

General Terms and Conditions of Messe München GmbH for the purchase of entrance tickets via the Internet

I. Scope of application

The following General Terms and Conditions apply to contracts regarding the sale of entrance tickets via the Internet between Messe München GmbH (hereinafter "MMG") and the purchaser of entrance tickets (hereinafter "the customer"). Counter-confirmations by the customer referring to his own terms and conditions of trade or purchase are hereby contradicted. Deviations from the General Terms and Conditions of MMG are effective only if such deviations have been confirmed by MMG in writing.

II. Conclusion of contract

On sending his order, the customer makes a binding offer. The contract is formed when MMG actuates the entry or rather the debiting of the sum concerned. The customer waives receipt of a declaration of acceptance.

III. Fulfilment of the contract by the customer

The prices of entrance tickets can be seen on the respective web page. The prices applying are as indicated on the web page at the time of ordering. The purchase price is due for payment immediately after conclusion of contract. The customer pays the amount indicated in his order by means of credit card or by direct debiting to a bank account in so far as payment by direct debiting is possible on the respective web page. MMG accepts the credit cards indicated on the web page. In both cases, payment is discharged only when the amount has been credited to MMG's account.

IV. Fulfilment of the contract by MMG

The customer receives from MMG an e-mail with an entrance ticket voucher which he is to exchange for an entrance ticket at the venue of the respective event. In principle, entrance ticket vouchers or entrance tickets purchased are not taken back.

V. Right of revocation

If the customer is deemed a consumer under Clause 13 BGB (German Civil Code), he can revoke his contractual statement within 2 weeks in writing (e.g. by letter, fax, e-mail) without giving reasons. The period of time allowed for this commences on receipt of this instruction in writing. In addition, the time allowed commences not before MMG has fulfilled its duties to provide information under Clause 312 c Par. 2 BGB in conjunction with Clause 1 Pars. 1, 2 and 4 BGB-InfoV (ordinance on duties to provide information) as well as its duties under Clause 312 e Par. 1 Sentence 1 BGB in conjunction with Clause 3 BGB-InfoV. To observe the deadline, it is sufficient for the revocation to be sent in good time. The revocation is to be addressed to:

Messe München GmbH
Customer Interaction Center
Messegelände
81823 Munich
Germany
Fax +49 / (0)89 / 949-09
E-mail: info@messe-muenchen.de

If the revocation is effective, the performances received by both parties are to be returned and any emoluments drawn (e.g. interest) are to be surrendered. Obligations to reimburse payments must be fulfilled within 30 days. For the customer, the time period allowed commences on the sending off of his declaration of revocation; for MMG, it commences on receiving this.

Revocation is possible within the revocation period only up to the time when the entrance ticket ceases to be valid. When the right of revocation is exercised by the customer, the entrance ticket vouchers or entrance tickets concerned are blocked so that they cannot be used for admission to the event concerned.

VI. Liability

MMG is liable for wrongful intent and gross negligence. With regard to ordinary negligence, MMG is liable only for the infringement of essential contractual obligations and particularly the principal contractual obligations of performance. With regard to ordinary negligence, MMG is liable for typical and foreseeable damages but not for consequential damages and its liability is limited to a maximum of ten times the sum of the value of the order.

VII. Place of performance and legal venue

The legal venue for all disputes arising from this contract is Munich when the contracting parties are merchants, legal entities or special assets under public law, or when at least one of the contracting parties does not have a general legal venue in the Federal Republic of Germany, or when after conclusion of contract the party moves its domicile or habitual abode outside the Federal Republic of Germany, or when its domicile or personal abode is unknown at the time of commencement of action. Alternatively, MMG is also entitled to bring action at the general legal venue of the customer. The place of performance for all obligations arising from this contract is Munich.

VIII. Applicable law

The law of the Federal Republic of Germany applies exclusively; the UN Convention on Contracts for the International Sale of Goods is excluded.

IX. Concluding clause

Should one or more provisions of this contract be or become invalid wholly or partly, the contract shall otherwise remain effective. Invalid provisions shall be replaced by new provisions corresponding as closely as possible to the commercial purpose intended by the parties to the contract.

Special conditions with regard to congresses, seminars, workshops, meetings and conferences

The participation fee applies per person and per event plus turnover tax at the statutory rate. As well as participation in the event, the fee also includes documents for the meeting, a midday meal on each day of it and drinks during the breaks. Cancellation of the entrance ticket is only possible if such possibility is permitted on the respective web page of the event. In so far as cancellations are permitted, these are to be effected in writing. For cancellations which are received after the cancellation deadline indicated on the corresponding web page (the date of receipt of the cancellation applies) or for non-attendance, the full participation fee is charged. However, a substitute participant can be named. For cancellations effected before the deadline, a processing fee is charged as stated on the corresponding web page.

MMG reserves the right to replace advertised speakers by others and to make necessary changes to the event programme while maintaining the overall character of the event. If it is not possible for the event to be held on account of force majeure, because a speaker is unable to attend, due to disruptions at the event venue or because the number of participants is too low, the participants are informed immediately. The participation fee is reimbursed if the cancellation is made because the number of participants is too low. Any compensation claims for travel and accommodation costs or for loss of working time are ruled out unless such costs are incurred due to gross negligence or wrongful intent on the part of MMG.

The event-related lectures and documentation are protected by copyright and must not be reproduced, disseminated or used commercially in any form – not even as excerpts – without the consent of MMG and the respective speakers. For any film and sound recording during the time of the event, MMG's authorisation must first be obtained. The taking of photographs is not permitted. For any incorrectness in the content of lectures and documentation, MMG accepts no responsibility or liability whatsoever.

The event is carefully prepared and carried out by competent authors and speakers. MMG accepts no liability for up-to-dateness, correctness and completeness with regard to the documents of the meeting and the carrying out of the event.