

## **General Terms and Conditions of Verband Süddeutscher Spargel- und Erdbeeranbauer e.V. (VSSE), Organiser of the trade fair duo, for the Online Ticket Shop of expo SE & expo Direkt**

### **§ 1 Scope**

(1) These Terms and Conditions apply to contracts for the sale of admission tickets (hereinafter referred to as “tickets”) via the Online Ticket Shop of Messe Karlsruhe.

(2) The organiser of the event offered is Verband Süddeutscher Spargel- und Erdbeeranbauer e.V., Werner-von-Siemens-Straße 2-6, Gebäude 5161, D-76646 Bruchsal (hereinafter referred to as “Organiser”) and not Messe Karlsruhe itself. Purchasing a ticket establishes a contractual relationship exclusively between the purchaser (hereinafter referred to as the Customer) and the Organiser, who is also the issuer of the tickets.

(3) The Organiser sells the tickets in its own name and for its own account via the online platform provided by Messe Karlsruhe for this purpose. By placing an order, the Customer authorises the Organiser to process the ticket purchase and recognises these General Terms and Conditions as the sole binding basis for the contract.

### **§ 2 Conclusion of contract**

(1) The Customer makes a binding offer to enter into a contract by entering their personal data and all data required for the processing of payment correctly and completely into the order forms of the Online Ticket Shop and by sending the order by clicking on the button “Order and pay now”.

(2) The contract comes into effect when the ticket is made available in the Online Ticket Shop. The Customers can print out the ticket themselves or forward it to their mobile phone. Admission to the respective event is only granted with the printed ticket or the ticket stored in the Customers’ mobile phone.

(3) Tickets cannot be returned or refunded. The face value of the ticket will only be refunded if the event is cancelled in accordance with § 8.

### **§ 3 Prices and payment terms**

(1) The prices for tickets can be found in the Online Ticket Shop and are stated in euros. The prices displayed at the time of the order are applicable.

(2) Payment is currently possible by credit card. The Organiser reserves the right to change the payment methods offered at any time and / or to exclude certain payment methods in individual cases.

Payments by credit card are processed by and in accordance with the terms of the external payment services provider

Six Payment Services (Europe) S.A., 10, Rue Gabriel Lippmann, L-5365 Munsbach, postal address SIX Payment Services (Europe) S.A., Zweigniederlassung Deutschland, Dreieichstr. 59, 60594 Frankfurt.

(3) Payments are due immediately after conclusion of the contract without any deductions.

#### **§ 4 Resale**

The commercial resale of complimentary tickets, vouchers, discount vouchers or admission tickets without the prior consent of Messe Karlsruhe is prohibited.

#### **§ 5 Exclusion of the right of revocation**

Please note that with regard to the ordering of Online Tickets, no right of revocation pursuant to § 355 BGB (German Civil Code) exists for consumers within the meaning of § 13 BGB. The exclusion of this right of revocation follows from § 312 g para. 2 no. 9 BGB. For this reason, it is not possible to cancel an order once it has been placed. All orders are final and binding.

#### **§ 6 Special conditions for congress and seminar events**

(1) Tickets purchased for a congress or seminar event are personalised and only valid for the person named. Another person may attend the event, instead of the person registered, provided that the Organiser is notified in writing in advance.

(2) The Customer shall be released from their payment obligation for both congresses and seminars if they provide a substitute participant with the consent of the Organiser. The Organiser shall only refuse consent if the replacement participant does not meet the entry requirements or is not personally qualified.

## **§ 7 Force majeure / Pandemic-related restrictions, cancellation by the Organiser**

(1) Force majeure is an external event which has a very serious impact on the contractual relationship. It is unforeseeable based on human judgement and experience and cannot be prevented or rendered harmless by economically viable means, even when the greatest reasonable degree of care has been taken. Force majeure entitles the contracting parties to adjust the contract and, if this is unreasonable, to withdraw from the contract. Withdrawal must be declared immediately to the other contracting party in writing, stating all the circumstances which make the situation unreasonable.

(2) Furthermore, in the case of force majeure, the Organiser is entitled to postpone, shorten, lengthen or restrict the event in whole or in part.

(3) If, in the event of force majeure, the Organiser is not able to grant visitors unrestricted access to the event, he is entitled to hold the event in whole or in part using digital exhibition formats (e.g. streaming, hybrid event, virtual tour, online viewing rooms, etc.), provided that the fair and exhibition services are not unreasonably impaired for the Customer by the changed concept of the event.

(4) The adjustments mentioned under paragraphs (2) and (3) do not entitle the Customer to withdraw from the contract, reduce the fee or assert further claims against the Organiser, unless the Customer is a consumer in the sense of § 13 of the German Civil Code (BGB).

(5) In the case of a complete cancellation of the event, the Organiser shall refund the ticket price already paid. Such claims may only be directed against Messe Karlsruhe in the case of Messe Karlsruhe's own events. No further claims against Messe Karlsruhe are possible.

(6) The following shall also be deemed equivalent to a case of force majeure:

- the interruption or significant restriction of an adequate supply of electricity, gas or water, insofar as this is not only of a short duration or is not the fault of Messe Karlsruhe,
- the occurrence and further development of pandemics in accordance with the Infection Protection Act (IfSG – Infektionsschutzgesetz)
- official / governmental orders or decrees

## **§ 8 Photography, right to one's own image**

(1) Commercial images of any kind, in particular photography and film / video recordings, may only be made on the event premises by persons who have been authorised to do so by Messe Karlsruhe and who are in possession of a valid identification document issued by Messe Karlsruhe.

(2) The Organiser and the press are entitled to make photographs, drawings, and film and video recordings of the event and to use them free of charge for advertising or press publications.

(3) If photographs, film and / or video recordings are made in the event area by employees of Messe Karlsruhe, or by the Organiser or companies commissioned to do so for reporting or advertising purposes, these recording activities may not be impeded or impaired in any other way. All persons entering or present on the Messe Karlsruhe premises are informed by these General Terms and Conditions for Tickets that photographic, film and video recordings are made on these premises.

Recordings of participants and visitors at events may be published without the consent of the person concerned, in accordance with the provisions of § 23 of the German Copyright in Works of Fine Arts and Photography Act (KunstUrhG).

### **§ 9 House rules, domiciliary rights**

(1) The Customer undertakes to observe the house rules of Messe Karlsruhe. The are part of the contract and can be viewed at [www.messe-karlsruhe.de](http://www.messe-karlsruhe.de).

(2) Messe Karlsruhe or its authorised representatives (personnel, safety and security service or third parties commissioned by them) exercise domiciliary rights. Their instructions and orders must be followed.

### **§ 10 Liability**

(1) The Organiser shall be liable without limitation for damages resulting from an intentional or grossly negligent breach of duty by the Organiser or one of its legal representatives or vicarious agents. The Organiser shall be liable for slightly negligent breaches of obligations essential to the contract (breaches of obligations that endanger the achievement of the purpose of the contract, or whose fulfilment is essential to the proper execution of the contract and on whose compliance the contractual partner regularly relies). However, in the event of a breach of essential contractual obligations, the liability of the Organiser shall be limited to the type of damage foreseeable for the contract. Liability for slightly negligent breaches of obligations other than those mentioned in the preceding sentences is excluded.

(2) The limitations of liability mentioned in paragraph (1) shall not apply in the event of injury to life, body or health.

(3) Messe Karlsruhe shall not be liable in the same way within the meaning of paragraphs (1) and (2) for events that are not its own events for damages for which it or the Organiser is not responsible

## **§ 11 Place of performance, place of jurisdiction, applicable law**

The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. The place of performance and jurisdiction is Karlsruhe.

## **§ 12 Final provisions**

(1) If any provision of these GTCs should be or become invalid or unenforceable or if these GTCs should not contain a necessary provision, the validity of the remaining provisions of these GTCs shall not be affected thereby. The invalid or unenforceable provisions shall be replaced and the gap shall be filled by a legally valid provision which corresponds as closely as possible to the intentions of the parties, or which would have corresponded to the intentions of the parties with regard to the aim and purpose of this contract if they had recognised this gap.

(2) The Organiser is neither willing nor obliged to participate in dispute settlement proceedings before a consumer arbitration board. The EU Commission's platform for online dispute resolution can be contacted at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr).

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