

General Terms and Conditions Ticket-Shop, Status 06/2022

The general terms and conditions governing the online ordering of tickets and catalogues for trade fairs and exhibitions of the Koelnmesse enterprise

1. Scope of the General Terms and Conditions

The following terms and conditions apply to all orders for and mailings of tickets and catalogues, which take place on the basis of an online order via the Internet, for trade fairs and exhibitions staged by the Koelnmesse enterprise (Koelnmesse GmbH, Koelncongress GmbH) - hereinafter referred to as Koelnmesse - at the trade fair venue in Cologne. They are supplemented - insofar as the event takes place on the Cologne trade fair grounds - by the attached Koelnmesse House and Grounds Regulations for the Cologne Exhibition Centre.

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 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". In placing an order, the customer accepts these general terms and conditions as binding.

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

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

The majority of the trade fairs and exhibitions staged by Koelnmesse are only open to trade visitors. The pertinent admission regulations and trade visitor definitions are to be found on the Koelnmesse website 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 and catalogues. In placing an order, the customer confirms - if required - that he or she is a bona fide trade visitor. Koelnmesse is entitled to conduct appropriate checks in order to determine that customers are indeed bona fide trade visitors and to refuse admission to persons who do not fulfil 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/or catalogue and in respect of damages - are excluded.

If the Customer is a journalist, he or she will receive a ticket for the respective event free of charge after proper accreditation. The provision of a free ticket does not establish a claim to free tickets in

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the future. All of journalists approved by Koelnmesse must comply with all of Koelnmesse's contractual stipulations and general terms and conditions, including the house and ground regulations. Like every other visitor and exhibitor, they must also follow the instructions of the guards and security staff on the Cologne exhibition grounds.

If consumers in the sense of Section 13 BGB are eligible to attend a trade fair or exhibition, the event in question is 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 ticket is issued for a specific person and non-transferable; it is valid only in connection with a valid picture ID. The journalist's ticket is only valid in conjunction with a valid press pass.

If the event takes place at least partially on the exhibition grounds, the following regulations also apply:

- Day tickets become invalid when the bearer leaves the event venue.
- Koelnmesse is entitled to refuse admission to the trade fair grounds or to individual trade fair halls for good cause, in particular in cases of particular danger, or to demand and enforce immediate evacuation.
- It is the customer's responsibility to acquire comprehensive information well in advance regarding the relevant entry regulations of the Federal Republic of Germany, and in particular whether a visa is required. Koelnmesse is not liable for damages or other disadvantages that may result for the customer if he fails to observe this regulation.

4. Prices and Costs

The prices for tickets and catalogues are indicated on the website for the particular trade fair/exhibition in question. 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 and Reservation of Ownership

The total price inclusive of all charges and the statutory VAT is due immediately upon 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 unless Koelnmesse has approved another means of payment for this particular case (e.g. direct debit). Koelnmesse accepts the following credit cards: Visa Card, Master Card, Maestro Debit Card and Amex. 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.

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The ordered goods remain the property of Koelnmesse until full payment has been rendered.

6. Delivery, shipping terms and ticket allocation

Ordering tickets:

- If the event takes place not only digitally but at least partially on site, the tickets will be made available to the customer in the respective event app together with the public transport ticket (see item 9) no later than 14 days before the start of the event. Tickets and travel passes purchased online via the ticket-shop can only be used via the app for the respective event. In the app, registration must take place using the same data (e-mail address and password) as in the ticket-shop.
- If the event is held only or at least partially digitally, the customer can log in to the digital event platform of the event after purchasing the ticket using the same registration data (e-mail address and password) as in the ticket store.

Ordering catalogues:

- If the catalogues are issued at an early stage, customers can order these in the ticket-shop (sent directly to customer). Koelnmesse sends catalogues through a distribution company to the address given by the customer immediately after the order has been received.
- For most events catalogues are not sent directly to the customer. In this case, customers can order the catalogue in the ticket-shop and then pick it up at the entrance of the exhibition centre on presentation of the pick-up-ticket catalogue.

Koelnmesse also has the right to e-mail the order confirmation and the invoice.

Technical requirements for the mobile ticket in the ticket wallet of the app:

- Internet-enabled smartphone with current operating system
- Download of the respective event app via the app stores Play Store (Android) or App Store (Apple)

Technical requirements for using the digital event platform:

- Internet-capable PC or smartphone.
- The following, common web browsers, each in the current version, are supported. The use of outdated versions or other browsers such as Internet Explorer or Edge may lead to restrictions.
 - Chrome
 - Safari
 - Firefox
- All audio and video functions run entirely through the web browser. No plugins or similar are integrated.
- Sufficient bandwidth is required to use video streams and audio-video calls (cf. Youtube, Zoom, MS Teams).
- The use of a headset is recommended.

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If the event is not only digital but also takes place at least partially on the premises, the following also applies: The mobile ticket is provided with a QR code that enables entry to and exit from the event in the entrance area. When scanning, make sure that the backlight of the cell phone display is activated and switched on; otherwise, the QR code may not be scanned correctly.

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.

Customers are particularly prohibited from doing the following:

- Offering tickets for sale publicly, at auctions (including, and particularly, on the Internet) and/or at advance ticket sale offices that are not authorized by Koelnmesse.
- Offering tickets at a higher price than that at which they were purchased.
- Offering tickets commercially and/or in large numbers or selling/transferring tickets to commercial resellers and/or ticket agents.
- Using tickets or letting them be used in another commercial manner (especially for advertising purposes) without obtaining Koelnmesse's explicit written permission in advance.
- Transferring tickets to individuals who are not trade visitors as defined for the event in question.
- Transferring tickets to individuals who may not enter the exhibition centre due to their age or who are only allowed to enter it in the company of an adult.

If tickets are transferred in an unauthorized manner, Koelnmesse especially has the right to do the following:

- To invalidate the tickets in question and prevent the ticket holder from entering the exhibition centre and the digital event platform without giving him or her any compensation.
- To ban the customer from ticket selling for an appropriate period of time. The length of this period will be determined on the basis of the number and severity of the 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 online platform or are related to the purchase and use of tickets and catalogues for trade fairs and exhibitions of the Koelnmesse enterprise.

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- The accuracy and completeness of the links and references that are made to external content in connection with the use of the online 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 tickets and catalogues for trade fairs and exhibitions of the Koelnmesse enterprise.
- The assurance that the information provided at the website is correct, complete and up-to-date.

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

Insofar as the use of a digital event platform is the subject of Koelnmesse's service, the use of this platform is at the customer's own risk. Koelnmesse makes every effort to provide correct information, but accepts no liability or guarantee for the topicality, correctness and completeness of the information provided. Koelnmesse accepts no responsibility for the technical availability of the services offered. Warranty claims or claims for damages of any kind in the event of a technical failure or other operational disruptions are excluded. In particular, maintenance, security or capacity issues, as well as events beyond the control of Koelnmesse (such as disruptions to public communication networks, power failures, etc.), can lead to short-term disruptions or the temporary discontinuation of services. Koelnmesse does not guarantee that the web pages will be available at all times and can be accessed by the participants or that they will be free of errors in terms of content or technology. Koelnmesse is not liable for incorrect information caused or disseminated by participants and/or third parties, including cooperation partners, in connection with the ordering of tickets to trade fairs and exhibitions of the Koelnmesse enterprise on the Internet. In particular, Koelnmesse accepts no liability if e-mails or data entries do not comply with the technical requirements stipulated in these GTC or those stipulated for the website and, as a result, are not accepted and/or accepted by the system. Koelnmesse is not liable for offers made by third parties, in particular those made by Koelnmesse's cooperation partners, which are advertised on this online platform or in connection

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with the acquisition and use of tickets to trade fairs and exhibitions of the Koelnmesse enterprise. Koelnmesse accepts no liability for the correctness or completeness of all links and references made to external content within the scope of using the online platform.

9. Ticket and travel ticket for local public transport

Trade visitors can use local public transport free of charge for the majority of the trade fairs and exhibitions staged by the Koelnmesse enterprise, provided that at least part of the event takes place on the Cologne exhibition grounds. The associated information can be found on the Koelnmesse website for the particular trade fair/exhibition in question. In this case, the customer is sent the travel ticket separately and posterior - possibly with a time delay - via the ticket retrieval in the app. As a result, the ticket must be booked at least 24 hours before the free-of-charge ticket is used on public transport.

When purchasing tickets online, the ticket can also only be used via the app of the respective event. For the duration listed, the printed tickets serve as special second-class travel tickets within the network of the Rhein-Sieg Transport Authority (VRS). In some cases, they also serve as tickets in the network of the Rhein-Ruhr Transport Authority (VRR). This does not apply to trains of the German railway company Deutsche Bahn AG that are subject to a supplementary charge. The travel ticket is personalized and non-transferable; it is only valid in conjunction with a valid photo ID and the ticket.

10. Networking and Leadtracking

Koelnmesse GmbH provides depending on the event the service of Networking and, if offered, Leadtracking as an additional contractual service within the visit of the Customer to the trade fair at the Cologne trade fair grounds and digitally via the app of the event. This service consists of the customer receiving the personal data provided to Koelnmesse GmbH during registration in the ticket-shop/ticket purchase (form of address, title, name, given name, address, e-mail address and where applicable company, position, telephone number, fax number, interests) stored within the app for a possible exchange with other event participants. If the customer wishes to exchange his contact data with other users, he must activate the networking button in the app and can then have the QR code displayed for this purpose in his app scanned by users of his choice during the event. This causes an exchange of contacts to take place in the app. The purpose of use of the data transmitted by the scan that takes place on site is agreed by the customer alone with the user. The customer is not obliged to actually participate in the "networking" when visiting an event.

To participate in networking in the app, the networking button must be activated in the app's customer profile. If the networking button is activated, the customer profile is displayed to other users as part of the networking participation. If an exchange of data is desired, this takes place in the app of the event via an accepted contact request. These users then receive the customer's "digital business card," that is, the personal data provided by the customer when purchasing the ticket. The purpose of use of the data transmitted through the digital exchange of contact data is agreed by the customer alone with the user. The customer is not obliged to actually participate in the networking in the app of an event.

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If Leadtracking is offered as part of the event, the customer can additionally download his contacts in the app with the personal data (title, surname, first name, e-mail address and, if applicable, company, function, telephone number, fax number, interests) provided during registration in the ticket-shop/ticket purchase.

Insofar as the event is held digitally only or at least in part, this service shall also be provided as an additional contractual service. In this case, this service consists in the fact that the personal data provided by the customer when registering in the ticket-shop/buying tickets (surname, first name, e-mail address, company, position, interests and, if applicable, title, academic title and telephone number) is stored in the customer's profile as a "digital business card". This "digital business card", i.e. the personal data provided by the customer when purchasing a ticket, may be passed on to other users. Consent to Networking is voluntary and only applies to exhibitors and visitors with whom the customer has exchanged contact details via the event's app or via the event's digital event platform. During registration, the customer may also consent to the sharing of his "digital business card" with all exhibitors for the purpose of allowing all exhibitors to contact him in advance of the event to arrange appointments. This consent also applies to the "Request a meeting" function. In this case, the requested exhibitor will receive the customer's personal data as well as the indication that the customer has requested an appointment.

Data transfer to exhibitors from online tracking will only be carried out if the customer has given consent and applies to exhibitors whose exhibitor content (e.g. by visiting exhibitor showrooms, lectures, virtual cafés) the customer has used via the event's app or digital platform.

11. Final Provisions

Should individual provisions of these General Terms and Conditions be, or become, invalid, the validity of the contract, or of the remaining provisions, shall not be affected. Invalid provisions will be replaced by valid provisions that come closest to fulfilling the purpose being pursued by the parties in question.

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

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that has jurisdiction on the basis of the EU regulation of 12 December 2012 (Regulation (EU) No 1215/2012) as amended.

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Attachment

House and Ground Regulations of Koelnmesse for the Cologne Trade Fair Grounds

1. These house and grounds regulations apply to all areas of the trade fair grounds in Cologne, i. e. all halls, outdoor areas and all buildings and grounds which have been let to Koelnmesse either temporarily or permanently. They apply to all persons who enter or spend time on the trade fair grounds in Cologne as defined above.
2. The domestic authority is exercised within the trade fair grounds in Cologne by the staff of Koelnmesse and/or the staff of the security companies employed by Koelnmesse.
3. Koelnmesse has the right to limit access to the trade fair grounds - and in particular to the halls - to exhibitors, visitors and other third parties, e. g. to allow access to trade visitors only and to monitor adherence to the admission conditions. The halls and other event areas may be entered only by those persons holding a valid admission ticket. This ticket must be shown on demand. Diverging access regulations - for exhibitors and companies working within the Cologne trade fair grounds in particular - are not affected by this regulation.
4. Children and young people below the age of 16 may enter the grounds during an event only when accompanied by an adult. Special notification will be given of diverging regulations. Adults and young people over the age of 16 enjoy unrestricted admission. Children below the age of six are admitted free of charge. An appropriate admission ticket must be purchased in all other cases. Event-related special regulations such as 'for trade visitors only' are not affected by this regulation.

Children and young people below the age of 16 who are not trainees of a company working on the trade fair grounds during the stand construction and stand dismantling periods are not permitted to enter the grounds during these periods.

5. The staff of Koelnmesse or the staff of the security companies employed by Koelnmesse who can identify themselves as such are permitted to check tickets at the trade fair grounds. Those found on the grounds without a valid admission ticket or other access authorisation, or those who are found on the grounds without permission, must leave the grounds immediately.
6. To increase security, Koelnmesse uses video surveillance to monitor the grounds.
7. Persons enter/drive onto the trade fair grounds at their own risk. Within the scope of the law, Koelnmesse excludes any liability. The provisions of the Road Traffic Regulations (StVO) apply. Unless traffic conditions make it necessary to drive at a walking pace, the speed limit is 30 km per hour. Koelnmesse has the right to impose pedestrian and vehicular access limits on the trade fair grounds, to refuse access or control access in any other way it deems fit.

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8. 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 a basic contractual obligation (obligations that make the orderly implementation of the contract possible in the first place, and the observance of which the parties to the contract regularly rely on and can expect to rely on). In such a case, Koelnmesse's liability is limited to the compensation of the foreseeable, typically occurring damage. Liability for untypical, indirect or consequential damages is excluded.

Koelnmesse is not liable for the loss or damage of items that are brought onto the fairgrounds by exhibitors, visitors or other third parties. In addition, Koelnmesse is not liable for any damage caused by force majeure.

9. All kinds of vehicles and other items may be parked or deposited in those areas specifically set aside for loading and unloading. Escape routes, fire brigade approach routes and fire brigade deployment areas must be kept free at all times. When depositing interchangeable open bodies or containers, measures must be taken to prevent them from sinking into the tarred surface. The owner/operator is liable for damage without proof of fault. Vehicles, containers etc. which have been deposited illegally will be moved or towed away at the expense of the owner/keeper or perpetrator.
10. It is forbidden to act in any way which risks interrupting the regular progress of the event, the construction or the dismantling, or to violate the interests of Koelnmesse in any way. This includes the following in particular:
- every business activity not permitted on the trade fair grounds, in particular the sale of objects and services of all kinds or their distribution free of charge;
 - the unauthorised distribution or posting of flyers, advertising material, posters, magazines etc. as well as the attachment of stickers of any kind; the same applies if the aforementioned material is distributed by Deutsche Post AG or comparable companies and organisations as bulk mailings or in similar fashion;
 - the presence of animals;
 - the pollution of the hall or outdoor areas as well as any behaviour which could endanger or pollute the environment;
 - the unauthorised entry of vehicles onto the trade fair grounds and the unauthorised use of vehicles on the trade fair grounds;
 - the use of bicycles, scooters, kickboards, roller skates, inline skates, skateboards and similar means of transport on the Boulevard and in the halls, buildings and connecting levels; exceptions will be announced separately;
 - unauthorised assemblies and processions of all kinds;

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- the carrying of weapons and other objects which must be registered, or of hazardous substances and the like;
 - the direct sale, purchase or exchange of exhibits and other objects; exceptions will be announced separately;
 - being present at the trade fair grounds outside the specified opening hours.
11. Photography, filming, video recording, drawing, painting etc. for commercial purposes requires the prior written authorisation of Koelnmesse and - in those cases involving stands or products belonging to exhibitors or other third parties, or concerning persons - the prior written permission of the holder of the rights. Koelnmesse has the right to impose more stringent regulations in this regard.
 12. Koelnmesse staff or companies or persons working on behalf of Koelnmesse who take photographs, film and/or record videos at the trade fair grounds in Cologne for the purpose of creating reports or advertising must not be disturbed or prevented from doing their work. All persons who enter the fair grounds and spend time there are informed by the house and grounds regulations of the fact that photos will be taken and films and videos recorded on the trade fair grounds in Cologne. By entering the grounds, those people who can be identified in these photos or recordings consent to the use of this material for reports and for advertising purposes.
 13. Surveys, statistical studies and other comparable activities are subject to prior written permission of Koelnmesse.
 14. Koelnmesse has the right to limit the use of transmitting and receiving equipment on the trade fair grounds.
 15. Exhibits, stand inventory or parts of display equipment and similar objects may be transported within the trade fair halls or out of the fairgrounds only if the right to do so has been determined by the presentation of a written confirmation from the owner/keeper.
 16. Objects found on the trade fair grounds must be brought to the Lost and Found office located at Messewache (security office) North or East. Lost objects can be collected from these offices.
 17. Koelnmesse has the right to forbid the carrying of bags and other receptacles on the grounds. Bags and other receptacles can be left at the cloakrooms for a fee. If the carrying of bags and other receptacles is not permitted, visitors who nevertheless wish to carry bags or other receptacles may be denied entry.

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Concluding regulations:

Should any person act in breach of these house regulations or any other provisions laid down by Koelnmesse, the latter reserves the right to evict that person from the trade fair grounds or bar that person from entering the grounds for a certain period or permanently. Breaches of the Conditions of Participation may result in exclusion from participation in the current event or from participation in future events. The measures listed in these house regulations do not exclude the possibility of criminal prosecution.

Koelnmesse enterprise