

General Terms and Conditions for the Online Ticket Shop

Annual POLIS Conference 2024

§ 1 Scope of application, subject matter of services, contracting parties

- (1) These General Terms and Conditions apply to contracts for the sale or the ticket redemption of admission tickets (hereinafter referred to as "tickets") via the online ticket shop of Messe Karlsruhe.
- (2) The organisers of the events offered are POLIS, the Ministry of Transport Baden-Württemberg, the City of Karlsruhe, and the Messe Karlsruhe as service provider (hereinafter referred to as "organisers"). By purchasing a ticket or by redeeming the voucher or invitation code, contractual relations are established exclusively between the purchaser resp. the Acquirer (hereinafter: Customer) and the organisers.
- (3) These General Terms and Conditions further regulate the rights and obligations of the participants in connection with the physical visit to the Annual POLIS Conference 2024 and/or the participation in digital event formats or online events. The implementation takes place with the interactive event community platform "talque" (hereinafter: platform). The talque conditions of participation also apply.
- (4) By placing an order, the Customer entrusts the organisers with the processing of the ticket purchase or ticket redemption of the voucher- or invitation code and accepts these General Terms and Conditions as the exclusively binding contractual basis. The scope of services may include the development and use of the interactive event community platform "talque". Use of the digital offer is only possible through acceptance of the General Terms and Conditions of "talque".
- (5) Any General Terms and Conditions of the customer that deviate from, contradict or supplement the following provisions shall not apply.

§ 2 Conclusion of contract

- (1) The presentation and advertising of items in the online ticket shop does not constitute a binding offer to conclude a contract.
- (2) The customer makes a binding offer to enter into a contract by entering his or her voucher- or invitation code or in case of purchase his or her personal data and all data required for payment processing correctly and completely in the order forms of the online ticket shop and by sending the order by clicking on the button "Order subject to payment".

- (3) On the final check page, any input errors can be identified before the final submission of the order and corrected via the "Back" button at the end of the page on the previous input pages. In addition, these Terms and Conditions can be called up, printed out and saved at this point. The order process can be cancelled at any time by closing the browser window.
- (4) For all items that can be ordered online, the contract is concluded as soon as you have received confirmation of the successful purchase or ticket redemption of the voucher- or invitation code. This is done by a confirmation and provision of the ticket directly on the screen after successful completion of payment, as well as by e-mail to the e-mail address specified in the ordering process. The customer can print out the ticket himself or forward it to his cell phone. Admission to the respective event shall be granted exclusively with the ticket printed out or stored in the customer's cell phone.

§ 3 Amendment of the General Terms and Conditions

The organisers reserve the right to amend these General Terms and Conditions in the event of a change in the legal situation, supreme court rulings, market conditions or for the further development and expansion of the offer. The customer will be informed of the changes in text form at least two months before they come into effect. The amended General Terms and Conditions shall be deemed approved if the customer does not object in text form within six weeks of notification of the amendments.

If the customer objects to the changes, the underlying contract shall be cancelled. Services already booked with other service providers remain unaffected by this.

The organisers shall inform the customer of the cancellation option as well as the deadlines and consequences.

§ 4 Conclusion of contract digital platform talque

By purchasing or redeeming a ticket for the Annual POLIS Conference, the customer also acquires the option to use the "talque" platform.

The General Terms and Conditions of "talque" must be accepted in order to use the digital platform.

§ 5 Availability of the talque platform content

- (1) With regard to the provision of digital content via the platform used by Messe Karlsruhe, Messe Karlsruhe does not owe any permanent availability of the platform, as this is known to be technically impossible to guarantee.

- (2) Messe Karlsruhe is not obliged to store the content permanently, i.e. the content will not be available or will not be available indefinitely after expiry of the contractual term or contractual access to the platform.

§ 6 Registration and access data

- (1) The prerequisites for participation in the digital part of the event and the use of the online offers and the functions made available within this context are:
- a minimum age of 18 years
 - The purchase of a ticket which, in terms of its scope of services, includes digital content
 - Registration on the interactive event community platform "talque" and acceptance of the General Terms and Conditions of "talque"
 - A technical infrastructure that allows the use of "talque", as well as an internet connection
- (2) The platform "talque" sends an invitation e-mail to the ticket holders, which contains a personalised access link to the platform. This access enables the ticket holder to create a profile on the platform and to use the functions provided.
- (3) The participant in "talque" undertakes to store these carefully and securely and to protect them strictly against access by third parties. The use of access data is only permitted to the extent and by the persons who are also contractual partners or for whom the contractual partner has paid by name.

§ 7 Prices and payment modalities, voucher - or invitation code

- (1) The prices for tickets are shown in the online ticket shop and are quoted in euros. The prices displayed at the time of ordering are decisive.
- (2) Payment can currently be made by credit card, Paypal or payment in advance. The organisers reserve the right to change the payment methods offered at any time and/or to exclude certain payment methods in individual cases.

Credit card payments are processed by the external payment service provider

Six Payment Services (Europe) S.A., 10, rue Gabriel Lippmann, L-5365
Munsbach, postal address SIX Payment Services (Europe) S.A.,
Zweigniederlassung Deutschland, Dreieichstrasse 59, 60594 Frankfurt, under
its conditions.

The processing of payments via Paypal is carried out by

PayPal (Europe) S.à r.l. et Cie, S.C.A.
22-24 Boulevard Royal
L-2449 Luxembourg

By using the services or participating in digital formats, participants may incur additional costs from their Internet or mobile phone provider.

- (3) By redeeming the voucher or invitation code, the customer acquires access authorisation to the designated events of the Annual POLIS Conference 2024.

§ 8 Ticket return and refund of purchased tickets

A return of tickets or a refund of ticket prices or participation fees is only possible if cancellation is affected until 27 October 2024. If you cancel your registration after 27 October 2024, your purchased Ticket will not be refunded.

§ 9 Resale

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

§ 10 Supplementary obligations of the participant

- (1) The selection of the content placed on the platform by the participant as well as its presentation is the responsibility of the participant.
- (2) The participant warrants that the content made available by them on the platform as well as any linked target pages neither violate applicable law nor impair or infringe the rights of third parties of any kind whatsoever.
- (3) In particular, content such as chat contributions, word contributions, image contributions must not
- a. contain any criminal, disorderly or content generally disapprovable,
 - b. glorify, trivialise or incite violence or war and suchlike,
 - c. contain any political, discriminatory, racist, extremist or otherwise immoral statements, insinuations or representations, nor call for such statements, insinuations or representations,
 - d. be used to express religious or offensive opinions or to incite others to do so,
 - e. contain or incite any statements, insinuations or representations that are incompatible with basic democratic values and/or the Basic Law of the Federal Republic of Germany and/or have a negative impact on the peaceful

- coexistence of people in Germany or the country in which the event takes place,
- f. contain any avatars, symbols, signets or logos that conflict with letters a. to e. or call for their use,
 - g. contain advertising of any kind, unless Messe Karlsruhe has given its express prior written permission to do so, and
 - h. lead to a technical overload, to a use contrary to the terms of the contract or to an abuse of the software or platform.
- (4) The participant shall indemnify Messe Karlsruhe against any claims by third parties in connection with infringements of rights pursuant to paragraph 2 and undertakes to compensate Messe Karlsruhe to this extent for any disadvantages and damages arising in this connection, unless the participant proves that he is not responsible for the infringement.

§ 11 Force majeure/pandemic-related restrictions, cancellations by Messe Karlsruhe

- (1) Force majeure is an event beyond the control of the contracting parties that is unforeseeable and unavoidable. If one of the contracting parties is prevented by an event of force majeure from duly and punctually rendering the services owed under the contract, the party concerned shall be entitled to demand an adjustment of the contract. In the event of force majeure, the organisers are entitled in particular to postpone, shorten, extend or restrict the event in whole or in part. If an adjustment is impossible or unreasonable, each of the contracting parties is entitled to withdraw from the contract. The withdrawal shall be declared to the other contracting party in text form without delay, stating all circumstances that justify the unreasonableness. This shall also apply if one of the service providers or service suppliers of Messe Karlsruhe (e.g. the production facility, the platform used for the digital formats or the host of the content platform) is unable to provide its services to the organisers due to force majeure.
- (2) If, in the event of force majeure, the organisers are unable to grant visitors unrestricted access to the event, they shall be entitled to hold the event in a modified or supplemented hybrid format (in particular streaming, virtual tours, online viewing rooms, etc.), insofar as the modified conception of the event does not unreasonably impair the trade fair and exhibition offering for the customer.
- (3) Official, police or court orders to suspend or discontinue operations, or orders, decrees or legal ordinances or the like to close operations, are equivalent to force majeure as defined in paragraph 1, insofar as the organisers are not culpable in causing this measure. This also applies to travel bans or bans on necessary accommodation for speakers or exhibitors in such numbers that the defining character of the respective event is lost.

- (4) The adjustments mentioned in paragraphs (2) and (3) do not entitle the customer to withdraw from the contract, to reduce the fee or to assert further claims against the organisers, unless the customer is a consumer in the sense of § 13 of the German Civil Code (BGB).
- (5) In the event of a complete cancellation of the event, the organisers will refund the ticket price already paid. There shall be no further claims against Messe Karlsruhe.
- (6) A case of force majeure shall also be deemed to be the following
 - the interruption or not merely minor restriction of an adequate supply of electricity, gas or water, insofar as such interruption or restriction is not of short duration or is not the fault of Messe Karlsruhe or the organisers,
 - with regard to the occurrence and further development of pandemics in accordance with the Infection Protection Act (IfSG),
 - due to official/governmental orders or decrees.

§ 12 Special conditions for congress and seminar events

When a ticket is purchased for a congress or seminar event or by redeeming the voucher or invitation code, the ticket is personalized and is only valid for the person named in each case. Instead of the registered person, another person may attend the event, provided that POLIS is notified of this in writing in advance.

In the case of both, congresses and seminars, the customer will be released from his payment obligation if, with the consent of the organisers, he provides a substitute participant. The organisers will only refuse consent if the substitute participant lacks the admission requirements or personal suitability.

§ 13 Photography, right to one's own image

- (1) Professional image recordings of any kind, in particular photography and filming/video recording, are only permitted on the event premises by persons who have been approved for this purpose by possessing a valid media ticket or signing a contract for photography and filming with the organisers' party. Participants and organisers can also do personal and commercial recordings of any kind, as long as they include the POLIS 2024 logo or clearly refer to the Conference when they share them, as well as respect a code of conduct of decency (no misinformation, no explicit, rude, or aggressive content, no personal attacks, trolling, or abuse, no racism, sexism, or any other discrimination). The

recording and / or duplication or reproduction of live streams or other offerings from the digital part of the event is also not permitted.

- (2) If photographs, film and/or video recordings are made in the area of the place of assembly by employees of Messe Karlsruhe or the organisers or companies commissioned by them for reporting or advertising purposes, the recording activity must not be obstructed or impaired in any other way. All persons entering or staying on the premises used in the course of the Annual POLIS Conference 2024 are informed by the present ticket terms and conditions that photographs, film and video recordings may be made. Recordings of participants in and visitors to events may be published without the consent of the person concerned in accordance with the provisions of § 23 of the Act on Copyright in Works of Fine Arts and Photography (KunstUrhG).

§ 14 House rules, house rights

- (1) The customer undertakes to comply with the house rules of Messe Karlsruhe. These can be viewed on the website www.messe-karlsruhe.de and become an integral part of the contract.
- (2) Messe Karlsruhe or the persons authorized by it (staff, security and security services or third parties commissioned by it) shall exercise domiciliary rights. Their instructions and orders must be complied with.

§ 15 Liability

- (1) The organisers shall be liable without limitation for damages resulting from a wilful or grossly negligent breach of duty on the part of the organisers or one of its legal representatives or vicarious agents. The organisers shall be liable for the slightly negligent breach of material contractual obligations (obligations the breach of which jeopardizes the achievement of the purpose of the contract or the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contracting party regularly relies). In the event of a breach of material contractual obligations, however, the organisers' liability shall be limited to the foreseeable damage typical for the contract. Liability for the slightly negligent breach of obligations other than those specified in the above sentences is excluded.
- (2) The limitations of liability specified in paragraph (1) shall not apply in the event of injury to life, limb or health.

§ 16 Data protection

- (1) Insofar as Messe Karlsruhe receives personal data from customers, such data will be treated confidentially in accordance with the applicable provisions of data protection law.
- (2) The data protection declaration of Messe Karlsruhe for the Annual POLIS Conference 2024 applies; this is available for viewing and downloading in the ticket store.
- (3) In all other respects, the transfer of your personal data to third parties outside the scope described in the data protection declaration of Messe Karlsruhe for the Annual POLIS Conference 2024 is not permitted.

§ 17 Place of performance

The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Place of performance and jurisdiction is Karlsruhe.

§ 18 Settlement of disputes with consumers

The organisers are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board. The EU Commission's platform for online dispute resolution can be reached at www.ec.europa.eu/consumers/odr.

§ 19 Final Provisions

If any provision of these General Terms and Conditions is or becomes invalid or unenforceable or does not contain a necessary provision, the validity of the remaining provisions of these General Terms and Conditions 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 far 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 recognized this gap. The EU Commission's platform for online dispute resolution can be reached at www.ec.europa.eu/consumers/odr

Karlsruhe, 27 June 2024