

## General Terms & Conditions for the Purchase of Tickets

### I. General

#### § 1 Scope of General Terms & Conditions for Tickets

- 1.1 The purchase of tickets for events taking place on the premises of the Leipziger Messe GmbH (hereinafter "Leipziger Messe") and designated events not taking place on the above premises is subject to these General Terms & Conditions (hereinafter "GT&C"), which are accepted by the visitor when ordering tickets. Any deviating terms of the visitor shall not become an integral part of the contract, even if the Leipziger Messe does not expressly contradict said terms.
- 1.2 Subject of the contract governed by this GT&C is the supply of tickets for fairs and other events (hereinafter "events") hosted by the Leipziger Messe or its partners (hereinafter referred to as "guest organiser" or "guest events") for whom the Leipziger Messe conducts ticket sales.
- 1.3 Contractual relationships regarding event attendance are established solely between the visitor and respective guest organiser through the purchase of tickets. Unless otherwise indicated in the ordering procedure, for guest events the Leipziger Messe acts solely as an intermediary on behalf of the guest organiser in regard to the event contract (Veranstaltungsvertrag). The GT&C of the guest organiser shall take precedence over any other in regard to event performance. Visitors shall be informed of such terms and conditions separately when placing the order. Any claims asserting legal breaches of duty in connection with the event contract shall be raised solely against the guest organiser.
  - 1.3.1 At visitor's option the contracts are concluded in German or English language. In case of disputes as regards the interpretation of the German Terms and conditions the German version shall prevail.

#### § 2 Admission Requirements

- 2.1 For certain events only professional visitors or persons of a certain age shall be granted admittance. Specific admittance requirements can be found on the internet site for the event in question. The Leipziger Messe has the right to enforce any rules regarding admittance in an appropriate manner and to deny admittance to any persons who fail to meet the requirements. Any demands asserted by the visitor—regardless of their nature, in particular demands for reimbursement of the price of the ticket and/or catalogue, or damage compensation—are hereby precluded.
- 2.2 The visitor shall bear the responsibility to inform himself in full and in a timely manner of the pertinent requirements for entering the Federal Republic of Germany (e.g. visa requirements). The Leipziger Messe shall not be liable for any damage or

other disadvantages which could be suffered by the visitor as a result of failing to observe this condition for admission.

## **II. Sale of Tickets**

### **§ 3 Contract Conclusion**

3.1 Ticket orders placed via the internet portal of the Leipziger Messe (hereinafter referred to as "online orders") shall be subject to the following conditions:

3.1.1 The ticket sale via the internet portal is rendered via an automated shop system. The availability of tickets is checked automatically upon entry of the order details already. If unavailable, visitor gets a relevant information or alternative proposals to the extent possible.

Upon entry of the order the visitor gets a summary of the data and order entered. To change the same it is necessary to scroll up to the input screen where the data can be changed.

By pressing the "Order with costs" button after the means of payment has been chosen the contract becomes effective.

3.1.2 After purchase the visitor will get a purchase confirmation by email that also includes a link to the visitor's account showing a summary of the order details and the tickets ordered, the associated invoice and where these General Terms and Conditions can be downloaded. Visitor may print and/or store these documents (tickets, invoice, GT&C).

Although the visitor's order data are stored by Leipziger Messer they will be no longer available for the visitor via the website of Leipziger Messe as soon as the order procedure has been completed.

3.2 For orders not placed via the internet (offline orders) the contract will come into being by sending the fully completed order form and the subsequent sending of the tickets by the Leipziger Messe.

3.3 Any offers made by the Leipziger Messe shall remain non-binding unless expressly described as otherwise.

#### **§ 4 Prices and Terms of Payment**

- 4.1 Payment shall be made by online direct payment via instant transfer, by online payment paydirekt, PayPal, or credit card. All amounts fall due for payment immediately and in full upon conclusion of the contract. In the case of a guest event, the Leipziger Messe shall collect the amount payable from the visitor on behalf of the guest organiser.
- 4.2 The applicable rate of value-added tax shall be included in the final price shown for the online shopping cart. Invoices shall only be sent electronically and generally as an attachment to the email confirming the order. Credits shall also be sent electronically.
- 4.3 In case of non-payment, the Leipziger Messe shall have the tickets blocked.

#### **§ 5 Mailing, Printing and Collection**

- 5.1 If ordered online, the tickets will be made available as "print@home-ticket" (can be printed and/or stored) and "mobile ticket" (for smartphones). The tickets can always be retrieved at the visitor account.
- 5.2 If tickets have been ordered offline, they will be sent via normal post by the Leipziger Messe. The tickets shall remain the property of the Leipziger Messe until full payment has been made. The mailing of tickets shall be at the visitor's risk, unless deliberate intention or gross negligence exists on the part of the Leipziger Messe or its agents.
- 5.3 The visitor shall examine the assigned tickets immediately upon their becoming accessible or receipt to verify compliance with the order receipt or order confirmation details. 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 in return for the incorrect tickets, provided the visitor reports the error without delay (within one week after receipt) in writing to: Leipziger Messe GmbH, Abt. Kundenservice, Messe-Allee 1, D-04356 Leipzig, Germany, or via email to [tickets@leipziger-messe.de](mailto:tickets@leipziger-messe.de).
- 5.4 If, for selected events, on-site collection of the tickets is intended, the visitor shall collect the tickets in a timely manner on the same day as the event at the designated counters of the Leipziger Messe by presenting the order confirmation and valid photo ID.

### **III. Event Services**

#### **§ 6 Right of cancellation**

- 6.1 The visitor shall have no statutory right of cancellation when it comes to tickets purchased. As regards entrepreneurs it has not been provided for a priori pursuant to Sect. 312 BGB (German Civil Code). As regards private persons it shall not apply to recreational events taking place within defined periods pursuant to Sect. 312g para. 2 No. 9 BGB.

Nevertheless a voluntary right of cancellation within a period of 2 weeks from the date of purchase (Sect. 187, 188 BGB) is granted by Leipziger Messe for tickets purchased exclusively via its internet portal. When it comes to guest events the right of cancellation can only be exercised if the GT&C of the guest organizer hold no deviating and insofar prevailing provisions, also see item 1.4. The right of cancellation shall cease prematurely upon (initial) use of the relevant ticket for admission to the relevant event.

A withdrawal shall be declared by visitor in writing to Leipziger Messe GmbH, Abt. Kundenservice, Messe-Allee 1, 04356 Leipzig or by email to [tickets@leipziger-messe.de](mailto:tickets@leipziger-messe.de).

Apart from the cancellation notice the withdrawal shall indicate the event and the barcode number of the tickets. For that purpose the visitor may use the form that can be found at the end of these GT&C. The date of receipt by Leipziger Messe shall be the criterion for having adhered to the time limit.

In case of an effective withdrawal visitor shall be given a relevant confirmation. The purchase price shall be refunded through the means of payment used and the ticket(s) disabled. Such tickets do not need not be returned.

- 6.2 If charges are incurred for the payment of tickets (e.g. bank charges) that will not be refunded to Leipziger Messe in case of withdrawal, Leipziger Messe shall be entitled to deduct the relevant amount from the refunded purchase price. The same shall apply to any postage if the ticket(s) is (are) sent by post.
- 6.3 Should the time of an event be changed, the tickets shall remain valid for the new event date. No re-registration/replacement will be necessary. If a visitor cancels its contract due to the postponement, item 6.1 shall apply. Leipziger Messe will also refund in such case the expenses as defined by item 6.2. No further claims such as replacement of travel expenses, can be asserted against Leipziger Messe, however.
- 6.4 If an event is deleted without substitution due to cancellation, Leipziger Messe will refund the costs at request. Item 6.3 shall apply when it comes to expenses and costs.
- 6.5 After a withdrawal the tickets will become null and void which shall include the use of public transport (see § 12).
- 6.6 For guest events the right of cancellation shall be subject to the GT&C of the guest organizer. The reverse transaction will be through Leipziger Messe, however.

## **§ 7 Resale**

- 7.1 For security reasons and to avoid illicit trade and speculation, tickets may only be purchased for private or business use. The visitor undertakes to purchase and use the tickets solely for his/her own purposes.
- 7.2 Ticket sales are transacted solely via the official ticket agencies of the Leipziger Messe or the guest organiser. The purchase of tickets for the purpose of commercial resale and any offer or resale of tickets with the intent to realize profits shall not be permitted. In particular, it is not permitted to offer tickets at internet auctions (e.g. eBay) or through press, radio or other media with the intent to realize a higher price. Furthermore, selling tickets through ticket agencies not authorized by the Leipziger Messe shall not be allowed.
- 7.3 Ticket may only be given to persons who meet the necessary requirements for admission (age, professional qualification, etc.).
- 7.4 In the event tickets are distributed in an impermissible manner, the Leipziger Messe shall have the right to block the tickets in question and deny the ticket holder access to the event premises without providing compensation. Moreover the Leipziger Messe may refuse to sell tickets to the offending visitor for a reasonable amount of time and ban the visitor from the premises.

## **§ 8 Warranty**

- 8.1 The 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 alone shall be responsible. In case of guest events, no liability will be assumed by the Leipziger Messe for the accuracy of the information communicated by the guest organiser (e.g. on the website advertising the guest event).
- 8.2 The Leipziger Messe reserves the right to make changes to programmes and casts. The right to a refund for tickets exists only in cases where the change is not insignificant or where the visitor cannot be reasonably expected to accept the change in view of his/her justified interests.
- 8.3 Furthermore, complaints regarding defects may only be raised against the Leipziger Messe if the usability of the supplies or services provided by the Leipziger Messe is significantly hampered.
- 8.4 Liability for initial faults or defects that could justify a reduction in rental or leasing fees shall be excluded.

## **IV. General Provisions for all Events**

### **§ 9 Liability of the Leipziger Messe**

- 9.1 The Leipziger Messe shall pay damages and reimburse wasted expenditures, regardless of legal grounds (contract, tort), to the following extent only:
- The full amount in case of deliberate intention, gross negligence and in cases where the Leipziger Messe has expressly assumed in written form a contractual guarantee or procurement risk;
  - In all other cases, an amount limited to typical and foreseeable loss only if cardinal duties have been breached, without which contract performance would be jeopardized and therefore the fulfillment of which may be relied upon by the visitor, as well as in cases of default and claims arising from liability for defects/warranty.
- 9.2 To the extent that the liability of the Leipziger Messe is effectively precluded or limited by the aforementioned terms, the same shall also apply to the personal liability of employees, other staff, organs, representatives and agents of the Leipziger Messe.
- 9.3 Statutory liability in the event of personal injury and under product liability law shall remain unaffected.
- 9.4 No liability will be assumed by the Leipziger Messe for any disruption, delay and/or loss caused by acts of God or natural events.

### **§ 10 Data Privacy**

- 10.1 The Leipziger Messe processes the personal data of visitors in accordance with applicable data protection law. Personal data (name, address, telephone number, email address, credit card information, etc.) is collected, processed and used by the Leipziger Messe to the extent required for establishing, amending and fulfilling the contractual relationship.
- 10.2 The Leipziger Messe shall be entitled to disclose data to third parties commissioned by it for contract fulfilment and to the guest organiser to the extent that such disclosure is necessary to enable attendance of the event or to enable additional services in connection with the event.
- 10.3 Visitors may at any time instruct the Leipziger Messe not to use or disclose personal data for commercial purposes or for purposes of market research or opinion polling. Visitors may revoke any previously given consent. Visitors will be informed of this right of revocation each time they are contacted for promotional purposes.

## § 11 Miscellaneous

- 11.1 In addition to the GT&C, separate and supplementary conditions shall apply (in particular the appended regulations for use of the Leipziger Messe premises), in particular with regard to access to the events and exhibition halls, conduction of the event, and public safety and order at the Leipziger Messe [Annex].
- 11.2 Every visitor irrevocably consents to the free-of-charge use of his/her image for photographs, live broadcasts, programs and/or audio/visual recordings in all present and future media formats made by the Leipziger Messe, a guest organiser or their agents in connection with the event.
- 11.3 Leipziger Messe has a code of conduct of the Leipziger Messer Group for responsible actions in conformity with law. This code can be downloaded at [http://www.leipziger-messe.com/media/Dokumente/PDFs/LM\\_Verhaltenskodex.pdf](http://www.leipziger-messe.com/media/Dokumente/PDFs/LM_Verhaltenskodex.pdf).
- 11.4 Should a provision of these GT&C or the guest organizer's GT&C be or become invalid or unenforceable, such provision shall not affect the other provisions of the contract.
- 11.5 All legal relationships between the contractual partners shall be subject only to German law with the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 11.6 Place of performance and legal venue for all disputes arising from this contractual relationship shall be Leipzig if the visitor is a merchant or has his place of residence abroad.

## § 12 Use of MDV public transport (only if specifically noted on ticket)

- 12.1 If expressly stated on the ticket, it may be used by the visitor on the date of the event to travel to and from the event by public means of transport provided by the Mitteldeutscher Verkehrsverbund (MDV) within zones 110, 151, 156, 162, 163, 168, 210, 225 (2nd class). A transport agreement is reached directly between the visitor and the MDV subject to the MDV conditions and fares applicable at the time the ticket is ordered. The portion of the ticket price allotted to travel, including value-added tax, will be collected by the Leipziger Messe on behalf of the MDV.
- 12.2 Online tickets allowing free MDV public transport are only valid if signed where indicated prior to using public transport. The name on the ticket and the name on the document allowing for free travel must be identical. The right to use public transport is non-transferable and only valid in conjunction with a valid photo ID or similar proof of identity issued by an educational institution. The photo ID must be presented together with the online ticket if passenger tickets are checked.

- 12.3 If a weekday is printed on the ticket, the visitor shall check the corresponding day of the visit on the ticket before using public transportation. The right to travel shall then apply during the time period of the event on that day. A multi-day ticket includes all travel to and from the event during the entire event in the zones listed under § 12.1. The right to use public transport is only valid in conjunction with a valid photo ID.

#### **V. Additional conditions for congresses, seminars, meetings and conferences**

The price of admission is understood to be per person and event, plus the applicable value-added tax. No right to a replacement exists in the case tickets are lost.

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 10.00 EUR; names can be changed free of charge. A service fee of 25.00 EUR will be due for subsequent changes to the invoice. Fees are subject to value-added tax (VAT).

The Leipziger Messe reserves the right to substitute previously announced speakers and make necessary changes to the programme while maintaining the overall character of an event. Participants will be notified immediately if the event cannot be held due to an act of God, inability of a speaker to attend, disruptions at the event location, or insufficient attendance. Admission fees will be refunded if the event is cancelled due to insufficient attendance. Any claims for reimbursement of expenses for travel or accommodation or loss of work shall be precluded, unless such expenses are the result of grossly negligent or wilful acts on the part of the Leipziger Messe.

Presentations and documentation related to the event are protected by copyright law and may not be copied, distributed or used for commercial purposes in any form—not even in excerpted form—without the approval of the Leipziger Messe and the presenters in question. Prior approval by the Leipziger Messe is also required for filming and audio recording during the event. Taking photos is not permitted. No responsibility or liability will be assumed by the Leipziger Messe for incorrect presentations or documentation.



## **VI. Platform for Online Dispute Resolution**

**As an online merchant, we are obligated under Section 14 (1) of the ODR Regulation to point out the European Commission's platform for online dispute resolution:**

<http://ec.europa.eu/consumers/odr/>

**The Leipziger Messe is neither willing, nor obliged to participate in a dispute resolution procedure before a consumer conciliation body.**

## VII. Cancellation form

### Sample cancellation form

If you wish to withdraw from the contract, fill in this form and return it to:  
Leipziger Messe GmbH,  
Abt. Kundenservice  
Messe-Allee 1, D-04356 Leipzig  
E-Mail: tickets@leipziger-messe.de  
Fax: + 49 (0) 678 8080

**I/we hereby withdraw from the contract entered into by me/us for the purchase of the following ticket/s:**

Event: \_\_\_\_\_  
Barcode No. of ticket: \_\_\_\_\_

Event: \_\_\_\_\_  
Barcode No. of ticket: \_\_\_\_\_

Event: \_\_\_\_\_  
Barcode No. of ticket: \_\_\_\_\_

Event: \_\_\_\_\_  
Barcode No. of ticket: \_\_\_\_\_

Please attach a copy of the ticket to the cancellation notice.

Name and address of visitor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date

\_\_\_\_\_  
Visitor's signature

# Rules for Using the Premises

## belonging to Leipziger Messe GmbH

### 1 Scope

These rules and regulations apply to all premises of the Leipziger Messe GmbH (hereinafter LM) unless otherwise agreed by contract or special permission has been granted. The premises include the following areas and buildings:

- 1.1 The trade fair premises consist of the administrative building, the outdoor areas, the open-air exhibition areas 1 and 2, the exhibition halls, the CCL Congress Center Leipzig, technical services center and the parking lots, located at Messe-Allee 1, 04356 Leipzig (hereinafter Trade Fair Premises).
- 1.2 The KONGRESSHALLE am Zoo Leipzig, Pfaffendorfer Str. 31, 04105 Leipzig also belongs to the premises subject to these rules and regulations.

### 2 Ownership and Access to the Premises

- 2.1 The premises are privately owned without public right of access and subject to the rules and regulations stipulated by LM.
- 2.2 Only visitors with a valid admission ticket (hereinafter visitors) and other persons as may be authorized by LM or by individual event organisers (hereinafter other persons) who hold a valid pass may access the premises. Visitors must show their valid admission ticket and other persons their pass whenever requested to do so by a member of the LM staff.
- 2.3 Visitors may remain on the premises only during the opening hours of the relevant event and must leave at the end of the opening times.
- 2.4 Children and young people under the age of 14 may only access the premises when accompanied by a responsible adult.
- 2.5 Where specific seats are allocated for an event, visitors must proceed to their reserved seats using the access route specified.
- 2.6 LM may at any time refuse access to the premises or specific areas for safety or security reasons. LM may also order the evacuation of the premises at any time.
- 2.7 LM may refuse access to any person or persons who are carrying intoxicating substances (drugs or alcohol) or who have consumed such substances to excess. LM may also remove such persons from the premises.
- 2.8 LM may ban persons who violate these rules and regulations and refuse them access to the premises. Any such ban may apply for limited or unlimited time. LM will consider lifting such a ban after receiving a written request, containing appropriate justification, within three months.
- 2.9 LM may search individuals, bags, containers and vehicles for suspected unauthorised items and prevent the bringing of such unauthorised items onto the premises.

### 3 General Rules of Conduct

- 3.1 The facilities, furnishings and equipment on the premises must be treated with due care and consideration. Nothing likely to soil, contaminate or pollute the premises in any way is permitted.
- 3.2 All visitors and other persons on the premises must conduct themselves at all times in such a way as to ensure that others are not hurt or endangered or suffer greater disturbance than is absolutely necessary.
- 3.3 Attention is drawn to the fact that during longer events noise can reach levels posing a possible risk of long-term hearing loss. In order to minimise any such risk, it is recommended that appropriate ear protection is used.

### 4 Vehicle Traffic

- 4.1 The provisions of the German Road Traffic Regulations (StVO) apply throughout the premises. Due attention must be paid to traffic signs which control the flow of both vehicles and pedestrians.
- 4.2 Only visitors and other authorised persons with a valid vehicular access permit issued by the LM may drive a vehicle on the premises or to access the loading zone at the Kongresshalle. The vehicular access permit must be clearly displayed on the vehicle, where appropriate inside on the windscreen. Vehicles of employees parked in the employee parking lot are exempt.
- 4.3 LM may, at the owner's expense, have any vehicle towed away that does not display a valid vehicular access permit.
- 4.4 Instructions issued by LM and event organisers regarding traffic regulations, particularly stopping and parking, must be followed at all times.

### 5 Prohibited Items and Activities

- 5.1 The following activities are prohibited on the premises without written permission by LM:
  - Smoking (in any form, including e-cigarettes). Smoking is only permitted in the designated areas;
  - Consumption of drugs, excessive consumption of alcohol;
  - Setting off fireworks, use of fire or open flames;
  - Remaining overnight;
  - Begging;
  - All commercial or professional activities unrelated to the purpose of the event or the contractual agreements;
  - Distributing printed materials and advertisements, attaching stickers or hanging posters, or using the advertising display facilities;
  - Taking photographs, making films, videos, audio recordings, or sketches specifically of trade fair or exhibition items for commercial purposes.

- 5.2 Roller skates, roller blades, skateboards, kickboards, scooters, electric scooters, bicycles, roller-mounted tables or other wheeled devices or vehicles of any kind may not be used on the premises without prior permission by LM. This regulation does not apply to any device or vehicle whose use is medically prescribed.

The use of Segways on the premises is not permitted during times when the premises are open to visitors. People with disabilities, providing they can control such a mobility aid safely, can obtain special dispensation on an individual basis from the security staff at the entrance desk if they show a disability badge or other proof of disability entitlement. In such cases, the regulation under 4.2 shall apply as appropriate.

- 5.3 No animals may be brought onto the premises without the specific prior agreement of LM, providing that no general exception has been made in respect to events relating to animals. This shall not apply to any guide dogs for the blind. Anyone accompanied by a guide dog must be prepared to offer proof of medical need by showing their disabled badge or similar proof when requested to do so by a member of LM staff. No dangerous animals shall, as a matter of principle, be brought onto the premises. Anyone accompanied by an animal must ensure that no third parties are disadvantaged or put at risk as a result and that the animal remains under close control at all times. The accompanying person is responsible for the prompt removal of any soiling caused by the animal.
- 5.4 The following items are not permitted on the premises without prior permission by LM:
  - Knives, firearms, other weapons and weapon-like items;
  - Harmful, poisonous, corrosive, flammable or radioactive substances, or substances likely to cause staining;
  - Gas bottles, gas spray cans and pressurised containers other than regular commercially available pocket lighters;
  - Fireworks, pyrotechnical materials and explosives;
  - Extremely fragile items or easily splintered items;
  - Flags, banners, banner poles and/or extremist propaganda, particularly of a racist or xenophobic nature;
  - Musical instruments or any mechanically or electrically operated instruments designed to produce sound.
- 5.5 Employees of LM and its subsidiaries are exempted from the prohibitions under 5.2.

### 6 Right to One's Own Image

By attending an event, all visitors and other persons irrevocably consent to having all present and future forms of images and recordings of their person being made public without compensation for promotional or documentary purposes pursued by LM, an event organiser, or their agents in connection with the event.

### 7 Limitation of Liability

LM's liability towards visitors and other persons is limited as follows: in principle no liability attaches to LM, its legal representatives or other persons appointed to assist LM in the delivery of its services.

However, liability may exist if there is deliberate action on the part of LM or deliberate action on the part of its legal representatives or other agents assisting in the delivery of services:

- 7.1 In cases where there is gross negligence on the part of LM, its legal representatives, or other agents assisting LM in the delivery of its services.
- 7.2 In cases where damage arises from injury to life, limb or health as a result of negligent failure to exercise a duty of care on the part of LM, its legal representatives, or other agents assisting LM in the delivery of its services.
- 7.3 In cases where there has been a culpable breach of a core contractual obligation (cardinal duty) on the part of LM, its legal representatives, or other agents assisting LM in the delivery of its services.

### 8 Special Provisions for the Trade Fair Premises

The following regulations apply solely to the Trade Fair Premises:

- 8.1 It is pointed out that the Trade Fair Premises are under video surveillance for the safety of the exhibitors and visitors.
- 8.2 The maximum speed for vehicles on the Trade Fair Premises is 20 km/h. Inside the halls and interior courtyards the speed limit is 6 km/h. The German Road Traffic Regulations also apply.

### 9 Final Clause

If any one of these rules or regulations should prove invalid for whatever reason, this shall not affect the validity of the others.