

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

1. Scope of the General Terms and Conditions

The following terms and conditions apply to all orders and mailings of tickets, catalogues, and SuperfanBoxes, which take place on the basis of an online order via the Internet, for trade fairs and exhibitions staged by the Koelnmesse Group (Koelnmesse GmbH, Koelnmesse Ausstellungen GmbH) – hereinafter referred to as “Koelnmesse” – at the trade fair venue in Cologne. They are supplemented by the attached Koelnmesse [House and Ground 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 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”. The customer has the opportunity to check the completed order form once more and correct it if necessary before placing this legally binding order. 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 tickets, restriction to trade visitors, admission restrictions and right of cancellation for tickets and gamescom SuperfanBoxes

The majority of the trade fairs and exhibitions staged by the Koelnmesse Group 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 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 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 admission ticket is issued for a specific person and non-transferable; it is valid only in connection with a valid picture ID.

Day tickets become invalid when the bearer leaves the exhibition centre.

Koelnmesse has the right to prevent people from entering the exhibition centre or individual exhibition halls or to demand and enforce the immediate evacuation of these facilities if there is a good reason for this, in particular if there is danger.

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.

Right of cancellation of the gamescom SuperfanBox

If you as a consumer in the sense of Section 13 BGB (the purchase serves neither a commercial purpose nor that of a self-employed professional activity) order a SuperfanBox¹, you have the right with reference to the aforementioned section to withdraw from the contract within 14 days without giving reasons. The ordered ticket, which is not part of the content of the SuperfanBox, remains unaffected by this and – as detailed above – cannot be cancelled.

The cancellation period is 14 days, beginning with the day on which you or a third party named by you (and who is not the carrier) has taken possession of the goods.

To exercise your right of cancellation, you have to notify us, Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany, fax: +49 221 821-3099 , e-mail: gamescom@visitor.koelnmesse.de) stating clearly (e.g. by means of a letter sent by post, fax or e-mail) that you are cancelling the contract. You can use the attached sample cancellation form for this purpose, although you are not required to do so. You can complete the sample cancellation form or another clear declaration electronically on our website (Internet address) and send it by letter, fax or e-mail. Should you make use of this possibility, we will immediately send you (e.g. by e-mail) a confirmation that we have received such a cancellation.

To meet the cancellation deadline, it suffices if you send the notification of your cancellation before the deadline expires.

Consequences of cancellation

If you cancel the contract, we have to reimburse you all of the payments – except for the price of the admission tickets for the event –, immediately and no later than 14 days from the day on which we received the notification that you cancelled the contract. For this reimbursement, we use the same means of payment that you used for the original transaction unless we have expressly agreed with you that we would use another means of reimbursement. Under no circumstances will you be billed any costs for this reimbursement.

Koelnmesse is entitled to use an external service provider to ensure the return of the goods. You have to send the goods back immediately and in any event within 14 days after the day on which you notified us of your cancellation of the contract. The goods have to be sent to or handed over to the service provider commissioned by us namely CAMPUS SPORTSWEAR GmbH (Perlenhof, Perlenpfuhl 27, 50667 Köln, telephone: +49 (0)221 277 38 6-0, info@campussportswear.de). You remain within the deadline if you dispatch the goods before the 14-day deadline expires.

Koelnmesse can refuse to reimburse the payments until our service provider has received the goods back

¹ gamescom SuperfanBox: This contains a unisex T-Shirt, a lanyard with a personalized badge and a festival wristband in exclusive design. The gamescom SuperfanBox is also available in combination with a pre-entry ticket for Wednesday, 21 August 2019 or Thursday, 22 August 2019. The pre-entry ticket entitles the purchaser to enter the entertainment area of gamescom as of 9:00 a.m. and thus one hour before the official opening for private visitors.

or until you can offer proof that you have sent the goods back, depending on which of these two occurs earlier. You bear the direct costs for sending back the goods.

You only need to pay for any decrease in the goods' value if this decrease in value was caused by you in a manner that was not necessary to check the consistency, the properties and the functioning of the goods.

If you wish to exchange the T-shirt contained in the SuperfanBox for a different size, we offer our exchange service on site at gamescom 2019. At the same time, we make clear that this offer applies only as long as supplies last. We do not make any guarantee of the availability of the size you want. Any exchange of the further contents of the SuperfanBox is in all respects excluded.

4. Prices and Costs

The prices for tickets and catalogues and SuperfanBoxes are indicated on the Internet site for the particular trade fair/exhibition in question. The relevant prices are the ones shown at the time of ordering.

5. Due Date / Payment / Reservation of Ownership

The total price inclusive of all charges and the legally applicable VAT is due immediately upon conclusion of the contract.

The customer pays the full amount given in the order confirmation as an online payment via PayPal or via credit card, insofar as no other means of payment, e.g. direct debit, has been permitted by Koelnmesse in the individual case. Koelnmesse accepts the credit cards: Visa Card, Master Card, Maestro Debit Card and Amex. The methods of payment will be selected by Koelnmesse. In the case of payment via PayPal you will be redirected to the PayPal website during the ordering process. You will be obliged to register there, if you are not already registered. Further notes will be shown during the ordering process. The payment transaction will be automatically carried out by PayPal directly afterwards. The payment is deemed to have been made only after the relevant amount has been credited to the account of Koelnmesse. In the event of payment being delayed or not made in full, Koelnmesse is entitled to withdraw from the contract. The actual charge to the credit card account takes place at the time that the goods are dispatched. Exception of this is the gamescom SuperfanBox, here the charge of the credit card account takes place after the order, the dispatch of the article takes place at the latest on 31.07.2019.

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

6. Delivery / Shipping Terms and Ticket Allocation

Ordering tickets:

The tickets are made available to the customer for downloading and printing immediately after ordering. An exception to this is the pre-entry tickets contained in the gamescom SuperfanBox, which together with the further contents of the gamescom SuperfanBox are dispatched in physical form by a shipping company.

The regulations in force are to be found on the Koelnmesse Internet site for the particular trade fair in question. If catalogues are published in advance customers can order the catalogue in the ticket shop (physical dispatch). Koelnmesse will forward catalogues via a shipping company to the address specified by the customer immediately after the order has been received. This does not apply to the gamescom SuperfanBox. This article will be dispatched at the latest on 31 July 2019.

Physical dispatch of the catalogues is not offered for some events. In this case customers can simply purchase a catalogue collection voucher in the ticket shop. The voucher enables customers to pick up the catalogue at the box office.

Koelnmesse is entitled also to send the order confirmation or invoice by e-mail.

Technical requirements:

- Installation of an Acrobat Reader on the PC/Mac used.
- Use of a commercially available Windows/Mac printer. A valid admission ticket must have a resolution of at least 300 dpi.
- It must be printed on white paper in A4 format.
- The printout must be in original size (100 %) in black and white.
- Printed on your admission ticket is a barcode that allows you to enter and leave the trade fair via the entrance area. The customer is responsible for ensuring that the barcode on the ticket is not smudged or damaged during printing or at a later time.

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 prohibited from doing the following in particular:

- 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 higher price than that at which they were purchased.
- 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 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 has the following rights in particular:

- To invalidate the tickets in question and prevent the ticket holder from entering the exhibition centre without payment of any compensation.
- To ban the customer from ticket sales for an appropriate period. The length of this period is determined on the basis of the number and severity of the violations.

8. Warranty

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 and capacity-related issues as well as events over which Koelnmesse has no control (e.g. disruptions in the public communication networks, power outages, etc.) can lead to brief disruptions or a temporary suspension of the 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 Group.

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.

9. Liability

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 someone'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. This is particularly the case with the possibility of immediately printing out the tickets.
- 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 Group.
- 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.
- The customer has no claim to the trade fair being held. Koelnmesse has the right to reschedule, shorten, extend or cancel an event, as well as to terminate the event temporarily or definitely, in part or in whole, insofar as such an action is required due to compelling reasons for which it is not responsible or unforeseen events such as force majeure, natural disasters, war, strikes, terrorist attack or the breakdown or obstruction of transport, supply and/or communication links. Koelnmesse shall immediately notify the public of such circumstances, provided it is not also prevented from doing so by force majeure. Should an event be cancelled, the organizer is not further liable for damages and/or other disadvantages that may result for the customer.

Koelnmesse assumes no liability for loss or damage of the dispatched gamescom SuperfanBoxes. The risk passes to the customer with the handover of the goods to the shipping company.

11. Data protection

In order to ensure the highest possible standard of security, Koelnmesse uses a secure transmission procedure for the transfer of customer data. The relevant data protection regulations are observed.

The data in question (name, address, e-mail address etc.) are collected by Koelnmesse in an automated process to a degree required for the purposes of establishing, drawing up and modifying the contractual relationship.

Koelnmesse is entitled to transfer these data to third parties commissioned with the execution of the

sales contract insofar as this is necessary for the fulfilment of existing contracts.

The customer's personal data will be collected, processed and used in accordance with the stipulations of the General Data Protection Regulation (GDPR) and the German Telemedia Act (TMG). Further details are contained in Koelnmesse's [Data Protection Regulations](#).

12. Admission ticket and travel ticket for local public transport

The majority of the trade fairs and exhibitions staged by the Koelnmesse Group enable travel to the event free of charge using local public transport. Information on this topic is to be found on the Koelnmesse Internet site for the particular trade fair/exhibition in question.

In this case the customer receives the travel ticket made available separately via e-mail to download and print out. The travel ticket must be printed out in A4 format. It is valid for the respective period of time as a second-class travel ticket within the network of the Rhein-Sieg Transport Authority (VRS) and in some cases also within the network of the Rhein-Ruhr Transport Authority (VRR). It is not valid for trains of the German railway company Deutsche Bahn AG that are subject to a supplementary charge. The travel ticket is issued for a specific person and non-transferable; it is valid only in connection with a valid picture ID and the admission ticket.

13. Lead Tracking

Koelnmesse GmbH provides the additional contractual service Lead Tracking as part of your trade fair visit. This service comprises the storage on your admission ticket by Koelnmesse GmbH of the personal data (form of address, title, name, given name, address, e-mail address and where applicable company, position, telephone number, fax number, marketing features) transferred in the course of your registration in the ticket shop/during the purchase of your ticket as a "digital business card". Should you wish to make use of the Lead Tracking service, you can have your admission ticket scanned by exhibitors of your choice during the event. These exhibitors then receive your digital business card, i.e. the personal data that you have provided during your purchase of the ticket. You only negotiate with the exhibitors about how the scanned data is to be used. You are not required to use the Lead Tracking service during the event.

14 Alternative dispute resolution process

The European Commission has made available a platform for extrajudicial dispute resolution: <http://ec.europa.eu/consumers/odr/>. We endeavour to clear up any differences of opinion regarding this online ordering process by common consent. However we are not in any way prepared or obliged to take part in a dispute resolution process.

15. Concluding Provisions

These conditions of participation can be changed at any time without further notification.

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, Federal Republic of Germany has exclusive jurisdiction over all disputes arising from international contracts. (Art. 17 of the European Convention on the Jurisdiction and the Enforcement of Judgements in Civil and Commercial Matters of 27 September 1968, "EuGVU"). Koelnmesse is also entitled to bring an action at any other court that has jurisdiction on the basis of the European Convention of 27 September 1968.

Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany
Executive Board: Gerald Böse (Chief Executive Officer), Herbert Marner
Chairwoman of the Supervisory Board: Mayor Henriette Reker
Registered office of company and court of jurisdiction: Cologne
Commercial Register at the Cologne District Court; HRB 952

Koelnmesse Ausstellungen GmbH, Messeplatz 1, 50679 Köln, Germany
Executive Board: Sandra Orth
Chairwoman of the Supervisory Board: Dr. Barbara Lübbecke
Registered office of company and court of jurisdiction: Cologne
Commercial Register at the Cologne District Court; HRB 33266

March 2019

Appendix 1

Koelnmesse's house and ground regulations for the Cologne exhibition centre

1. These house and ground regulations apply to all areas of the Cologne exhibition centre, 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 at the exhibition centre in Cologne as defined above.
2. The domestic authority is exercised within the Cologne exhibition centre 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 exhibition centre – 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 exhibition centre 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 special 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 at the exhibition centre 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 exhibition centre. Those found at

the exhibition centre without a valid admission ticket or other access authorisation, or those who are found at the exhibition centre without permission, must leave the exhibition centre immediately.

6. As part of its security concept, Koelnmesse carries out video surveillance at the exhibition centre.

7. Koelnmesse has the right to prohibit individuals from carrying bags and other containers with them inside the exhibition centre. For reasons of general security and the prevention of theft, bags and other containers that individuals carry with them are subject to spot checks or comprehensive checks at the entrances and exits of the exhibition centre. By entering the exhibition centre, people who carry bags or other containers with them give their consent to have these bags and containers checked.

8. Individuals who enter or drive into the exhibition centre do so 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 for periods of time and/or for areas at the exhibition centre, to refuse access or control access in any other way it deems fit.

9. 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 someone'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. Koelnmesse is not in any way liable for untypical, indirect or consequential damages for breach of contract. Koelnmesse is not liable for the loss or damage of items that are brought into the exhibition centre by exhibitors, visitors or other third parties.

Moreover, Koelnmesse bears no liability for damages caused by force majeure.

10. All kinds of vehicles and other items may only be parked or deposited in the marked areas for the purposes of 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/keeper 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.

11. 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 at the exhibition centre, 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 into the exhibition centre and the unauthorised use of vehicles at the exhibition centre;
- 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;
- 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 exhibition centre outside the specified opening hours.

12. 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.

13. Koelnmesse staff or companies or persons working on behalf of Koelnmesse who take photographs, film and/or record video films at the Cologne exhibition centre 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 ground regulations of the fact that photos will be taken and films and video films recorded on the Cologne exhibition centre. By entering the exhibition centre, those people who can be identified in these photos or recordings consent to the use of this material for reports and for advertising purposes.

14. Surveys, statistical studies and other comparable activities are subject to prior written permission of Koelnmesse.

15. Koelnmesse has the right to limit the use of transmitting and receiving equipment at the exhibition centre.

16. Exhibits, stand inventory or parts of display equipment and similar objects may be transported within the trade fair halls or out of the exhibition centre only if the right to do so has been determined by the presentation of a written confirmation from the owner/keeper.

17. Objects found at the exhibition centre must be brought to the Lost and Found office located at the Messewache (security office) North or East. Lost objects can be collected from these offices.

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 exhibition centre or bar that person from entering the exhibition centre 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.

Status: February 2018