

## General Terms and Conditions

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General terms of business of Messe München GmbH for purchasing tickets on the internet

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### I. Scope

The following terms of business apply to contracts for the sale of entry tickets (hereinafter referred to as Tickets) on the internet between Messe München GmbH (hereinafter referred to as MMG) and the purchaser of such Tickets (hereinafter referred to as Customer). Counter-confirmations by Customer quoting its own terms of business or terms of purchasing are hereby rejected. Changes to MMG's general terms of business shall only be valid if they have been confirmed in writing by MMG.

### II. Contract conclusion

Customer submits a binding offer by sending its purchase order. The contract will be concluded when MMG collects or debits the payment. Customer hereby waives its right to receive any acceptance of the order.

### III. Contract fulfilment by Customer

The prices of Tickets are shown on the relevant website. The prices shown on the website at the time the purchase order is placed shall be definitive. The purchase price shall be due for payment immediately upon conclusion of the contract. Customer shall pay the amount specified in its purchase order by credit card or direct debit if payment by direct debit is possible on the relevant website. MMG will accept the credit cards listed on the website. Fulfilment shall not take place in both cases until the amount has been credited to MMG's account.

### IV. Contract fulfilment by MMG

Customer will receive an email from MMG with the Ticket for it to print, a so-called Print@home Ticket. Access to the respective event will only be possible with this Print@home Ticket. Print@home Tickets will not be returnable once they have been purchased.

## V. Cancellation information for consumers

### 1. Right to cancel

In the event of Customer being a consumer as defined in § 13, BGB [German Civil Code], Customer will have the right to cancel within 14 days, without stating any reason, his or her declaration of intent to conclude a contract by using the [cancellation form](#) or by issuing an explicit declaration to MMG (e.g. by letter, e-mail message or fax). For the said deadline to be deemed observed, it will be sufficient for the cancellation form to be sent in due time, or for the said declaration to be issued to MMG in due time. The period for cancellation will commence upon conclusion of the contract but not prior to notification of the consumer by MMG in accordance with statutory requirements (§ 312 {j}, Clause 2, BGB, in conjunction with Article 246a, § 1, Clause 1, Sentence 1, Nos. 1, 4, 5, 11 and 12, EGBGB [Introductory Law to the German Civil Code]). Cancellation within the cancellation period shall be possible only until the point in time at which the relevant Ticket or ticket-voucher code expires, i.e. at the end of the opening hours on the final day of the trade fair.

The cancellation declaration shall be sent to:

Messe München GmbH

Customer Interaction Center

Messegelände

81823 München

Phone: + 49 89 949-20720

Fax: +49 89 949-20729

E-mail: [widerruf@messe-muenchen.de](mailto:widerruf@messe-muenchen.de)

### 2. Consequences of cancellation

In the event of the right to cancel being effectively exercised, the relevant tickets or ticket-voucher codes will be blocked so that entry to the respective event will not be possible.

In the event of cancellation having become effective, MMG will refund the ticket price already paid by the consumer promptly, but no later than 14 days.

For the consumer, the cancellation period will commence on the date of dispatch of the cancellation form or otherwise on the date of issue of the above declaration; for MMG, the cancellation period will commence upon receipt of the said form or declaration.

The method used for refunding the ticket price already paid will be at the discretion of MMG. No charge will be incurred by the consumer.

## **VI. Liability**

MMG shall accept liability for malice and gross negligence. In the event of minor negligence MMG shall only be liable for breach of major contract duties, in particular the main obligations under the contract. In the event of minor negligence MMG shall accept liability for typically foreseeable damages, but not for consequential damages and subject to a maximum of 10 times the value of the purchase order. MMG's liability for damages resulting from death, physical injury or health impairment caused by negligent breach of duty by the user or malicious or negligent breach of duty by a legal representative or agent of the user shall be excluded from the above limitations of liability.

## **VII. Special terms for congresses, seminars, workshops, conventions and conferences**

The attendance fee shall apply per person and event, plus statutory value-added tax. In addition to attendance at the event, it shall also include the conference documents, lunch on each day of the conference and drinks during breaks. The Ticket may only be cancelled if the event's website states that cancellation is actually possible. If cancellations are permitted, they must be made in writing. The full attendance fee will be charged in the event of cancellations received after the deadline for cancellations specified on the relevant website (the date of receipt of the cancellation shall apply) or failure to attend. However, a replacement attendee may be named. The handling fee specified on the relevant website will be charged for cancellations made before this deadline. MMG reserves the right to replace advertised speakers with others and to make any necessary changes to the event programme whilst maintaining its overall character. If the event cannot take place due to force majeure, the inability of a speaker to attend, problems at the venue or due to a lack of attendees, the attendees will be notified without delay. The attendance fee will be reimbursed if the event is cancelled due to a lack of attendees. No claims for reimbursement of travelling and accommodation costs or lost working time will be accepted unless such costs are caused by grossly negligent or malicious actions on the part of MMG.

## **VIII. Place of performance and place of jurisdiction**

The place of jurisdiction for any and all legal disputes arising from the contract shall be Munich if the parties to the contract are businesspeople, legal entities under public law or public-law special funds or at least one of the parties to the contract does not have its general place of jurisdiction in the Federal Republic of Germany or moves its normal place of residence or normal place of business from the Federal Republic of Germany after the conclusion of the contract or its place of residence or personal whereabouts are not known at the time the lawsuit is filed. MMG shall also be entitled to file lawsuits at the Customer's general place of jurisdiction. The place of performance for all duties arising from this contract shall be Munich.

## **IX. Applicable law**

The laws of the Federal Republic of Germany shall be exclusively applicable; the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

#### **X. Concluding provision**

If one or more provisions in this contract should be or become invalid in whole or in part, the remainder of the contract shall remain in force. Any invalid provisions shall be replaced by provisions which come as close as possible to the objective intended by the parties.

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