

General Terms and Conditions for the Purchase of Tickets Ticket General Terms & Conditions

§ 1 Scope of General Terms & Conditions for Tickets

- 1.1 The purchase of tickets (hereinafter "tickets") for events taking place on the premises of Leipziger Messe GmbH (hereinafter "Leipziger Messe") and designated events outside the above premises is subject to these General Terms & Conditions (hereinafter GT&C) that are accepted by visitor when ordering the ticket.
- 1.2 Subject of the contract governed by these GT&C is the supply of tickets for fair and other events (hereinafter "events") of Leipziger Messe or its partners, for whom Leipziger Messe undertakes ticket sales (the latter hereinafter referred to as "guest organiser" and "guest events", respectively). Contractual relations with regard to attendance at the event are established exclusively between the visitor and respective (guest) organiser through the purchase of tickets.
- 1.3 Unless otherwise stated in the ordering procedure, in the case of a guest event Leipziger Messe acts solely as a go-between for the event contract in the name and on behalf of the respective guest organiser. The event performance is primarily subject to the GT&C of the respective guest organiser, of which visitor is informed separately when placing the order. Claims concerning breach of duty of the event contract shall be raised solely against the guest organiser.
- 1.4 With regard to the conclusion of contract, prices and terms of payment, terms of mailing and liability, use of public transport, data protection and other terms (§§ 2-4, 8-11 of the GT&C), these ticket GT&C shall apply to all events as an agreement entered into by visitor and Leipziger Messe directly, separate from the event contract. Article 5 of the GT&C shall only apply to events of Leipziger Messe; Articles 6 and 7 shall apply where Leipziger Messe itself is the organiser, or the GT&C of the guest organiser provided no overriding terms are contained.
- 1.5 Any deviating terms of visitor shall not become integral part of the contract, even if Leipziger Messe does not expressly contradict the same.

I. Sale of Tickets

§ 2 Conclusion of Contract

If orders are placed offline (not via the internet), the contract shall be considered concluded when a duly completed ticket-order form has been sent to Leipziger Messe and Leipziger Messe subsequently sends the tickets to visitor.

All offers by Leipziger Messe are subject to confirmation and without commitment unless expressly stated otherwise. Ticket orders via the internet portal of Leipziger Messe (online ticket orders) shall be subject to the following conditions:

- 2.1 Details of the time, nature, content and admission price of the event on the website of Leipziger Messe shall not be considered a binding offer of a contract but merely an invitation to visitor to submit an offer. The visitor submits a binding offer as soon as he/she placed an online order by clicking the "send order" button.
- 2.2 An automatical e-mail by which Leipziger Messe merely acknowledges receipt of the order shall not be deemed a binding acceptance of the visitor's offer to buy. An electronic confirmation shall specifically not mean that an event contract has been concluded. Leipziger Messe only accepts the visitor's offer (on behalf of the Guest Organiser if applicable) after having checked the ticket availability, via express order confirmation, by sending the ordered tickets or - in the print@home procedure - by release of print@home tickets.
- 2.3 Should, at the time of order processing, the number of tickets of the ordered category be unavailable, Leipziger Messe shall assign visitor an alternative category, to the extent available, provided visitor agrees to it after receipt of the ticket. The visitor's attendance at the event shall be regarded as implied declaration of consent.
- 2.4 Though the GT&C (and, where applicable, also the GT&C of the Guest Organiser) are still accessible to visitor on the website of Leipziger Messe after the order procedure has been completed, he/she should save or print out the GT&C for his records, because the website gives only the latest version of the GT&C. The visitor's order details are saved by Leipziger Messe but are no longer accessible for visitor on this website after the contract has been concluded so that should be printed beforehand.

§ 3 Prices and Terms of Payment

- 3.1 Payment shall be made by Giropay, Paypal or credit card. All amounts fall due for payment immediately and without deduction upon conclusion of the contract.
In the case of a guest event Leipziger Messe collects the amount payable from the visitor on behalf of the guest organiser. In the case of a guest event Leipziger Messe collects the amount payable from the visitor on behalf of the guest organiser.
- 3.2 The statutory rate of value-added tax is included in the final price. If visitor wishes the invoice to be sent as hardcopy, we will charge a service fee of 1 EUR (incl. V.A.T.).
- 3.3 In case of non-payment Leipziger Messe may have the tickets blocked.

§ 4 Mailing, Printing and Collection

- 4.1 Tickets will be mailed by Leipziger Messe immediately after conclusion of contract by ordinary mail. The tickets shall remain the property of Leipziger Messe until payment in full.
- 4.2 The mailing of tickets is performed at visitor's risk, unless intent or gross negligence exists on the part of Leipziger Messe or its agents.
- 4.3 For events marked accordingly, visitors can download the tickets from the internet and print them via print@home. Visitors receive access data for a protected sector of the website by e-mail and can produce and print tickets on ordinary DIN A4 paper. For more details on the print@home procedure please see FAQ on the website www.leipziger-messe.de/service.
- 4.4 Visitor shall examine the assigned tickets immediately on their becoming accessible or receipt for compliance with the order receipt or order confirmation details sent to him. In the case of apparent faulty delivery, in particular in the event of incorrectly issued tickets (e.g. incorrect seat category, incorrect event) such tickets shall be replaced free-of-charge on return of the faulty tickets provided visitor reports the error without delay (within one week after receipt) in writing, to the address: Leipziger Messe GmbH, Abt. TS-MV, Messe-Allee 1, D-04356 Leipzig or via e-mail [tickets@leipziger-messe.de].
- 4.5 If, in the case of selected events, collection of the tickets is foreseen, visitor shall collect the same on the day of the event, in good time, at the designated counters of Leipziger Messe, by presenting the order confirmation and its identity card.

II. Event Services

§ 5 Withdrawal

5.1 Withdrawal of the visitor as a consumer:

Visitors being consumers (§ 13 German Civil Code) shall have the right of revocation for Leipziger Messe events and guest events pursuant to the following **conditions**:

Right to withdraw from a contract

You have the right to withdraw from this contract with fourteen days without citing reasons.

The time period for withdrawal shall be fourteen days starting from the day the contract is concluded.

To exercise this right, you must inform us (Leipziger Messe GmbH, Abteilung TS-MV, Messe-Allee 1, 04356 Leipzig, E-mail: tickets@leipziger-messe.de, Fax: + 49 (0) 678 8080) of your decision to withdraw from this contract by way of explicit declaration (e.g. by letter sent by post, fax, or email). To accomplish this, you may use the attached sample cancellation form; however, there is no requirement to use this particular form.

Mailing the notice that you have decided to exercise the right to withdraw prior to the expiration of the 14-day time period shall be sufficient to meet the deadline requirements.

Consequences of withdrawal

If you revoke or cancel the contract, we must immediately reimburse you for all of the payments we have received from you, including shipping and handling (with the exception of additional shipping and handling fees arising from your choice of another type of shipping than the lowest-cost standard shipping offered by us) and at the latest within fourteen days starting from the date we received the notice from you regarding your withdrawal from this contract. Reimbursement shall be made by us using the same type of payment as was used for the original transaction, unless another arrangement is expressly made with you; in no case, will you be charged any fees for the reimbursement. We may refuse to make a reimbursement until the goods have been returned to us or until you have provided proof that you have sent the goods back, depending upon which occurs first.

You must immediately return or handover the goods to us without exception within fourteen days at the latest starting from the date you informed us of the decision to withdraw from the contract. This deadline shall be considered met if you ship the goods before the fourteen-day period expires.

You shall cover the direct costs of returning the goods.

You shall only be liable for any loss of value to the goods if any such loss of value can be attributed to the unnecessary handling of the goods for the purpose of verifying the appearance, characteristics or functionality of the goods.



Special information

Your right of revocation shall expire early if the contract has been fulfilled completely by both parties at your express request before you have exercised to right of revocation.

End of the conditions

Sample Cancellation Form

If you wish to withdraw from the contract, then please fill out this form and return it to us at the following address:

Leipziger Messe GmbH,
Abteilung TS-MV
Messe-Allee 1, 04356 Leipzig
E-mail: tickets@leipziger-messe.de
Fax: + 49 (0) 678 8080

I/We hereby withdraw from the contract signed by me/us for the purchase of the following goods / performance of the following services:

(Designation of the goods, price, barcode on the ticket)
Please enclose a copy of the ticket with your declaration of withdrawal.

Goods ordered on:

Date

Goods received on:

Date

Name and address of the consumer

Date

Customer signature

(only for written notices of cancellation)

In case of guest events any right of revocation shall be subject to the organizer's terms and conditions but the reverse transaction will be handled by Leipziger Messe. After the expiration of the revocation period the tickets ordered can no longer be returned. Any claim of warranty (§ 7) shall remain unaffected.

- 5.2 If events are adjourned the tickets shall remain valid for the new date of the event. In such case the visitor may choose whether to attend the event on the new date or withdraw from the event contract and return his/her ticket against refund of the purchase price. Withdrawal is only possible up to three days before the new event date and shall be communicated by visitor in writing to: Leipziger Messe GmbH, Dept. TS-MV, Messe-Allee 1, D-04356 Leipzig or via e-mail [tickets@leipziger-messe.de].
- 5.3 Tickets shall also be taken back by Leipziger Messe if the event is required to be cancelled without substitution. In such case, the tickets shall be taken back and the purchase price refunded on visitor's written request up to four weeks after the event date to the address given under § 5.2 or by e-mail.
- 5.4 In the event of withdrawal or return, tickets will lose their validity also with respect to free public transport (see § 9). When tickets are taken back pursuant to § 5.2 or § 5.3 Leipziger Messe will refund the full selling price of the tickets. Further claims, such as for reimbursement of travel expenses incurred, cannot be asserted against Leipziger Messe.

§ 6 Resale

- 6.1 For security reasons and to avoid black illicit trade and ticket touting, tickets may only be purchased for own private or entrepreneurial use. Visitor undertakes to purchase and use the tickets solely for his/her own purposes.
- 6.2 The purchase of tickets for the purpose of trade or commercial resale, and any offer and resale of tickets with the intent to realize profits shall be subject to the prior written approval by Leipziger Messe. Tickets may not be resold at a price higher than the one printed on the ticket. In particular, it is not permitted to offer tickets at internet auctions (e.g. eBay) or by press, radio or other media with the intent to realize a higher price.
- 6.3 In the event of breach of the aforementioned terms Leipziger Messe may refuse selling tickets to the visitor concerned in future and forbid to enter the house.

§ 7 Warranty

- 7.1 Leipziger Messe shall only be liable for the organization, performance and quality of the event when it is the organiser itself. For guest events the respective guest organiser shall be solely responsible. In case of guest events no liability will be assumed by Leipziger Messe for the correctness of the information communicated by the guest organiser (e.g. on the website advertising the guest event).
- 7.2 Leipziger Messe reserves the right to make changes to programme and cast. The right to refund and take back the tickets only exists where the change is not insignificant or where visitor cannot reasonably be expected to accept the change in view of its justified interests.
- 7.3 Apart from that claims for defect may only be raised against Leipziger Messe if the usability of the supplies and services provided by Leipziger Messe is significantly hampered.
- 7.4 Warranty liability for initial letting defects shall be excluded.

III. General Final Provisions for All Events

§ 8 Liability of Leipziger Messe

- 8.1 Leipziger Messe shall pay damages and reimburse wasted expenditure, irrespective of legal grounds (contract, tort), to the following extent only:
- at full amount in case of intent, gross negligence and where Leipziger Messe has expressly assumed in written form a contractual guarantee or procurement risk;
 - in all other cases only if essential contractual obligations are neglected, without which the achievement of the respective contractual purpose would be jeopardized and where visitor may therefore rely on the performance of the same, as well as for default and claims arising from liability for defects/warranty, however, limited to compensation of typical and foreseeable loss.
- 8.2 To the extent the liability of Leipziger Messe is effectively excluded or limited by the aforementioned terms, the same shall also apply to the personal liability of employees, other staff, organs, representatives and agents of Leipziger Messe.
- 8.3 Statutory liability in the event of personal injury and under product liability law shall not be affected by it.
- 8.4 No liability will be accepted by Leipziger Messe for any disruption, delay and/or loss caused by force majeure and acts of God in particular.

§ 9 Use of MDV public transport

- 9.1 To the extent expressly indicated on the respective ticket, it entitles visitor, on the date of the event, to travel to and from the exhibition centre by public means of transport of Mitteldeutscher Verkehrsverbund (MDV) within the zones 110, 151, 156, 162, 163, 168, 210, 225 (2nd class). The contract of transport is concluded between the visitor and MDV directly exclusively under the transport conditions and fare terms of MDV applicable when the ticket is ordered. The travel cost portion including value-added tax contained within the ticket price will be collected by Leipziger Messe on behalf of and in the name of MDV.
- 9.2 Where weekdays are printed on the ticket visitor shall tick off the corresponding day of visit on the ticket before departure. The entitlement to travel shall then apply to the time period of the event on that day. A multi-day ticket includes all travels to and from the exhibition centre during the entire event in the zones stated in § 9.1. The entitlement to travel is only valid in conjunction with a valid identity card.
- 9.3 Online tickets allowing free transport by MDV are only valid if signed where indicated prior to departure. The name on the ticket and the name of the entitlement to travel must be identical. The entitlement to travel is not transferrable and only valid in connection with an official photo ID or similar proof of identity by an educational institution. It shall be presented together with the online ticket in case of ticket check.

10. Data protection

- 10.1 Leipziger Messe processes the personal data of visitors in accordance with applicable data protection law. The personal data (in particular name, address, telephone number, e-mail address, credit card data etc.) are collected, processed and utilised by Leipziger Messe to the extent required for establishing, structuring, amending or fulfilling the contractual relationship.
- 10.2 Leipziger Messe shall be entitled to disclose the data to third parties commissioned by it with the fulfilment of the contract and to the guest organiser, to the extent such disclosure is necessary fulfil the contract for the attendance at the event or to enable them to offer more services in the context of the event.
- 10.3 Visitors may contradict at any time towards Leipziger Messe the use or disclosure of their data to any third party for advertising purposes or market research or opinion polls, and revoke a relevant consent previously given. Visitors will be repeatedly informed on this right of revocation upon every advertising contact.

§ 11 Miscellaneous

- 11.1 In addition to the GT&C, separate (in particular the GT&C of the guest organiser) and supplementary conditions (in particular the house rules of Leipziger Messe) shall also apply, in particular with regard to access to the events and exhibition halls, performance of the event and public safety and order at Leipziger Messe.
- 11.2 Every visitor irrevocably agrees, for all present and future media formats, to the free-of-charge utilisation of his image for photographs, live broadcasts, programs and/or audio/visual recordings made by Leipziger Messe, a guest organiser or their agents in relation to the event.
- 11.3 Should a provision of these GT&C or the GT&C of the guest organiser be or become invalid or unenforceable, it shall not affect the remaining terms.
- 11.4 All legal relations of the contractual partners shall be subject to German law exclusively, with exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 11.5 Place of performance and jurisdiction for all disputes arising out of this contractual relationship shall be Leipzig, to the extent visitor is a businessman or has his place of residence abroad.



Special conditions for congresses, seminars, meetings and conferences

Your ticket order is binding. In view of the fact that the seating capacity is limited, a contract will only become effective once you have confirmed your attendance or congress documents have been sent out. No substitute can be claimed for lost tickets.

Tickets may only be cancelled free of charge up to two weeks prior to the event. The relevant amount can only be credited after the ticket and all congress material have been received by us. No such credit can be made for any later cancellation and/or non-attendance.

Orders, changes or cancellations must be made in writing. Rebookings of courses or congress tickets of any kind are subject to a service fee of EUR 10.00; names can be changed free of charge. A service fee of EUR 25.00 will be due, if the purchaser causes a change of invoice. The fees mentioned before are subject to value-added tax (V.A.T.)

Leipziger Messe reserves the right to substitute previously announced speakers and make the necessary changes to the programme while maintaining the overall character of the event. If the event cannot be held due to acts of God, inability of speakers to attend, disruptions at the event location or insufficient attendance figures, participants will be notified immediately. Attendance fees will be refunded if the event is cancelled due to insufficient attendance. Any claim for refund of travel and accommodation expenses or loss of work shall be excluded, unless such costs are the result of grossly negligent or wilful acts on the part of Leipziger Messe.

Presentations and documentation related to the event are protected by copyright law and may only be copied, distributed or used for commercial purposes in any form - including excerpts - with the approval of Leipziger Messe and the respective speakers. Prior approval by Leipziger Messe is also required for films and audio recordings during the event. Taking photos is not permitted. No responsibility or liability will be accepted by Leipziger Messe for incorrect presentations and documentation.

As for the rest the General Ticket Terms and Conditions shall apply.