

General Terms and Conditions for Visitors and Participants of the Bazaar Berlin

1. Scope

- 1.1 The following General Terms and Conditions for Visitors and Participants of the Bazaar Berlin ("**Terms and Conditions**") from the Messe Berlin GmbH, with its business address at Messedamm 22, 14055 Berlin, Germany ("**Organizer**"), apply to all visitors and participants of the Bazaar Berlin ("**Bazaar Berlin**" or "**Event**").
- 1.2 These Terms and Conditions apply in addition to the terms and conditions of the ticket provider as well as to the house rules of the event premises.
- 1.3 By purchasing an access authorization (e.g. Ticket) or through the registration or accreditation as Visitor or Participant, the purchaser of the access authorization ("**Purchaser**") or the registered Visitor or Participant ("**Participant**") agrees to these Terms and Conditions.
- 1.4 Deviating, conflicting or supplementary business, purchasing or order conditions of the Purchaser or Participant shall not apply, unless the Organizer has explicitly agreed to their validity in writing. They shall also not apply even if Organizer does not expressly object to them and/or provides its services without objection. This shall also apply if the Purchaser or Participant has prescribed a special form for the objection.

2. Ticket Sale / Registration

- 2.1 The Organizer uses one or more ticket provider to sell tickets and/or to register the Participant. The contractual relationship for the purchase of the access authorization shall only be concluded with the Organizer. Please see also the terms and conditions of the ticket provider.
- 2.2 The ticket sale and registration are only allowed via ticket provider that have been authorized by the Organizer. Only ticket categories and prices determined by Organizer shall apply.
- 2.3 Any resale of the access authorization without the prior consent of the Organizer is prohibited. For security reasons, in particular for the purpose of tracking contacts in the context of infection protection, only personal tickets can be purchased. The personal data of every participant must already be entered completely in the order process. Any transfer of access authorizations is not permitted. Please also note separate data protection information on attendance documentation.

3. Confirmation / Invoices

Upon the receipt of the order, Purchaser or Participant will receive a confirmation e-mail about the purchase of the tickets or the registration for the Event at the e-mail address specified in the invoice information. The confirmation email contains a secured link to the booking portal, through which Purchaser can view information about his booking online at any time and receives an invoice issued by the Organizer. The Purchaser shall be responsible to check the accuracy of the information presented in the confirmation email in order to request corrections and changes from the Organizer or the ticket provider if necessary.

4. Prices / Payments

- 4.1 The current prices for the respective ticket category can be seen on the Event website. The prices quoted on the Event website at the time the order is placed shall apply. The statutory value added tax is included in the total price.
- 4.2 Unless otherwise agreed, the Purchaser shall pay the amount stated in the order by the means of payment method chosen in advance (credit card, Paypal). The purchase price for the tickets is due for payment immediately and without deductions after conclusion of the Agreement. Partial or instalment payments are not permitted. The fulfilment of the Purchaser's payment obligation only occurs with crediting to one of the bank accounts of the ticket provider.

5. Tickets

After fulfilling the payment obligation, Purchaser or registered Participant will receive an e-mail from the ticket provider with the ticket for self-printing (Print @ home-Ticket) and as a mobile ticket (Passbook / Wallet App). Access to the Event is only possible with this Print @ home ticket or mobile ticket.

6. Hygiene and Safety / House Rules

- 6.1 Purchaser and Participants are obliged to inform themselves in advance of their participation in the Event about the currently applicable regulations, laws, ordinances and other orders issued in connection with the containment of Coronavirus SARS-CoV-2 (COVID-19) ("**COVID-19 regulations**") and to comply with them. In addition, Purchaser and Participant are obliged to observe the hygiene and safety measures issued by the Organizer for the Event, in particular the Hygiene and Safety Concept. Due to the dynamic development of COVID-19-virus, Purchaser and Participants acknowledge that the Organizer is entitled to adapt hygiene and safety measures to the current legal situation at any time and that they are obliged to keep themselves continuously informed of any changes, in particular via the Event website.
- 6.2 Insofar as the coronavirus regulations at the time of the Event stipulate that persons participating in the Event must have tested negative for infection with the coronavirus, being vaccinated or fulfil any other requirements in this regard in order to participate in the Event, Purchaser and Participant are obliged to comply with these regulations and with the requirements issued by the Organizer (e.g. proof of personal access authorization).
- 6.3 While entering the event premises, Purchaser and Participant agrees the House Rules of the event premises which will be displayed at the entrance. Purchaser and Participant are informed that the consumption of bring along food and beverage is not permitted.

7. Right of withdrawal

A right of withdrawal for consumer does not exist (§ 312g parag. 2 No. 9 of the German Civil Code).

8. Restriction of Liability

- 8.1 The Organiser shall be liable for damages caused intentionally or through gross negligence by the Organiser, its legal representatives, executive staff or vicarious agents, irrespective of the legal grounds.
- 8.2 The Organiser shall be liable for damages in the case of simple negligence, subject to statutory limitations of liability (e.g. care in own affairs), only
- a. for damages resulting from injury to life, body or health;
 - b. for damages resulting from the violation of an essential contractual obligation. “**Essential contractual obligations**” are those obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose observance the respective other contractual party may regularly rely. In the event of a breach of essential contractual obligations, the Organizer’s liability for damages in cases of simple negligence shall be limited to the amount of damages typically occurring and foreseeable at the time the agreement was concluded.
- 8.3 Insofar as the liability of the Organizer is excluded or limited, this shall also apply to the employees, executives, vicarious agents and legal representatives of the Organizer.
- 8.4 The aforementioned exclusions and limitations of liability shall not apply in the event of injury to life, body or health of persons caused due to negligence, the explicit assurance of characteristics and in the event of liability under the Product Liability Act.

9. Cancellation of the Event

- 9.1 In the event of a justified exceptional situation (as defined in clause 9.2, which makes it impossible or unreasonably difficult to hold the Event within the planned spatial or temporal scope, the Organizer shall be entitled, at its discretion and taking into account the interests of the Purchaser and Participant in holding the Event (and, in the event of a change to or deviation from the agreed service, also taking into account the reasonableness of such a change or deviation for the Purchaser and Participant), to choose whether,
- a. to cancel the Event (“**Cancellation**”) or
 - b. to relocate the Event to another location (“**Relocation**”), or
 - c. to postpone the Event to another date (“**Postponement**”) or
 - d. to shorten the Event period (“**Shortening**”) or
 - e. to abandon, temporarily interrupt or partly close the Event (“**Abandonment**”) if the Event had already started when such a situation arises.
- 9.2 A “**Justified Exceptional Situation**” within the meaning of clause 9.1 is the existence of force majeure or another comparable event.
- a. “**Force Majeure**” is an event coming from outside, unforeseeable at the time of the conclusion of the participation agreement, having no operational or personal connection or that cannot be attributed to the sphere of a contractual party, which cannot be averted even by extreme care that can be reasonably expected. This includes, in particular but not limited to the events listed below as examples: Natural disasters and their consequences, war, terror attacks, pandemics, endemics, the interruption or massive impairment of transport, supply or telecommunications connections.

Cases of Force Majeure also include (but are not limited to) the enactment of legal regulations (e.g. laws or ordinances) or official or public law measures for which the contractual parties are not responsible or urgent official warnings or recommendations relating to the fact that the Event cannot or may not be carried out as planned.

- b. "**Another comparable Event**" in accordance with clause 0, sentence 1 shall also be deemed to include unforeseeable lawful strikes and lawful lockouts as well as other interruptions or disruptions of operations for which the contractual parties are not responsible.
- c. An event is considered to be "**Unforeseeable**" within the meaning of the aforementioned clauses 0 lit. a and lit. b, if, at the time of conclusion of the participation agreement, it could not be assumed, after reasonable assessment of actual indications and with regard to the time of the Event, with sufficient probability, that a case of Force Majeure or another comparable event was imminent.

9.3 Furthermore, a Justified Exceptional Situation within the meaning of clause 9.1 exists if, at the time of the measure taken in accordance with clause 9.1 lit. a to e, it can be reasonably assumed that a case of Force Majeure or Another Comparable Event within the meaning of clause 0 is imminent at the time of the Event. This is also the case, for example, if a Justified Exceptional Situation existed at an earlier point in time, this has been eliminated in the meantime, but a renewed Justified Exceptional Situation is to be expected at the time of the Event (e.g. a further wave of infection of the COVID19 pandemic).

9.4 The following is applicable in cases of **Cancellation** of the Event by the Organizer as per clause 9.1 lit. a:

- a. The Organizer shall be obliged to inform the Purchaser and Participant immediately of the Cancellation.
- b. The Organizer's claim to the ticket fee shall lapse. Already paid ticket fee shall be immediately refunded.
- c. Claims for damages by the Purchaser or Participant due to the Cancellation of the Event shall be excluded because the Organizer is not at fault. If and insofar as the Organizer is at fault in an individual case, the provisions of clause 8 shall apply with regard to the Organizer's liability.

9.5 The following is applicable in cases of a **Relocation** of the Event as per clause 9.1 lit. b, **Postponement** of the Event as per clause 9.1 lit. c and **Shortening** of the Event as per clause 9.1 lit. d:

- a. The Organizer shall be obliged to inform the Purchaser and Participant about the relocation and/or postponement and/or shortening without delay.
- b. The participation agreement shall be amended to the extent that it applies to the new event premises and/or new event dates and/or new event period if the Purchaser or Participant does not object to the amendment of the agreement within 14 business days of receipt of the notification. The participation fee does not change if the Event is rescheduled.

- c. If the Purchaser or Participant objects to the relocation and/or postponement and/or shortening of the Event, the Organizer's claim to the ticket fee shall lapse. Already paid ticket fee shall be immediately refunded.
- d. Claims for damages by Purchaser or Participant due to the relocation and/or postponement and/or shortening of the Event shall be excluded because the Organizer is not at fault. If and insofar as the Organizer is at fault in an individual case, the provisions of clause 8 shall apply with regard to the Organizer's liability.

9.6 The following is applicable in cases of an **Abandonment** of the Event as per clause 9.1 lit. e:

- a. The Organizer's claim to payment of the full ticket fee shall continue to exist, unless the abandonment of the Event leads to a shortening of the Event period by more than 40%. In this case, the Organizer's claim shall be reduced to 80% of the ticket fee. The difference to the ticket fee already paid shall be refunded.
- b. Claims for damages by the Purchaser or Participant due to the abandonment of the Event shall be excluded because the Organizer is not at fault. If and insofar as Organizer is at fault in an individual case, the provisions of clause 8 shall apply with regard to Organizer's liability.

9.7 Notwithstanding the above provisions, the Organizer shall be entitled to cancel the Event at its reasonable discretion and taking into account the justified interests of the Purchaser and Participant and to terminate the corresponding participation agreement at the latest six (6) weeks before the planned date of the Event, if economic viability cannot be achieved or if the level of registrations of exhibitors and Participants indicates that the essential objective of the Event cannot be achieved and the purpose of the Event is therefore missed. The deadline may be shortened if the nature of the Event allows for Cancellation at shorter notice. The following applies in this case:

- a. With the cancellation of the Event and the termination of participation agreement, the Organizer's claim to payment of the ticket fee shall lapse. The ticket fee that has already been paid shall be refunded.
- b. The Purchaser and Participant have no right to reimbursement of any expenses that have already been incurred for the participation in the Event.
- c. Claims for damages by the Purchaser or Participant due to the cancellation of the Event and termination of the participation agreement shall be excluded because the Organizer is not at fault. If and insofar as the Organizer is at fault in an individual case, the provisions of clause 8 shall apply with regard to the Organizer's liability.

10. Online Dispute settlement platform

The European Commission provides a platform for out-of-court on-line dispute resolution (OS platform), which can be accessed at www.ec.europa.eu/Consumers/Odr. The Organizer's contact details, including e-mail address, can be found in the imprint on the Event website. The Organizer is neither obliged nor willing to participate in the dispute resolution procedure.

10.1 The Organizer is neither legally obligated nor willing to participate in dispute resolution proceedings before a consumer arbitration board pursuant to the German Consumer Dispute Resolution Act (VSBG).

10.2 The Organizer is neither legally obligated nor willing to participate in dispute resolution proceedings before a consumer arbitration board pursuant to the German Consumer Dispute Resolution Act (VSBG).

11. Miscellaneous

11.1 The purchase of the ticket or the registration / accreditation takes place in German or English at the discretion of the Purchaser or the Participant. In the event of disputes about the interpretation of these Terms and Conditions, the German language version is decisive.

11.2 The contractual relationship between the Purchaser or Participant and the Organizer is governed exclusively by German substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

11.3 The place of fulfilment and jurisdiction for all disputes in connection with this contractual relationship shall be Berlin, provided that the Purchaser or Participant is a merchant, a legal entity under public law or a special fund under public law or if at least one of the contracting parties does not have a general place of jurisdiction in the Federal Republic of Germany.

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