

General Terms and Conditions for the booking of tickets and other services via the shop system of Leipziger Messe GmbH

I. General

§ 1 Scope

- 1.1 These General Terms and Conditions (hereinafter referred to as "GTC") apply to the booking of tickets and other services for events organised by Leipziger Messe GmbH (hereinafter referred to as "Leipziger Messe") and third parties on the premises of Leipziger Messe as well as events outside the premises via the shop system of Leipziger Messe. The customer accepts these GTC during the ordering process. Any deviating terms and conditions of the customer shall not become part of the contract, even if Leipziger Messe does not expressly object to them.
- 1.2 The subject matter of the contract governed by these GTC is the delivery of tickets and the booking of other services for trade fairs and other events (hereinafter referred to as "events") organised by Leipziger Messe or its partners for which Leipziger Messe carries out the booking process (hereinafter referred to as "guest organisers" or "guest events").
- 1.3 Contractual relationships with regard to attending the guest event are established exclusively between the customer and the respective guest organiser through the purchase of tickets or the booking of other services. Unless otherwise specified during the ordering process, Leipziger Messe acts as an agent for the event contract in cases of guest events only on behalf of and in the name of the respective guest organiser. The event services are primarily governed by the terms and conditions of the respective guest organiser, which are pointed out separately to the customer when booking. Contractual claims due to breaches of the event contract must be directed exclusively against the guest organiser.
- 1.4 Contracts shall be concluded in German or, if offered, in English, at the customer's discretion. In the event of disputes regarding the interpretation of these General Terms and Conditions, the German version shall prevail.

§ 2 Admission requirements

- 2.1 Certain events are only open to trade visitors or persons of a certain age. The respective access regulations can be found on the event website. Leipziger Messe is entitled to check the requirements in an appropriate manner and to refuse admission to persons who do not meet the required criteria. Claims by the customer – of whatever nature, in particular claims for reimbursement of the costs of purchasing tickets or other services, as well as claims for damages – are excluded.
- 2.2 It is the customer's responsibility to obtain timely and comprehensive information about the relevant entry requirements for the Federal Republic of Germany (e.g. visa requirements). Leipziger Messe is not liable for any damage or other disadvantages that may arise for the customer as a result of non-compliance with this provision.

II. Sale of tickets and other services

§ 3 Conclusion of contract

- 3.1 The following terms and conditions apply to bookings made via the Leipziger Messe shop system (hereinafter referred to as "online bookings"):
- 3.1.1 Tickets and other services are booked via an automated shop system. When the tickets and other services are selected, the shop system automatically checks for availability. If they are not available, the customer will be notified accordingly.

Before completing the booking process, the customer will be shown a summary of the selected tickets and other services. The booking can be changed in the order status.

By subsequently clicking on the "Order with obligation to pay/Order with costs" button after selecting the payment method, a binding purchase contract is concluded.

By submitting the order in the ticket shop, the customer bindingly declares to that they are of legal age and have full legal capacity or are acting with the consent of their legal representative. Leipziger Messe is not obliged

to check the legal capacity of the customer. If it subsequently transpires that a contract has been concluded with a minor without the consent of a legal representative, Leipziger Messe reserves the right to withdraw from the contract.

- 3.1.2 After booking, the customer will receive a booking confirmation by email. The booking confirmation contains a link via which the services ordered by the customer, the corresponding invoice and the General Terms and Conditions can be viewed and accessed. The customer can print out these documents (e.g. tickets, invoice, General Terms and Conditions) at and/or save them.

The customer's data is stored by Leipziger Messe, but is no longer accessible to the customer via the Leipziger Messe website after the booking has been completed.

For bookings made at the Leipziger Messe box offices, the contract is concluded upon handover of the tickets and/or payment of the amount due.

- 3.2 All offers made by Leipziger Messe are subject to change and non-binding unless expressly stated otherwise.

§ 4 Prices and payment terms

- 4.1 Payment shall be made by the customer via PayPal or credit card. All amounts are due for payment immediately upon conclusion of the contract, without deduction. In the case of a guest event, Leipziger Messe shall collect the amount payable by the customer on behalf of the guest organiser.
- 4.2 Statutory value added tax is shown in the final price displayed in the shopping basket, provided that the services are taxable. Invoices will be sent exclusively in digital form. Any necessary credit notes will also be sent digitally.
- 4.3 If payment is subsequently disputed, Leipziger Messe will cancel the booking and block the tickets for admission to the respective event.

§ 5 Shipping, printing and collection

- 5.1 For online bookings, tickets are provided in the following formats: "print@home ticket" (tickets can be printed and/or saved) and "mobile ticket" (for smartphones).
- 5.2 The customer shall check the tickets provided immediately upon access or receipt to ensure that they match the booking confirmation sent to them. In the event of obvious incorrect deliveries, in particular in the case of incorrectly issued tickets (e.g. wrong seat category, wrong event), the customer will receive a replacement free of charge upon return of the tickets already sent, provided that the customer reports the error immediately (at the latest within one week) after receipt of the tickets by email to tickets@leipziger-messe.de.
- 5.3 If, in exceptional cases, tickets are to be collected by the customer on site, the customer is obliged to collect the tickets ordered on the day of the event in good time at the designated counters at the Leipzig Exhibition Centre, presenting the booking confirmation and his identity card.

III. Event services

§ 6 No right of withdrawal

- 6.1 There is no statutory right of withdrawal with regard to the services offered by Leipziger Messe by way of online booking to be provided at a specific time or within a specified period in accordance with Section 312g (2) No. 9 of the German Civil Code (BGB).
- 6.2 For guest events, the existence of a right of withdrawal is governed by the general terms and conditions of the guest organiser, but the reversal of the transaction shall be handled by Leipziger Messe.

§ 7 Resale

- 7.1 For security reasons and to prevent black market trading and ticket speculation, tickets may only be purchased for personal or business purposes. The customer undertakes to purchase and use the tickets exclusively for their own purposes.

- 7.2 Tickets and other services are sold exclusively via the shop system and, if commissioned, via the official advance sales offices of Leipziger Messe or the guest organiser. The purchase for commercial resale, the offer and resale of tickets and other services with the intention of making a profit, at a price higher than the price printed on the ticket, are not permitted. In particular, it is not permitted to offer tickets and other services via public auctions (e.g. classified ads) or via the press, radio or other media with the aim of achieving a higher price and/or to offer them for sale at advance sales outlets not used by Leipziger Messe.
- 7.3 Tickets and other services may only be passed on to persons who meet the necessary admission requirements (age, trade visitor status).
- 7.4 In the event of unauthorised transfer of tickets, Leipziger Messe is entitled, in particular, to block the tickets concerned and to refuse the ticket holder admission to the event venue without compensation, to exclude the customer from purchasing tickets for a reasonable period of time and to issue a ban from the premises.

§ 8 Warranty

- 8.1 Leipziger Messe shall only be liable for the implementation, running and quality of the event if it is the organiser itself. In the case of guest events, the respective guest organiser shall be solely responsible for these. In the case of guest events, Leipziger Messe shall also not be liable for the accuracy of the information provided by the guest organiser (e.g. on the website announcing the guest event).
- 8.2 Leipziger Messe reserves the right to make changes to the programme and line-up. This shall only entitle the customer to a refund of the tickets and other services if the change is not insignificant or unreasonable for the customer, taking into account their legitimate interests.
- 8.3 If an event is rescheduled, the tickets and other services remain valid for the new event date. No rebooking or exchange is necessary. If an event is cancelled without replacement, Leipziger Messe will refund the amount paid for the services ordered. Further claims, such as reimbursement of travel expenses, cannot be asserted against Leipziger Messe.
- 8.4 Claims for defects against Leipziger Messe shall also only exist if the

usability of the deliveries and services provided by Leipziger Messe is not only insignificantly restricted.

8.5 The warranty liability for initial rental defects is excluded.

IV. General final provisions for all events

§ 9 Liability of Leipziger Messe

- 9.1 Leipziger Messe shall only be liable for damages and reimbursement of futile expenses, regardless of the legal basis (contract, tort), to the following extent:
- in the event of intent, gross negligence and in cases where Leipziger Messe has expressly and in writing assumed a contractual guarantee or the procurement risk, in full;
 - in all other cases, only in the event of a breach of a material contractual obligation without which the achievement of the respective contractual purpose would be jeopardised and on the fulfilment of which the customer may therefore rely, as well as for delay and claims arising from liability for defects/warranty, but limited to compensation for typical and foreseeable damage.
- 9.2 Insofar as the liability of Leipziger Messe is effectively excluded or limited in accordance with the above provisions, this shall also apply to the personal liability of the employees, other staff, organs, representatives and vicarious agents of Leipziger Messe.
- 9.3 Statutory liability for personal injury and under the Product Liability Act remains unaffected.
- 9.4 Leipziger Messe shall not be responsible for disruptions, delays and/or damage caused by force majeure, in particular natural events.

§ 10 Data protection

- 10.1 Leipziger Messe processes customers' personal data in compliance with the relevant data protection regulations. Personal data (in particular

name, address, email address, telephone number, etc.) will be collected, processed and used by Leipziger Messe to the extent necessary for the establishment, organisation, modification or fulfilment of the contractual relationship.

- 10.2 Leipziger Messe is entitled to transfer the data to third parties commissioned by it to perform the contract and to the guest organiser, insofar as this transfer is necessary to fulfil the contract for attending the event or to enable them to offer further services in connection with the event.
- 10.3 The customer may object to the use or transfer of their data for advertising purposes or for market or opinion research purposes at any time and revoke any consent given in this regard. The customer will be informed of this right of objection each time they are contacted for advertising purposes.

§ 11 Health protection

- 11.1 Leipziger Messe is entitled to refuse visitors access to the event if measures to be observed by visitors, which are intended to ensure the safe running of the event (in particular health protection), are not complied with by the visitor concerned. In such cases, fees paid are generally non-refundable.
- 11.2 The above provisions in paragraph 11.1 shall not apply if the measures to be observed at have not been made known in particular through the house rules of Leipziger Messe (available at: <https://www.leipziger-messe.de/de/meta/>), through notices in the relevant entrance areas of the exhibition grounds on the day of the event or through online publications.

§ 12 Miscellaneous

- 12.1 In addition to the General Terms and Conditions, separate (in particular the General Terms and Conditions of the guest organiser) and supplementary conditions (in particular the house rules of Leipziger Messe) apply, in particular with regard to access to the events and halls, the staging of the event and public safety and order at Leipziger Messe.
- 12.2 Each customer irrevocably consents to the use of their image free of charge for all current and future media formats in photographs, live

broadcasts, transmissions and/or image/sound recordings made by Leipziger Messe, a guest organiser or a vicarious agent in connection with the event.

- 12.3 Leipziger Messe has a code of conduct for the Leipziger Messe Group for lawful and responsible conduct. This code is available to the customer at: <https://www.leipziger-messe.de/verhaltenskodex-pdf>.
- 12.4 Should any provision in these General Terms and Conditions or in the General Terms and Conditions of the guest organiser be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions.
- 12.5 All legal relationships between the contracting parties shall be governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods.
- 12.6 The place of performance and jurisdiction for all disputes arising in connection with this contractual relationship is Leipzig, provided that the customer is a merchant or has his place of residence abroad.

§ 13 Terms of use of the MDV

- 13.1 If expressly stated on the respective ticket, this entitles the holder to travel to and from the event venue on the day of the event at no additional cost using the public transport services of the Mitteldeutscher Verkehrsverbund (MDV) in zone 110 (2nd class). The transport contract is concluded directly between the customer and the MDV, exclusively in accordance with the MDV's terms and conditions of carriage and fare regulations valid at the time of ticket ordering. Leipziger Messe collects the travel costs included in the ticket price, including VAT, on behalf of and in the name of the MDV.
- 13.2 The name entered on the online ticket and the name on the travel authorisation must be identical. The travel authorisation is non-transferable and only valid in conjunction with an official photo ID or similar proof of identity from an educational institution. This must be presented without being asked in conjunction with the online ticket during ticket inspections.
- 13.3 If weekdays are printed on a ticket, the customer must tick the

corresponding day of the visit on the ticket before starting the journey. The ticket is then valid for the duration of the event on that day. In the case of a season ticket, the ticket is valid for the entire duration of the event for all journeys to and from the event venue in the zones specified in § 13.1. The ticket is only valid in conjunction with the presentation of a valid identity card.

V. Additional conditions for public fairs, trade events (congresses, seminars, etc.), conferences and other events

A processing fee of 25.00 Euro will be charged for any invoice transfers requested by the customer. The above prices are exclusive of statutory value added tax.

Leipziger Messe reserves the right to replace announced speakers with others and to make necessary changes to the event programme while maintaining the overall character of the event. If it is unable to hold the event due to force majeure, the unavailability of a speaker, disruptions at the venue or an insufficient number of participants, participants will be informed immediately. The participation fee will be refunded if the event is cancelled due to insufficient numbers. There shall be no entitlement to reimbursement of travel and accommodation costs or loss of working hours, unless such costs are incurred as a result of gross negligence or wilful misconduct on the part of Leipziger Messe.

The event-related presentations and documentation are protected by copyright and may not be reproduced, distributed or used commercially in any form, including in excerpts, without the consent of Leipziger Messe and the respective speakers. The prior consent of Leipziger Messe must be obtained for all film and sound recordings intended during the event. Photography is not permitted. Leipziger Messe accepts no responsibility or liability for any inaccuracies in the content of the presentations and documentation.