

# General Terms and Conditions for Ordering Tickets for DMEXCO via Koelnmesse GmbH's Ticket Shop

## 1. Scope of the general terms and conditions

The following terms and conditions apply to all orders and mailings based on online orders of tickets for DMEXCO by Koelnmesse GmbH— hereinafter referred to as “Koelnmesse”.

We herewith object to any confirmation statements by the customer that make reference to the customer's own terms and conditions of trade and purchase. Deviations from these general terms of trade are only valid if they have been expressly confirmed in writing by Koelnmesse.

## 2. Conclusion of the contract

A contract comes about by means of an order on the part of the customer — the offer — and its acceptance on the part of Koelnmesse.

The offer for conclusion of a contract occurs when the customer completes and sends the order form made available on the Internet by Koelnmesse. The order form is sent by clicking on the button marked “Order now”. By placing an order, the customer accepts these general terms and conditions as binding.

The contract is concluded when Koelnmesse sends the customer confirmation of the order in combination with an order number by e-mail.

## 3. Validity of the tickets, restriction to trade visitors, admission restrictions and right of cancellation

The majority of the trade fairs and exhibitions organized by Koelnmesse are only open to trade visitors. The pertinent admission regulations and trade visitor definitions are to be found on the Koelnmesse Internet site for the particular trade fair/exhibition in question. Trade visitors are people who attend trade fairs for professional or business reasons. Trade visitors must be business people in accordance with Section 14 BGB (German Civil Code). This means that they have to act in their professional or entrepreneurial capacity when ordering tickets. In placing an order, the customer acknowledges the ability to verify the fact that he or she is a bona fide trade visitor. Koelnmesse is entitled to conduct appropriate checks to determine that customers are indeed bona fide trade visitors and to refuse admission to persons who do not fulfill the conditions for a trade visitor; any claims on the part of the customer— irrespective of what nature, and in particular claims in respect of reimbursement of the cost of tickets and in respect of damages—are excluded.

If the Customer is a journalist, he or she will receive an admission ticket for the respective event free of charge after proper accreditation. The provision of a free admission ticket does not establish a claim to free tickets in the future. All of journalists approved by Koelnmesse must comply with all of Koelnmesse's contractual stipulations and general terms and conditions.

If consumers as defined by BGB Section 13 are eligible to attend a trade fair or exhibition, then the event in question is considered a leisure activity service in accordance with Section 312g Par. 2 Sentence 9 BGB - “contracts for the provision of services related to leisure activities, if the contract provides for a specific date or period of performance.” There is no right of cancellation or reimbursement in such cases. As a result, every order is binding immediately after Koelnmesse confirms its receipt, and the customer is required to accept and pay for the order.

The admission ticket is issued for a specific person and non-transferable. The journalist's admission ticket is only valid in conjunction with a valid press pass.

Koelnmesse has the right to prevent people from entering if there is a good reason for this, in particular if there is danger. Koelnmesse has the right to demand and enforce the evacuation of the platform for the same reasons.

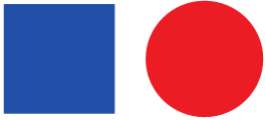
## 4. Prices and costs

The prices for admission tickets are indicated on the DMEXCO website as well as in the ticket shop. All listed prices include VAT; mailing costs will be charged separately insofar as these are shown separately. The relevant prices are the ones shown at the time of ordering.

## 5. Due date / payment / reservation of ownership

The total price including all fees and legally applicable sales tax is immediately due for payment on conclusion of the contract.

The total amount given in the order confirmation has to be paid by the customer online either by means of PayPal or by credit card. The payment is only considered to be made once the corresponding amount is credited to the Koelnmesse account. In the event of non-timely or incomplete payment, Koelnmesse is entitled to withdraw from the contract.



The ordered goods shall remain the property of Koelnmesse until payment has been made in full.

## 6. Delivery/shipping terms and ticket allocation

The ticket will be sent to the e-mail provided by the customer immediately after the order is completed in the ticket shop.

## 7. Resale or other transfer of tickets:

Tickets may only be used by the customer they are sold to. Customers may not transfer tickets— whether in exchange for payment or otherwise—to third parties for business purposes.

- Offering tickets for sale publicly, at auctions (including those on the Internet) and/or at advance ticket sale offices that are not authorized by Koelnmesse;
- Offering tickets at a price higher than the price paid;
- Offering tickets commercially and/or in large numbers, or selling or transferring tickets to commercial resellers and/or ticket agents;
- Using tickets or letting them be used in some other commercial manner (especially for advertising purposes) without obtaining Koelnmesse's express written permission in advance;
- Transferring tickets to individuals who are not trade visitors as defined;
- Passing on tickets to persons who, for age reasons, are not permitted access or are only permitted to enter if accompanied by an adult.

In the event of unauthorized transfer of tickets, Koelnmesse is particularly entitled to the following:

- To invalidate the tickets in question and prevent the ticket holder from entering the platform without payment of any compensation;
- To ban the customer from ticket sales for a suitable period, the length of which is determined based on the number and severity of violations.

## 8. Warranty/liability

The terms of warranty comply with the statutory provisions unless otherwise specified below. Koelnmesse assumes no liability for ensuring:

- That the website is permanently available and accessible to the participants at all times, nor that it contains no content errors or technological faults. In particular, maintenance, security or capacity issues as well as events that are beyond the scope of Koelnmesse's influence (e. g. disruptions in the public communication networks or power failures etc.) can lead to brief disruptions or the temporary suspension of services.
- The accuracy of the services offered by third parties (particularly cooperation partners of

Koelnmesse), which are advertised on this event platform or are related to the purchase and use of admission tickets and catalogues for trade fairs and exhibitions of the Koelnmesse Group.

- The accuracy and completeness of the links and references that are made to external content in connection with the use of the event platform. In particular, Koelnmesse is not liable for e-mails or data entries that are not accepted or stored by the system because they do not comply with the technical requirements stipulated in these General Terms and conditions or for the respective website.

Koelnmesse is liable only in cases of gross negligence and malicious intent, regardless of the legal grounds.

In cases of simple negligence, Koelnmesse is only liable:

- For damages that affect anyone's life, health or physical well-being.
- For damages resulting from a breach of an essential contractual obligation. In such a case, Koelnmesse's liability is limited to the compensation of the foreseeable, typically occurring damage.

Essential contractual obligations are obligations that make the orderly implementation of the contract possible in the first place, and the observance of which the contract partner regularly relies on and can expect to rely on. Such obligations do not include the following:

- The continuous technical availability of the website and of the services offered at the website.
- The verification of information produced or disseminated by participants and/or third parties (including cooperation partners), and that are connected to the online ordering of admission tickets and catalogues for trade fairs and exhibitions of the Koelnmesse Group
- The assurance that the information provided at the website is correct, complete and up-to-date.

In as much as the liability of Koelnmesse is limited, this also applies to the liability of all persons whose conduct can be ascribed to Koelnmesse.

Customers use of the event platform at their own risk. Koelnmesse shall make every effort to provide correct information, but does not accept liability for the currency, correctness or completeness of the information provided. Koelnmesse accepts no responsibility for the technical availability of the services offered. Warranty or compensation claims of any kind in the event of a technical failure or other operational disturbances are excluded. Koelnmesse shall not be liable for false information that is generated or disseminated by participants and/or third parties, including cooperation partners, and that is connected with the ordering of admission tickets to trade fairs and exhibitions of the Koelnmesse Group on the Internet.





Koelnmesse shall not be liable for offers from third parties, in particular not for those of Koelnmesse's cooperation partners, which are advertised on this event platform or in connection with the purchase and use of admission tickets to trade fairs and exhibitions of the Koelnmesse Group.

## 9. Lead Tracking & Online Tracking

After purchasing an event ticket in the ticket shop, the user's registration data is used to create an account in the digital event platform of the event for which the ticket was purchased. The user can add to or complete his data at any time in the platform under "My profile". The account gives the user access to our digital event platform and, depending on the ticket type, access to various functions in the platform.

## 10. Final provisions

These terms and conditions are subject to change at any time without notice. Should parts of these general terms and conditions be or become invalid, this shall not affect the validity of the contract nor the remaining terms and conditions. Invalid provisions will be replaced by valid provisions that come closest to fulfilling the purpose being pursued by the parties involved.

The law of the Federal Republic of Germany applies exclusively. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. Cologne is the exclusive place of performance for delivery, service and payment. If both contracting parties are merchants, Cologne has exclusive jurisdiction over any disputes arising directly or indirectly from the contract. It is agreed that Cologne in the Federal Republic of Germany has exclusive jurisdiction over all disputes arising from international contracts (Article 4 of the Regulation on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, 12 December 2012, Regulation (EU) No 1215/2012). Koelnmesse is also entitled to bring an action at any other court that has jurisdiction on the basis of the EU regulation of 12 December 2012 (Regulation (EU) No 1215/2012) as amended.

As of: March 2022