the event location, image, sound and video recordings by trade visitors are prohibited for copyright reasons. Instructions on how to handle the audio, photo and video recordings made on site can be found at [www.zukunft-personal.com/de/fotorechte](http://www.zukunft-personal.com/de/fotorechte)

#### **b. Lectures**

The event-related lectures and documentation are protected by copyright and may not be reproduced, distributed or commercially used in any form - even in part - without the consent of CSM and the respective speakers. CSM assumes no responsibility or liability for any inaccuracies in the content of the lectures and documentation.

#### **c. Name badge**

Admission tickets are personalised and consist of an information section and a name badge. The name badge is considered to be the legitimation of the trade visitor on site, entitles him to enter the event and must therefore always be worn in a clearly visible position. This is also based on the legitimate interest of the exhibitors in differentiation and for possible personal contact to initiate business.

It includes the following personal data from the online order via the website: first name, last name, position and company name. A further component of the name badge is a barcode for access authorization, which is checked electronically by the organizer at the event location using barcode scanners.

Furthermore, the admission ticket contains a QR code with vCard, in which the visitor's electronic business card with his personal data from the online registration is encoded. This information includes company, street, postcode, city, country, title, first name, last name, position, e-mail address and telephone number.

#### **d. unauthorised advertising**

Unauthorised display, hanging or distribution of flyers, brochures or other advertising material is not permitted at events organised by the organiser.

#### **e. Lectures**

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### **19. domiciliary rights**

CSM practices together with the fair company in the whole fairground

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