GHM Gesellschaft für Handwerksmessen mbH’s General Terms and Conditions for Buying Admission Tickets Online and for Vouchers Being Honoured Online

1. **Scope**
   The following General Terms and Conditions shall govern any contracts in the context of the sale of admission tickets as well as the honouring of vouchers that may be concluded via our Internet portal between GHM Gesellschaft für Handwerksmessen mbH (hereinafter referred to as “GHM”) and the customer (the buyer of admission tickets and person honouring vouchers). GHM herewith rejects the customer’s counter-confirmation with reference to the customer’s own General Terms and Conditions of Purchase and Business. Any derogation from GHM’s General Terms and Conditions whatsoever shall only take effect if GHM has explicitly confirmed such derogation in writing.

2. **Conclusion of Contract**
   By sending off the purchase order, the customer is deemed to have submitted to GHM a binding offer. The contract shall come into force after GHM has confirmed to the customer the customer's purchase order and after GHM has debited the customer’s account accordingly.

3. **Performance of Contract by the Customer**
   For admission ticket prices see website. The prices indicated on the website as per the date of the purchase order shall be decisive; such prices shall be payable immediately. The customer shall pay the amount indicated in the purchase order by means of online transaction per credit card or by electronic payment made by direct debit. Credit cards accepted by GHM are Visa, American Express and MasterCard/EuroCard. The customer shall only be deemed to have performed the customer’s duties after the amount was actually credited to GHM's account.

4. **Performance of Contract by GHM**
   GHM shall send to the e-mail address indicated by the customer promptly upon receipt of the purchase order a confirmation and on receipt of the money owed (see item 3) GHM shall send to the customer the admission ticket (PDF ticket). As a general rule, admission tickets may not be returned once bought.

5. **Revocation Right**
   If the customer is a consumer in terms of section 13 German Civil Code (BGB), the customer has the right to revoke the contract within two weeks in writing (by post, fax, e-mail) without having to state any reasons for this decision. The period allowed shall start upon written receipt of these instructions as to remedies available. Furthermore, the period allowed may not start before GHM has performed its information duties under section 312 c para. 2 German Civil Code (BGB) in conjunction with section 1 para. 1, 2 and 4 information ordinance under the German Civil Code (BGB-InfoV) as well as GHM's duties under section 312 e para. 1 sentence 1 German Civil Code (BGB) in conjunction with section 3 BGB InfoV. The period allowed for revocation shall be deemed to have been observed if the notice of revocation was sent off in due time and addressed to the following address:

   GHM Gesellschaft für Handwerksmessen mbH  
   Paul-Wassermann-Straße 5  
   81829 Munich, Germany  
   E-mail: datenschutz@ghm.de or fax +49 (0)89 189 149 239

   Upon receipt of a valid revocation notice, GHM shall have the duty to refund payments made. It is only possible to give a revocation notice concerning admission tickets until the expiry date of admission tickets. Should the customer make use of its revocation right, the admission tickets concerned will be cancelled which means that it will no longer be possible to get admitted to the event in question with this ticket.

6. **Platform for online dispute resolution**
   The European Commission has established an internet platform for online dispute resolution (so called “ODR platform”). You can get to the ODR platform by following the link: [http://ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr) The ODR platform is a point of entry for out-of-court resolutions relating to contractual obligations of online sales contracts.
7. Photographs/films
GHM is entitled to make visual and audio recordings throughout the entire trade fair grounds and use them for its own purposes or for general publications, e.g. for editorial articles or advertisements. The customer grants GHM all rights as required. In this connection, the customer exempts GHM from any liabilities vis-à-vis third parties and claims for damages.

8. Warranty
The customer has the duty to notify GHM in writing without undue delay of any defects that may have occurred during the transmission of admission tickets or the honouring of vouchers. Should a defect GHM may be held responsible for have occurred, GHM shall at its discretion either rectify the defect or provide a substitute. Should this attempt at rectifying the defect or providing a substitute fail, should GHM be unwilling or unable to do so or should the attempt be inappropriately delayed for reasons that GHM may be held responsible for, the customer has the right to cancel the contract or request a reduction of the purchase price - without the customer’s claims for damages being affected.

9. Liability
GHM shall be liable for any loss or damage caused with intent or gross negligence, if defects have been concealed with malice aforethought, if GHM has assumed a guarantee as to certain quality characteristics, for claims asserted on the basis of the product liability act and for physical injury. As far as any other loss or damage is concerned, GHM may only be held liable if GHM has breached a duty the observance of which is of particular significance for achieving the purpose of the contract and if the loss or damage is typical and foreseeable with a view to utilisation of the goods in line with the contract. In this case, liability shall be limited to the maximum amount of three times the purchase order value. Additional liability, in particular for loss or damage not caused to the goods themselves, for lost profits or other pecuniary loss or damage caused to the customer, shall be excluded.

10. Place of Performance and Place of Jurisdiction
Munich shall be the venue and place of jurisdiction for any legal disputes arising from the contract if the parties to the contract are businessmen, legal entities under public law or a special public law estate or at least if one of the parties does not have a place of general jurisdiction in the Federal Republic of Germany or moves its habitual place of abode or residence away from the Federal Republic of Germany or if the residence or personal whereabouts of such person at the time of filing the action are not known. GHM has the right, at its discretion, to also file an action at the customer’s place of general jurisdiction. Munich shall be the place of performance for any obligations under this contract.

11. Governing Law

12. Final Clause
Should one or several provisions of this contract be or become invalid or ineffective in part or as a whole, the remaining clauses of this contract shall remain intact. Invalid and ineffective provisions shall be replaced by provisions that most closely correspond to the original purpose and intention of the parties.

Supplementary General Terms and Conditions GHM Gesellschaft für Handwerksmessen mbH seminar events

1. Validity
These General Terms and Conditions for GHM seminar events apply as a supplement to the GHM General Terms and Conditions for the online acquisition of admission tickets and the online redemption of vouchers.
2. Access
Access to seminar events additionally requires previous acquisition of a valid admission ticket to the trade fair grounds. Both admission tickets (to the trade fair and to the seminar) are to be presented to the GHM on admission to the trade fair grounds and at the beginning of the seminar without being requested. GHM reserves the right to prohibit entry for important reasons.

3. Youth Protection Act
Access to seminar events is subject to adherence to the provisions of the Youth Protection Act.

4. Substitute participants
If the admission ticket is transferred to a third party, the contractual relationship is transferred to the individual acquiring the ticket and the General Terms and Conditions apply. The person selling the admission ticket shall undertake to inform the acquiring party that the General Terms and Conditions apply.

5. Changes by GHM
GHM reserves the right to change the room and/or date of the seminar. GHM likewise reserves the right to change the program without prior announcement.

6. Cancellation and changes by GHM
The seminar can be cancelled by GHM for important reasons, in particular due to insufficient participants to cover costs, short-term non-availability of the speaker without the possibility of gaining the services of a substitute speaker or due to force majeure. If the seminar is cancelled, the participant is reimbursed with the admission price up to two weeks after the originally planned date of the seminar with the deduction of a processing fee. Otherwise any return or exchange is ruled out.

The German version is binding.

As per: 1 January 2019