

# GENERAL TERMS AND CONDITIONS FOR ONLINE TICKETING

(Ordering tickets in our online ticket shop)

## 1. General – scope of application

1.1. These Terms and Conditions shall be valid for ordering tickets for the Frankfurt Book Fair (in the following referred to as “the event”) in our online ticket shop.

These Terms and Conditions shall govern the relations between the orderer / purchaser of the tickets (in the following referred to as “You” or “the Customer”) and the Frankfurter Buchmesse GmbH, Braubachstraße 16, 60311 Frankfurt (in the following referred to as “We” or “FBM”) as the seller of the online tickets and the host of the Frankfurt Book Fair.

1.2 General Terms and Conditions varying from, in conflict with or supplementary to these Terms and Conditions shall not, even with knowledge thereof, become an integral part of the contract, unless their validity has been explicitly agreed between the parties in writing.

1.3 These Terms and Conditions also include legally required information on the rights and obligations of consumers concluding a distance contract and those of consumers in e-commerce.

## 2. Registration and conclusion of contract

2.1 The online order, the issuing of tickets and payment of tickets for the Frankfurt Book Fair (online tickets) will be made via our marketing partner Messe Frankfurt Venue GmbH (in the following referred to as “Messe Frankfurt”).

2.2 When consumers purchase online tickets for the Book Fair via the ticket shop, a contract is entered exclusively between you – the customer – and FMB – the organizer – in respect of the visit of the event. Messe Frankfurt acts on our behalf and for our account as the agent for

the purchase of the online tickets for the Book Fair. In addition, Messe Frankfurt collects the ticket prices including the statutory VAT.

2.3 Tickets ordered online must be personalized by a registration. The data collected during the registration process are used for the accreditation as trade visitor, for the settlement of the used tickets, for the benefit of using RMV transportation and for invoicing. In addition, the customer has the opportunity to subscribe to the FBM newsletters. After the registration has been completed, you will be redirected to the ticket shop of Messe Frankfurt, where you need to give your consent that your registration data will be automatically forwarded to Messe Frankfurt for the purpose of purchasing the ticket(s). Private visitor's tickets can be purchased by the visitor directly at the Messe Frankfurt ticket shop by submitting their name, address and e-mail address.

After you have registered, an activation link will be sent to your e-mail account in order to verify the submitted e-mail address. After you have successfully activated your account, you can log in and order a personalized ticket with your name.

2.4 During the ordering process, you may, at any time, abort the ordering process by closing the browser window. Before the ordering process is completed, you will be able to review all data that you entered in the respective fields. During this process, you have the opportunity to correct any input errors.

2.5 Sending the order constitutes your offer to us which is directed towards the conclusion of a contract for the purchase of a ticket; sending the purchase order does not imply that a contract has finally been concluded. By submitting the purchase order, you declare your consent that a ticket will be made available to you via electronic channels if the contract becomes effective.

Trade visitors and private visitors who have ordered tickets will receive an order confirmation by e-mail from Messe Frankfurt. This confirmation of the order completes the acceptance of your offer by Messe Frankfurt on our behalf.

Together with this e-mail, electronic billing will be provided on a permanent basis.

As a supplement, each ticket recipient will receive a separate e-mail with the printable online ticket in PDF format.

2.6 If you have any questions or complaints regarding your online ticket order, please contact the customer service at the Messe Frankfurt ticket shop by sending an e-mail to [online-tickets.venue@messefrankfurt.com](mailto:online-tickets.venue@messefrankfurt.com) or by dialing +49 69 7575-5000.

### 3. Prices and terms of payment

3.1 The prices quoted in the ticket shop include the statutory value added tax and all other price components.

3.2 The online tickets are payable upon ordering via credit card or PayPal. The payments will be processed by an external service provider. Your credit card or PayPal account will be debited upon confirmation of your order.

3.3 If the customer defaults in payment, FBM may charge interests on arrears in the amount of 5% p.a. above the base lending rate of the European Central Bank in addition to the dunning charges. FBM reserves the right to prove and assert a higher claim for damage caused by the delay.

### 4. Order confirmation and billing

4.1 When a trade visitor or a private visitor orders a ticket, the invoice will be sent per e-mail together with the confirmation of order. Messe Frankfurt will issue the invoice in the name and on the account of FBM (VAT ID: 114 109 486). The invoice will be sent in PDF format. The transmitted online ticket is not eligible for input tax deduction.

4.2 The online purchase order made by trade visitors or private visitors means that they give their consent that electronic channels are used for the billing and forwarding process.

4.3 We hereby expressly emphasize that entrepreneurs have the obligation to retain and preserve documents received electronically, these obligations being under the German Fiscal Code (AO), the turnover tax law (UStG) as well as of the principles of computerized accounting systems (GoBS) and the German principles of data access and verifiability of digital documents (GDPdU).

The following data/documents are to be retained and/or preserved: the e-mail conveyed by Messe Frankfurt including the attached invoice in PDF format.

4.4 FBM shall not be liable for errors and damage occurring as a result of improper handling by the invoice recipient or inadequate technical equipment of the recipient in association with the invoices sent to him/her electronically.

Furthermore, FBM accepts no liability for invoices not recognized by the fiscal authorities, unless such non-recognition has been caused by acts or negligence for which FBM or its agents (in particular Messe Frankfurt) are responsible. Messe Frankfurt acts on behalf and for the account of FBM (Managing Director: Juergen Boos, Commercial Register: AG Ffm, HRB 6514 VAT No.: DE 114 109 486).

## 5. No right of withdrawal

Please take into account that online ticket orders are exempted from the consumers' right of withdrawal pursuant to section 355 of the German Civil Code (BGB). This follows from Section 312g paragraph 2 No. 9 of the German Civil Code (BGB). Therefore it is not possible for you to withdraw from the order at a later point of time. All orders are final and binding.

## 6. Return/refund—cancellation of the event

The return and refund of admission tickets is excluded. Only if the event is cancelled, the nominal value of the ticket will be reimbursed.

## 7. Obligations of the customer (code of conduct)

7.1 The customer assures that all data provided by him or her during the registration are correct and complete.

7.2 The customer assures that he or she is of age at the time of the registration.

## 8. Liability

FBM is liable without limitation pursuant to the statutory provisions for loss of life, personal injury and damage to health. This shall also apply to damages asserted against FMB regarding compensation for financial losses due to intent or gross negligent action. In the event of slight negligence, FBM assumes only limited liability for property damage to a maximum of the amount of the contractually typical loss that was reasonably foreseeable when the contract was concluded, in respect of losses or damage resulting from a breach of material contractual obligations or duties, the performance thereof principally enable the fulfilment of the proper enforcement of the contract and on which the contractual partner can trust and is allowed to trust for compliance (cardinal obligations). In all other respects any liability on the part of FBM for damages caused by slight negligence is excluded, unless a guarantee assumed by FBM provides otherwise.

The limitations and exclusions of liability stated above do also apply to claims which arise due to breaches of duty on the part of our legal representatives or vicarious agents (in particular, Messe Frankfurt).

## 9. Domestic authority and site regulations

The exhibition grounds are private premises. The operator of the exhibition grounds is Messe Frankfurt Venue GmbH. It exercises domestic authority on the exhibition grounds in consort with the organizer. We therefore wish to draw your attention to the site regulations posted at the exhibition grounds.

The organizer has the right to issue, in addition to the site regulations of the operator, such site regulations that are specific to the event for the purpose of ensuring safe access to the event as well as a safe course of

events. The current site regulations can be viewed or downloaded at [www.book-fair.com/houserules](http://www.book-fair.com/houserules) or you may request them by mail from the organizer.

Exhibitors agree to accept the domestic authority and the site regulations of the organizer and of the operator in all parts of the exhibition center during the event. The instructions of the staff of the organizer and of the operator, who must identify themselves with an ID card, have to be complied with.

## 10. Final provisions

10.1 Further agreements and additional agreements other than those contained herein are not made.

10.2 The customer is entitled to assign receivables arising from this contract only with the prior written consent of FBM.

10.3 The customer hereby agrees that FBM may at any time transfer its rights and obligations inherent in this contract in part or as a whole (transfer of contract) to a company that is affiliated with FBM and/or the Börsenverein des Deutschen Buchhandels e.V., Braubachstraße 16, 60311 Frankfurt am Main. If such a transfer adversely affects the legitimate interests of the customer, he or she is entitled to withdraw from the contract without notice taking effect on the day on which the transfer takes becomes effective.

10.4 This Agreement shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.5 Should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall retain their validity. Section 139 of the German Civil Code (BGB) shall not apply.

10.6 Online dispute resolution pursuant to article 14 paragraph 1 ODR: The European Commission provides a platform for the solution of disputes arising from online transactions. Link <http://ec.europa.eu/consumers/odr/>

Information pursuant to article 36 paragraph 1 VSBG: Frankfurter Buchmesse GmbH is, in principle, not willing nor is it bound to participate in a dispute resolution procedure before a consumer arbitration board.

Last amended: April 2018