

# General Terms of Use and Conditions of Business for Online Registration of spring Messe Management GmbH

## 1. General

These General Terms of Use and Conditions of Business (hereinafter referred to as “**Terms**”) apply to electronic ordering of all kinds of admission tickets (hereinafter referred to simply as “**tickets**”) via the visitor registration of spring Messe Management GmbH, Am Friedensplatz 3, 68165 Mannheim (hereinafter referred to as “**spring**”) from the respective website of the event (hereinafter referred to as “**website**”). spring cooperates with the social networking website “XING” on ticket ordering and has adopted its frame for ticket ordering on the respective website.

Any counter-confirmations from the customer referring to his own General Terms of Business or Purchasing Conditions are hereby rejected. Deviations from these General Terms and Conditions of Business are only effective when they have been expressly confirmed in writing by spring.

spring is responsible in this respect for the conclusion and performance of the contract for the purchase of tickets, i.e. in particular for the sending of tickets using the print@home method and the ticket codes requiring registration through their service provider Index Internet and Mediaforschung GmbH, Zinnowitzer Str. 1, 10115 Berlin (hereinafter referred to as “**Index**”) or through XING Events GmbH, Sandstr. 33 80335 München (hereinafter referred to as “**XING**”).

spring reserves the right to change these terms at any time whereby such changes shall enter into force as soon as they are published on this website. spring also reserves the right to completely or partially shut down or change the website at its own discretion and without prior notice.

By placing an order, the purchaser of tickets accepts these terms (hereinafter referred to as “**customer**”). Any customer terms that deviate from these terms have no validity. Unless the context otherwise demands, words importing any particular gender shall be interpreted to mean any or all genders.

## 2. Warranty

The warranty complies with statutory provisions unless an alternative regulation is provided below. spring cannot guarantee the following:

- The permanent and uninterrupted availability of the website and that the website will always be accessible for the participant, is technically free of errors and does not contain any mistakes in its content. In particular, maintenance, security or capacity issues as well as events that are outside the sphere of influence of spring (such as disruptions to public communications networks, power cuts etc.) may lead to short-term disturbances or temporary cessation of services. Neither Index nor spring can guarantee that the website is free of viruses or other sources of disruption. Liability is therefore also excluded.
- The accuracy of offers from third parties, in particular from the cooperation partners of spring that are promoted on this online platform or are associated with the acquisition and use of admission tickets for exhibitions and events organised by spring.
- The accuracy and completeness of all links and references to external content that are made in connection with the use of the online platform. In particular, spring does not accept responsibility when e-mails or data entries do not comply with the technical requirements laid down in these terms or those specified for the website and are then not accepted and/or adopted by the system.

## 3. Use of this website

The customer undertakes to only use this website for advance registration. It is forbidden to set up deep links to this website - for whatever purpose it may be - without specific permission.

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. He also undertakes not to disturb the proper functioning of this website, by whatever means, in particular not to deliberately overload the system infrastructure of spring.

spring shall pursue any illegal and/or unauthorised use of this website, in particular unauthorised tickets sales, unauthorised framing or linking of the website or the unauthorised use of any robot, spider or other software and shall take appropriate steps to initiate civil and criminal proceedings.

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### **4. Contract conclusion**

#### **Ticket registration on the exhibition website:**

The customer submits his offer for a contract conclusion by sending off the compulsory online registration by clicking on the corresponding buttons. When submitting the order, the customer accepts these terms as binding.

When the ticket order has been received, the customer receives a confirmation message by e-mail from Index on behalf of spring. At the same time, the customer receives a PDF file to print out the tickets using the print@home method on his home computer.

When the first confirmation message is sent by e-mail to the customer, a purchase contract for the tickets is concluded between the customer and spring (hereinafter referred to as “**contract**”).

#### **Ticket registration on the exhibition website through XING:**

The customer submits an offer to conclude a contract by completing and sending off the compulsory online registration form by clicking on the corresponding buttons.

When submitting the order, the customer acknowledges the binding nature of these Terms.

XING shall act as a commercial representative or agent, operating in the name of and for the account of the event organiser and processing the purchase agreement on the latter's behalf.

Consequently the terms and conditions and data protection regulations of XING also apply.

When the ticket order has been received, a PDF file is delivered to the customer to print at home.

As soon as the first confirmation mail is sent to the customer, a purchase contract (hereinafter referred to as “**contract**”) for tickets comes into being between the customer and spring.

### **5. Ticket Code requiring registration**

The customer can register online for a ticket for the exhibition beforehand. When pre-ordered online, tickets can be obtained at a discount compared to purchasing the ticket on site at the exhibition.

When registering for a discounted or free visitor ticket following the invitation of an exhibitor, Index sends - on behalf of and by order of spring and at the risk of the inviting exhibitor - one ticket code requiring registration per ticket together with the invitation mail at the time of contract conclusion, to the e-mail address given by the exhibitor.

The ticket code can be redeemed on the registration website of the respective specialist exhibition. A transfer of the ticket code to a third party is not permitted.

As part of the compulsory ticket registration, the consent of the customer or registering person is required for the data processing of his profile data. The customer or registering person is therefore requested to submit a declaration of consent (see point 14). Without this declaration of consent, it is not possible to achieve successful registration and the ticket cannot be issued as a PDF file for printing. The rules laid down in point 13 of these terms apply to the printing of the registered ticket.

Following successful registration, the ticket is personalised and therefore no longer transferable.

### **6. print@home**

The despatch of the tickets is carried out by Index or XING on behalf of and by order of spring at the risk of the customer and is sent with the confirmation mail at the time of contract conclusion by e-mail as (a) PDF file(s).

Technical requirements:

- Installation of Adobe Acrobat Reader on the PC/MAC used.
- Your admission ticket has a barcode which allows access to the exhibition in the entrance area. The customer is responsible for ensuring that the barcode on the ticket is not blurred or damaged on printing or at a later date.

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The customer is obliged to check the ticket immediately after receipt for accuracy and completeness, i.e. in particular to check the name of the event, the date, time, price and number and to send any complaints to spring in writing by e-mail within 3 working days.

The delivery of the registered ticket(s) using the print@home method is carried out directly at the customer's office by printing out the ticket that has been sent electronically to the customer. The customer is only allowed to produce one printed copy of each ticket for the intended purpose; he is moreover not entitled to reproduce, copy or change - in whatever way - the printed ticket.

A print@home ticket that has been copied or resold without authorisation does not entitle the holder to visit the event. The bar code on the ticket can only be used once and is validated electronically by barcode scanners at the event venue. It is therefore excluded that e.g. by copying the barcode, other people with the same barcode can gain access to the event.

Should copies of this print@home ticket appear, spring reserves the right to deny access to the event to the owner of the copies or the owner of the print@home ticket that was copied without authorisation.

spring also reserves the right to demand payment for the full value of the copied print@home tickets from the customer whose ticket was copied in an unauthorised manner as he is at fault. spring can bear no responsibility for any inconvenience caused by the unauthorised copying or misuse of this print@home ticket.

The print@home tickets should be stored in a safe place like cash or conventional tickets to prevent misuse. spring does not accept any liability for the loss and/or misuse of the ticket.

### **7. Validity of admission ticket / access restriction**

Only trade visitors have access to most of the exhibitions organised by spring. With his order, the customer issues a binding confirmation that he has trade visitor status - if this is necessary. spring is entitled to request proof of trade visitor status in an appropriate way and to deny access to people who do not have the required trade visitor features; any claims of the customer - of whatever kind, in particular for reimbursement of costs incurred in acquiring the admission tickets and claims for damages - are excluded. The following groups are permitted to attend: all those working in human resources, education and further training, recruitment, company management and also those responsible for the use and maintenance of software and for its procurement. It must be possible to verify the trade visitor's eligibility to attend when purchasing the ticket to the exhibition. Children and young people under the age of 16 require a valid ticket to enter the exhibition and must be accompanied by an adult.

It is the customer's responsibility to obtain full information in good time concerning the relevant entry requirements for travel to the Federal Republic of Germany, in particular concerning any requirement for a visa. spring is not liable for any losses or other disadvantages that may arise for the customer from failing to observe this rule.

### **8. Prices**

The prices for tickets are always subject to change and include statutory VAT.

### **9. Payment conditions**

**Ticket registration on the exhibition website:** The total amount including VAT is due for payment on site. spring provides the following payment options on site: Credit cards (Visa, MasterCard), German debit card or cash. The tickets remain the property of spring until they have been paid in full. A receipt is issued on payment. No separate invoice is issued.

There is no entitlement to the issue of an invoice document.

Any questions concerning payment and/or invoicing can be sent direct to spring Messe Management GmbH [finance@messe.org](mailto:finance@messe.org).

### **Ticket registration on the exhibition website through XING:**

Please note the payment terms of XING shown separately. See the XING terms and conditions when ordering tickets.

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### **10. Return of tickets / Withdrawal rights**

**Ticket registration on the exhibition website:** A return of tickets is excluded in accordance with section 312b paragraph 3 BGB (German Civil Code) and it is also not possible to withdraw from the contract. The only exception to this rule applies to tickets for (a) cancelled or (b) postponed events. In the latter case, tickets do not need to be returned but are automatically declared invalid.

If spring obtains information about cancelled or changed event dates, spring shall inform customers by e-mail immediately provided that the customer entered a valid e-mail address when making the order.

#### **Ticket registration on the exhibition website through XING:**

Customers can withdraw from their declaration to enter into a contract in writing (e.g. by letter, fax or e-mail) within 14 days, without having to give a reason for doing so. The 14-day period shall commence following receipt of these instructions in writing but not before the contract is concluded and also not before we have fulfilled our obligations to provide information in accordance with Article 246, Section 2 in connection with Section 1 Paragraphs 1 and 2, Introductory Act to the Civil Code, and also our obligations in accordance with Section 312g, Paragraph 1, Sentence 1 German Civil Code in connection with Article 246, Section 3, Introductory Act to the Civil Code. The declaration of withdrawal simply needs to be dispatched punctually to meet the withdrawal deadline. The declaration of withdrawal must be sent to:

#### **XING Events GmbH**

**Sandstr. 33**

**80335 München**

**Fax: +49 89 552 73 58-10**

**E-mail: [info@xing-events.com](mailto:info@xing-events.com)**

#### **Consequences of withdrawal**

In the case of an effective withdrawal, the benefits received by both parties are to be returned and any profit derived therefrom (e.g. interest) shall also be returned. If the benefits and profits received (e.g. benefits of use) cannot be returned at all or can only partially be returned or only in a deteriorated condition, the customer must pay compensation for lost value accordingly. This may result in the customer having to meet the contractual payment obligations for the period up until withdrawal anyway. Obligations to refund payments must be met within 30 days. For the customer, this time period commences when he sends off the declaration of withdrawal and for XING, when it is received.

#### **Special instructions:**

Your right of withdrawal shall expire prematurely if the agreement has been completely performed by both sides upon specific request before the customer exercised his right of withdrawal.

#### **- End of withdrawal instructions -**

#### **Exclusion of the right of withdrawal:**

The above right of withdrawal shall not apply if the customer is deemed to be exercising his commercial or self-employed professional activities when concluding the legal transaction and is therefore deemed to be an entrepreneur (Section 14 German Civil Code).

The right of withdrawal towards XING does not apply to contracts that are not concluded between the customer and XING but between the customer and a third party. Any rights of withdrawal can only be invoked against the third party in such circumstances. There is consequently no right of withdrawal towards XING regarding the ticket purchase in the context of the event platform.

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### **Other important information:**

The customer expressly agrees that XING can begin providing the service before the end of the withdrawal period.

Customers must pay the agreed remuneration for services supplied to the customer by XING in the period up to withdrawal.

### **11. Cancellation and changes to bookings**

#### **Ticket registration on the exhibition website:**

Payment is to be made immediately on site. The customer will not incur any charges if the ticket is not redeemed. Any tickets not redeemed shall expire. It is not possible to issue separate invoices.

#### **Ticket registration on the exhibition website through XING:**

The rules for distance selling apply in accordance with Section 312b, Paragraph 3, German Civil Code, the return of tickets is only permitted if the **cancellation conditions** are observed.

Please note that if we receive a cancellation up to 30 days before the event begins, it will incur cancellation fees plus ticket fees. The cancellation fees shall be borne by the purchaser. If the cancellation is made up to 11 days before the event begins, the person cancelling the booking must pay 50% of the event fees. If cancellation is made less than 11 days before the event begins, the full event fee must be paid. Requests for cancellation and booking changes must be made in writing to [messeproduktion@messe.org](mailto:messeproduktion@messe.org).

Further exceptions apply to tickets for a) cancelled or b) postponed events. In such cases, tickets do not need to be returned but will be automatically declared invalid.

If spring receives information about cancelled events or changes to the dates of events, spring will inform customers of this by e-mail immediately provided the customer entered a valid e-mail address when making the order.

### **12. Liability, compensation for damages**

spring only assumes unlimited liability for losses incurred by the customer and/or the registered person in cases of intentional or grossly negligent conduct on the part of spring.

In cases of slightly negligent breaches of duty, spring is only liable for a breach of its essential contractual obligations (cardinal obligation). In this case, the liability assumed by spring shall be limited to the direct damage that is foreseeable and typical for this type of contract. This also applies to breaches of duty by the legal representatives and/or vicarious agents of spring.

Liability for culpable injury to life, limb or health shall remain unaffected by this limitation of liability.

### **13. Prohibition of commercial use**

The purchase of tickets for resale is generally prohibited. In the case of a prohibited transfer of tickets, spring is entitled to block the affected tickets and to deny the ticket holder access to the event without any compensation.

### **14. Personal data / Purpose of data collection**

Personal data is information that can be specifically assigned to the customer. This includes information such as name, postal or e-mail address. Personal data is automatically stored by spring if the customer provides spring with such data voluntarily e.g. during visitor registration. When registering visitor tickets, the following mandatory information must be provided, also to be able to prove trade visitor status: company, street, postcode/country, industry, size, title, last name, first name, position, e-mail address.

### **15. Declaration of consent**

#### **Ticket registration**

The customer agrees in the case of ticket registration that spring may use his mandatory details and his additional voluntary information for ticket registration.

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The mandatory details and the date of ticket registration and use may be passed to the exhibitor who invited him. The exhibitor and the named event organiser may use this data for their current and future exhibition planning. If the customer's registered office is located abroad, the customer also agrees that spring may pass on his mandatory details and voluntary information to the diplomatic mission abroad responsible for his registered office. Promotional use of this data is made in line with the declaration of consent that can be handed in during ticket registration.

### **16. Miscellaneous**

Every visitor irrevocably consents for all current and future media formats to the free use of his picture for photographs, live broadcasts, and/or image/sound recordings that are made by spring, a guest organiser or a vicarious agent in connection with the event.

The event-related presentations and documentation are protected by copyright and must not be copied, disseminated or used for promotions in any form - not even excerpts - without the consent of spring and the respective speakers. The prior approval of spring must be obtained for any film and sound recordings planned for the period of the event. Photographs are not allowed. spring cannot accept any responsibility or liability for any incorrect information in the presentations and documentation.

### **17. Place of jurisdiction and applicable law**

German law applies exclusively to the exclusion of the UN Sales Convention (CISG). The sole place of jurisdiction is Mannheim.

### **18. Final provisions**

Should any or several provisions in these terms be or become ineffective, the validity of the remaining terms and the validity of the contract shall be unaffected. Only the German version of these terms is the legally binding version

As of March 2019