

## Notice

**If you redeem a ticket code for a visitor ticket, you agree that we may pass on your data (title, name, address, e-mail address) to the exhibitor who has purchased this ticket code from us so that he can contact you for advertising purposes.**

**If you do not agree to this data transfer, you can purchase a visitor ticket in our ticket shop without redeeming the ticket code.**

## 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 Koelnmesse House and Grounds Regulations for the Cologne Exhibition Centre in their currently valid version. The currently valid version is attached to these terms and conditions.

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 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, Reservation of Ownership and Invoice

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.

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

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

Complaints regarding the invoice must be made in writing immediately, at the latest within two weeks of receipt, or in the case of electronic invoicing, also by email; later objections, unless they are based on a fault on the part of Koelnmesse GmbH, cannot be taken into account.

## 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 together with the public transport ticket (see item 9). When using the app, registration must take place using the same data (e-mail address and password or, in the case of the app operated by Swapcard, only with the e-mail address) 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 or, in the case of the digital event platform operated by Swapcard, only with the e-mail address) 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.

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.
  - o Chrome
  - o Safari
  - o 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.

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 co-operation 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.
- 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 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. Personal profile, list of participants, Networking and Leadtracking

If the event is held exclusively or additionally digitally, a customer account will be created after the ticket purchase in the app and, if offered, on the digital event platform of the event with the data provided by the customer during registration (title, surname, first name, street, house number,

postal code, city, country, e-mail address and, if applicable, company, function, telephone number, fax number, interests).

The customer can change his data at any time in the app or on the digital event platform under "My profile".

In the participant list, the customer will find the list of other participants in the event. By default, the customer's profile is also displayed if he has purchased a ticket or redeemed a ticket code for the event as a trade visitor or stand personnel. The profile of private visitors is not activated automatically. The customer can deactivate his profile (hide it) and also reactivate it and thus make it visible again.

As an additional contractual service, Koelnmesse GmbH provides the "Networking" and "Leadtracking" services if offered at the respective event.

In the case of "networking", the customer receives the "digital business card" of the other participant, i.e. the data provided by the participant when purchasing the ticket (title, surname, first name, street, house number, postal code, city, country, e-mail address and, if applicable, company, function, telephone number, fax number, interests). This data is made available for access in a list of the customer's contacts within the app/digital event platform of the respective event.

If data exchange ("networking") is desired, this takes place digitally via an accepted contact or meeting request. Thus, "networking" in the app/digital event platform is only possible for customers whose profile is visible in the list of participants. At the on-site event, "networking" is done by scanning the badge with the badge reader included in the app of the respective event. Alternatively, the QR code stored in the app for this purpose can be scanned with the badge reader.

The customer agrees the purpose of use of the data exchanged in this way solely with the other participant. The customer is not obliged to actually participate in the "networking" of an event.

If "lead tracking" is offered as part of the event, the customer can additionally download his contacts, i.e. the "digital business cards".

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

## Attachment

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

1. The House and Grounds Regulations shall apply to all areas of the trade fair grounds in Cologne, i.e. to all halls, the outdoor area as well as to all buildings and land areas that have been temporarily or indefinitely licensed to Koelnmesse. These Regulations shall apply to all persons entering or staying on the trade fair grounds in Cologne in the aforementioned sense.
  2. Koelnmesse exercises domiciliary rights within the area of the trade fair grounds in Cologne, through its employees and/or employees of security companies commissioned by Koelnmesse. Instructions by security personnel must be followed.
  3. Koelnmesse shall be entitled to govern access to the trade fair grounds - and to the halls in particular - for exhibitors, visitors and other third parties, e.g. to grant admission to trade visitors only, and to monitor compliance with the conditions of admission. The trade fair grounds may only be entered with a valid admission ticket. This ticket must be presented on request. Staying on the trade fair grounds is only permitted during the specified opening hours. Varying admission rules - specifically for exhibitors and Koelnmesse service partners - shall remain unaffected by this.
  4. For children and adolescents up to the age of 16 admission during the events shall be subject to adult accompaniment. Teenagers 16 years of age or older shall have the same, unlimited admission as adult visitors. Any regulations deviating from this will be announced separately, e.g. on the respective event homepage. Event-based special arrangements, e.g. 'for trade visitors only', shall remain unaffected by this. Admission during set-up and dismantling shall not be permitted for children or adolescents up to the age of 16 unless a training relationship with a company operating on trade fair grounds during set-up and dismantling can be demonstrated.
  5. Employees of Koelnmesse, or of the security companies commissioned by Koelnmesse, who can identify themselves as such, shall be entitled to perform ID checks on the trade fair grounds. Persons encountered who are not in possession of a valid admission ticket, who are unable to prove some other right of admission, or who are otherwise not authorised to be on trade fair grounds, shall leave the trade fair grounds immediately.
  6. The trade fair grounds are under video surveillance for general security reasons.
  7. Koelnmesse shall be entitled to prohibit the carrying of bags and other containers on trade fair grounds. For reasons of general security and theft prevention, bags and other containers that individuals carry with them are subject to spot checks or comprehensive checks at the entrances and exits of the trade fair grounds. By entering the trade fair grounds, those who carry bags or other containers with them give their consent to have these bags and containers checked.
  8. Koelnmesse shall be liable for damages - regardless of the legal grounds on which they are based - for intentional and grossly negligent acts. In the case of simple negligence, Koelnmesse shall be liable only:
    - for damages resulting from injury to life, body or health,
    - for damage caused through a significant breach of material contractual obligation (obligation upon the fulfilment of which execution of the Agreement is possible to begin with and on fulfilment of which the Contracting Party regularly does and may rely); in this case, however, the liability of Koelnmesse shall be limited to compensation for such damage as is foreseeably and typically incurred. Liability for indirect or consequential damages that are not typical for this Agreement are hereby precluded.
- Koelnmesse accepts no liability for the loss of or damage to objects brought onto the trade fair grounds by exhibitors, visitors or other third parties. Moreover, Koelnmesse does not accept liability for damage resulting from force majeure.
9. A valid entry permit is required to enter the trade fair grounds with a vehicle. Separate regulations may apply to parking areas. Entering and driving within the trade fair grounds are at the visitor's own risk. Koelnmesse assumes no liability within the framework of applicable statutory provisions. The German Road Traffic Act (StVO) shall apply. Unless traffic conditions require walking speed, the maximum speed shall be 30 km/h. Koelnmesse shall be entitled to restrict, completely prohibit or otherwise regulate times and areas for entry to/driving within the trade fair grounds. Driving into the exhibition halls shall only take place in exceptional cases and only with prior permission. Instructions by guidance personnel must be followed. Koelnmesse reserves the right to check vehicles at the entrance and exit in the event of a suspected violation or criminal offence for reasons of general security and theft prevention.
  10. The parking of vehicles and the placement of other objects of any type shall be confined to the designated areas. Escape routes and areas for the fire brigade (bypasses, set-up and movement areas) must be kept clear at all times. When placing swap-bodies, containers, etc., suitable measures shall be taken to keep them from sinking into the road surface. The owner/keeper shall be liable for damage without proof of fault. Vehicles, containers, etc., that have been parked unlawfully shall be moved or towed at the expense of the owner/keeper or source of the interference. In such cases, Koelnmesse reserves the right to subsequently charge parking fees.
  11. Any conduct shall be prohibited if it is likely to disrupt the proper execution of an event or of set-up and dismantling, or that violates the interests of Koelnmesse in any other way, in particular
    - any unauthorised commercial activity on the trade fair grounds, particularly the offer of all manner of goods and services, whether for remuneration or free of charge;
    - the unauthorised distribution or display of leaflets, promotional literature, posters, magazines, etc., as well as the affixing of stickers of all kinds; the same shall apply if the aforementioned publications are distributed by post or in a comparable manner by Deutsche Post AG or similar companies and institutions;
    - the presence of animals (with the exception of guide and assistance dogs required for medical reasons; suitable medical evidence must be presented on request);
    - soiling of the hall or outdoor space, the uncontrolled disposal of waste, the bringing of waste onto the trade fair grounds, and any behaviour likely to pollute or endanger the environment;
    - the unauthorised entry of vehicles into the trade fair grounds as well as the unauthorised use of vehicles on the trade fair grounds;
    - the use of scooters, Segways, kickboards, roller skates, inline skates, skateboards and comparable means of transportation with or without motors anywhere on the trade fair grounds;
    - the use of bicycles with or without motors in the exhibition halls, in the exhibition boulevard, in the other buildings and connecting walkways;
    - any manner of unauthorised assemblies and processions;
    - the carrying of weapons and other objects subject to registration in accordance with the Weapons Act (WaffG) (firearms, simulated weapons, etc.), the carrying of other mock weapons (including cosplay props) and other dangerous objects that are not subject to the Weapons Act;
    - the carrying of fireworks, pyrotechnics and explosives;
    - the use of unmanned aerial vehicles (e.g. drones);
    - the direct sale or purchase as well as the exchange of exhibits and other items;
    - the use of drugs and the excessive consumption of alcohol;
    - smoking, including e-cigarettes, outside the designated smoking areas

If applicable, any rules varying from this will be announced separately.

12. Photographing, filming, the making of video recordings, drawing, painting, etc., for commercial purposes shall be subject to the prior, written consent of Koelnmesse and - where exhibition stands or products of exhibitors or other third parties or persons are concerned - the prior, written consent of the owner of the rights in question. Koelnmesse shall be entitled to issue further regulations for this purpose.
13. Insofar as photographs, film and/or video recordings are made by employees of Koelnmesse, or by companies or persons commissioned by Koelnmesse, in the area of the trade fair grounds in Cologne, for reporting or promotional purposes, this recording activity must not be hindered or otherwise impaired. All persons entering or staying on trade fair grounds are hereby advised of the provisions of the House and Grounds Regulations governing the making of photographs, films and videos in the area of the trade fair grounds in Cologne. By entering the trade fair grounds, those individuals who are recognisable in such recordings consent to use of these recordings for both reporting and promotional purposes.
14. Surveys, statistical polls and similar events shall be permitted only subject to the prior, written approval of Koelnmesse.
15. Koelnmesse shall be entitled to impose restrictions on the operation and volume of instruments and electro-acoustic systems on the trade fair grounds.
16. Goods for display, stand inventory or parts of stand equipment, as well as similar objects, may only be transported within the exhibition halls or transported outside of trade fair grounds upon proof of authorisation through presentation of a written confirmation on the part of the owner/holder.
17. Items found within trade fair grounds are to be handed in to the Lost and Found Office at Messewache (Security Office) North or East. Lost items can be retrieved there.

**Concluding provisions:**

In the event of violations of the House Rules or other provisions of Koelnmesse, Koelnmesse shall be entitled to expel the individual(s) involved from the trade fair grounds, or to issue a temporary or permanent ban on their use of the grounds. Violations of the General Conditions of Participation may result in exclusion from participation in the event currently in progress, or from participation in future events. The measures as set forth in these House Rules shall not be construed in such a way as to preclude criminal prosecution.

Koelnmesse Group