

GENERAL TERMS & CONDITIONS FOR ONLINE TICKETING

(ordering tickets electronically)

1. General Area of Application

1.1 The following Terms & Conditions apply to ordering tickets online for the Frankfurt Book Fair (hereafter “event”). These Terms & Conditions govern the relationship between the ticket orderer/buyer (hereafter “you” or “customer”) and the Frankfurter Buchmesse GmbH, Braubachstrasse 16, 60311 Frankfurt (hereafter “we” or “FBM”) as the seller of online tickets and the organiser of the Frankfurt Book Fair. These Terms & Conditions apply to both trade visitors as well as members of the general public.

1.2 Differing, conflicting or additional Terms & Conditions, even when known, shall have no impact on this contract, unless their validity is expressly agreed upon in writing.

1.3 These Terms & Conditions furthermore contain legally required information about the rights and obligations of consumers with regards to remote sales and electronic business transactions.

2. Registration and Conclusion of Contract

2.1 The online ordering of tickets for the Frankfurt Book Fair (online tickets) is handled by our distribution partner, the Messe Frankfurt Venue GmbH (hereafter “Messe Frankfurt”). The Messe Frankfurt Ticket Shop is available for this purpose once the pre-sales period begins. Trade visitors first log in at <http://www.book-fair.com> and will then be forwarded to the Ticket Shop. Private users can reach it directly via <https://tickets.messefrankfurt.com>

2.2 With the purchase of a Book Fair online ticket via the Ticket Shop a contract to attend the event arises solely between you as customer and the FBM as organiser. Messe Frankfurt merely transacts the sale of the online tickets on our behalf (FBM). Moreover, Messe Frankfurt collects the ticket price on our behalf, including VAT.

2.3 To purchase a ticket, you must register in advance. Trade visitors must log in on the website <http://www.book-fair.com> in order to register. By completing your registration as a trade visitor, you will be transferred to the Messe Frankfurt Ticket Shop and agree to the automatic forwarding of your registration data to Messe Frankfurt for the purpose of ticket purchasing. Private users can purchase tickets directly from the Messe Frankfurt Ticket Shop using their name and e-mail address.

After registration as a trade visitor, you will receive an activation link which serves to confirm the validity of the provided e-mail address. After successful activation, you can then log in and place an order for a personalised ticket in your name.

2.4 While ordering, you have the possibility to discontinue the ordering process at any time by closing the browser window. Before the completion of the ordering process, all of the data which you have entered in the appropriate fields will be shown in an overview once more. Here you have the possibility to correct any entry mistakes.

2.5 By confirming the order, you are requesting to enter into a contract with FBM for the purpose of purchasing a ticket; the contract is not yet completed when you place your order. When sending in the order, you are expressing your agreement to receive a ticket electronically upon the conclusion of the contract (as a print PDF and a mobile phone ticket). Immediately after receiving your order and reviewing your data, Messe Frankfurt will send you an e-mail which contains a confirmation that your order has been received and your ticket is now available (“order confirmation”). With this order

confirmation, FBM accepts your request to purchase a ticket via Messe Frankfurt. This e-mail also includes the Terms & Conditions and – only if you have ordered trade visitor tickets – your electronic invoice as attachments. In addition, in a separate e-mail, you will receive the online ticket as a printable PDF, as well as a Passbook file as a mobile alternative, readable using a smartphone with an appropriate app installed.

2.6 In the event of any questions or claims regarding the online ticket ordering process, please contact the customer service desk of the Messe Frankfurt Ticket Shop. They can be reached per e-mail at online-tickets.venue@messefrankfurt.com or by calling +49 69 7575-5000.

3. Prices and Payment Conditions

3.1 The prices quoted in the Ticket Shop include VAT as well as all other price components.

3.2 Payment of online tickets can be made with a credit card or via PayPal. An external service provider processes the payment. The charge to your credit card or PayPal account will occur upon order confirmation.

3.3 Should the customer default on payment, the FBM is entitled to charge, in addition to collection costs, a default interest of 5% over the base lending rate of the European Central Bank. The FBM has the right to demonstrate and assert higher damages.

4. Contract Confirmation and Billing

4.1 Invoices are sent together with the contract confirmation per e-mail. Messe Frankfurt issues the bills on behalf of FBM (VAT ID No. DE 114 109 486). The invoice is sent as a PDF file. No separate invoices are issued or sent for the online purchase of private visitor tickets. The online ticket provided cannot be used for input tax deduction purposes.

4.2 With the online order of the tickets, you declare your agreement with the electronic creation and sending of the invoice. The customer is not entitled to receive the invoice as a paper document.

4.3 You are herewith informed about the requirements for companies to store and archive electronically received documents according to the German tax code, sales tax law, as well as principles of computer-assisted bookkeeping systems (GoBS) and principles regarding data access and the auditability of digital documents (GDPdU). The following will be stored and archived: the e-mail sent by Messe Frankfurt with the attached PDF invoice and its qualified electronic signature, as well as the confirmation verifying the qualified electronic signature.

4.4 FBM is not liable for mistakes or damages which arise from improper or ineffective technical standards on the side of the invoice receiver with regards to electronically received invoices. FBM is not liable for invoices not recognised by your tax authorities, unless this occurs for reasons brought about by FBM or its agents (particularly Messe Frankfurt). Messe Frankfurt acts on behalf of FBM (Managing Director: Juergen Boos, Commercial Register: AG Ffm, HRB 6514, VAT ID No. DE 114 109 486).

5. No Right of Withdrawal

Please note that when ordering an online ticket, no right of return exists for users as stated in German Law § 355 BGB. This follows from § 312g Abs. 2 Nr. 9 BGB. You will therefore not be able to withdraw from your order at a later time. All orders are final and binding.

6. Return/Reimbursement – Event Cancellation

Return or reimbursement of the tickets is not possible. In the event that the event is cancelled, the nominal value of the ticket will be refunded.

7. Customer's Obligations (Code of Conduct)

7.1 The customer guarantees that all data provided during registration is true and complete.

7.2 The customer guarantees that at the time of registration he or she is of full legal age.

8. General Liability

Under German statutory provisions, FBM is liable for damages occurring from injury to life, body or health. This also applies to claims for damages from FBM for compensation of financial losses due to intentional or grossly negligent acts. In cases of slight negligence, FBM is responsible for damages limited to the amount of the typical and foreseeable (upon conclusion of contract) damages, for losses resulting from a breach of contract, or breach of duties whose fulfilment enables the proper execution of the contract and on whose compliance the contracting partner may regularly rely (cardinal obligations). Any further liability of FBM for damages caused by carelessness is excluded, unless a guarantee provided by FBM indicates otherwise. These limitations of liability also apply to any breaches by our legal business representatives and agents (in particular, Messe Frankfurt).

9. Final Clauses

9.1 Further agreements and subsidiary agreements in connection with this contract have not been entered into.

9.2 The customer is only allowed to abandon the requirements of this contractual agreement with the written approval of FBM.

9.3 The customer hereby agrees that FBM may at any time transfer the rights and responsibilities from this contract entirely (contract transfer) or partially to a company which is connected to FBM and/or the Börsenverein des Deutschen Buchhandels e.V., Braubachstrasse 16, 60311 Frankfurt am Main. If the customer is damaged by any such transfer, then the customer can immediately and without notice terminate the contract from the day of the transfer.

9.4 The contract is governed exclusively by the laws of the Federal Republic of Germany with the exclusion of the UN Sales Convention.

9.5 If any one singular provision of this agreement should become invalid, the other provisions shall remain unaffected. German Law § 139 BGB does not apply.

9.6 Online dispute resolution in accordance with Article 14 para. 1 ODR Directive: The European Commission provides an Online Dispute Resolution (ODR) Platform: <http://ec.europa.eu/consumers/odr/>.

Note in accordance with Article 36 para. 1 of the Verbraucherstreitbeilegungsgesetz (German Consumer Dispute Resolution Law): Frankfurter Buchmesse GmbH is, in principle, neither prepared nor required to participate in the dispute resolution process of a consumer arbitration service.