

General Terms and Conditions of Karlsruher Messe- und Kongress GmbH for the Online Ticket Shop **RecyclingAKTIV & TiefbauLIVE (RATL)**

## **§ 1 Scope of Application, Subject Matter of Services, Contracting Parties**

- (1) These General Terms and Conditions of Karlsruher Messe- und Kongress GmbH (hereinafter referred to as "Messe Karlsruhe") apply to contracts for the sale of admission or the ticket redemption tickets (hereinafter referred to as "tickets") via the online ticket store of the trade fair.
- (2) The organizer of the events offered is Messe Karlsruhe itself. By purchasing a ticket or by redeeming the voucher or invitation code, contractual relations are established exclusively between the purchaser resp. the acquirer (hereinafter: Customer) and Messe Karlsruhe, which is also the issuer of the tickets.
- (3) The ticket is valid for access to the respective event booked in the ticket shop to the extent booked.
- (4) By placing an order, the Customer entrusts Messe Karlsruhe with the processing of the ticket purchase or ticket redemption of the voucher- or invitation code and accepts these GTC as the exclusively binding contractual basis.
- (5) Any General Terms and Conditions of the customer that deviate from, contradict or supplement the following provisions shall not apply.

## **§ 2 Conclusion of Contract**

- (1) The presentation and advertising of items in the online ticket store does not constitute a binding offer to conclude a contract.
- (2) Registration and personalisation of the ticket(s) is required to purchase tickets or redeem voucher codes. Tickets can also be purchased for persons other than the ticket purchaser.
- (3) The customer submits a binding contractual offer by registering with his/her personal data and entering all data required for payment processing correctly and completely in the order forms of the online ticket shop. By clicking on the 'Register ticket' button in the case of vouchers or 'Buy tickets' in the case of purchased tickets, the registration and order of the ticket becomes legally binding. After successful registration and payment (by PayPal or credit card), the customer will receive the ordered ticket(s) by e-mail.
- (4) The customer is obliged to provide correct data when registering. Verification is carried out by sending the customer a code to the e-mail address they provided when registering, which they must enter in the field that appears on the input screen. If the customer registers the ticket for another person using their e-mail address, they will also receive an e-mail asking them to register. Only after registration will the third person receive the ticket.

- (5) By registering, the customer creates a user account if they do not already have one.
- (6) Personalised tickets are only valid for the person named on them. Another person may only visit the trade fair in place of the registered person with the authorisation of Messe Karlsruhe.
- (7) Discount and voucher codes can only be used once.
- (8) Any input errors can be recognised on the last page before the binding booking is sent and corrected on the previous input pages and corrected by jumping back to the previous pages with the input fields. In addition, these General Terms and Conditions and the Privacy Policy can be called up, printed out and saved on the last page before the binding booking. The order process can be cancelled at any time by closing the browser window or emptying the shopping basket.
- (9) For all items that can be ordered online, the contract is concluded as soon as you have received confirmation of the successful purchase or the successful redemption of the voucher code. This is done by a confirmation and provision of the ticket directly on the screen after successful completion of the payment or by e-mail to the e-mail address specified in the order process. The customer can print out the ticket themselves or forward it to their mobile phone. Access to the respective event is only possible with the printed ticket or the ticket saved on the customer's mobile phone.
- (10) In the case of trade events or trade fairs, the ticket will be exchanged on site for a badge authorising admission.
- (11) A return of tickets or a refund of ticket prices or participation fees is not possible except in the event of cancellation of the event by Messe Karlsruhe, unless the participant is entitled to a statutory right of withdrawal or cancellation. This does not affect any claims arising from defaults in performance.

### **§ 3 Prices and payment modalities**

- (1) The prices for tickets are shown in the online ticket store and are quoted in euros. The prices displayed at the time of ordering are decisive.
- (2) Payment can currently be made by credit card, Paypal (or, in the case of trade visitor events, payment in advance). Messe Karlsruhe reserves the right to change the payment methods offered at any time and/or to exclude certain payment methods in individual cases.

Credit card payments are processed by the external payment service provider

Six Payment Services (Europe) S.A., 10, rue Gabriel Lippmann, L-5365  
Munsbach, postal address SIX Payment Services (Europe) S.A.,

Zweigniederlassung Deutschland, Dreieichstr. 59, 60594 Frankfurt, under its conditions.

The processing of payments via Paypal is carried out by

PayPal (Europe) S.à r.l. et Cie, S.C.A.  
22-24 Boulevard Royal  
L-2449 Luxembourg

- (3) By using the services or participating in digital formats, participants may incur additional costs from their Internet or mobile phone provider.
- (4) By redeeming the voucher or invitation code, the customer acquires authorisation to enter RATL.
- (5) In return, the customer authorises Messe Karlsruhe to process his personal data in accordance with the scope described in the registration form by granting his consent. In addition, the data protection declaration <https://www.ratl-messe.com/en/data-protection/> of Messe Karlsruhe shall continue to apply. In this respect, reference is made to § 11. No financial consideration is owed by the participant.
- (6) By using the services or participating in digital formats, participants may incur additional costs from their internet or mobile phone provider.

#### **§ 4 Exclusion of the right of withdrawal**

There is no right of withdrawal according to § 355 BGB, not even for consumers in the sense of § 13 BGB. The exclusion of the right of revocation follows from § 312 g para. 2 no. 9 BGB. A subsequent revocation is therefore not possible. All orders are final and binding.

#### **§ 5 Resale**

The commercial or trade resale of complimentary tickets, discount vouchers, voucher- or invitation code or admission tickets without the prior consent of Messe Karlsruhe is prohibited.

#### **§ 6 Force majeure/pandemic-related restrictions, cancellations by Messe Karlsruhe**

- (1) Force majeure is an event beyond the control of the contracting parties that is unforeseeable and unavoidable. If one of the contracting parties is prevented by an event of force majeure from duly and punctually rendering the services owed under the contract, the party concerned shall be entitled to demand an adjustment of the contract. In the event of force majeure, Messe Karlsruhe is entitled in particular to postpone, shorten, extend or restrict the event in whole

or in part. If an adjustment is impossible or unreasonable, each of the contracting parties is entitled to withdraw from the contract. The withdrawal shall be declared to the other contracting party in text form without delay, stating all circumstances that justify the unreasonableness. This shall also apply if one of the service providers or service suppliers of Messe Karlsruhe (e.g. the production facility, the platform used for the digital formats or the hoster of the content platform) is unable to provide its services to Messe Karlsruhe due to force majeure.

- (2) If, in the event of force majeure, the organizer is unable to grant visitors unrestricted access to the event, it shall be entitled to hold the event in a modified or supplemented hybrid format (in particular streaming, virtual tours, online viewing rooms, etc.), insofar as the modified conception of the event does not unreasonably impair the trade fair and exhibition offering for the customer.
- (3) Official, police or court orders to suspend or discontinue operations, or orders, decrees or legal ordinances or the like to close operations, are equivalent to force majeure as defined in paragraph 1, insofar as Messe Karlsruhe is not culpable in causing this measure. This also applies to travel bans or bans on necessary accommodation for speakers or exhibitors in such numbers that the defining character of the respective event is lost.
- (4) The adjustments mentioned in paragraphs (2) and (3) do not entitle the customer to withdraw from the contract, to reduce the fee or to assert further claims against the organizer, unless the customer is a consumer in the sense of § 13 of the German Civil Code (BGB).
- (5) In the event of a complete cancellation of the event, the organizer will refund the ticket price already paid. This claim is directed against Messe Karlsruhe exclusively in the case of Messe Karlsruhe's own events. There shall be no further claims against Messe Karlsruhe.
- (6) A case of force majeure shall also be deemed to be the following
  - the interruption or not merely minor restriction of an adequate supply of electricity, gas or water, insofar as such interruption or restriction is not of short duration or is not the fault of Messe Karlsruhe or the organizer,
  - with regard to the occurrence and further development of pandemics in accordance with the Infection Protection Act (IfSG).

## **§ 7 Special Conditions for Congress and Seminar Events**

- (1) When a ticket is purchased for a congress or seminar event or by redeeming the voucher or invitation code, the ticket is personalized and is only valid for the person named in each case. Instead of the registered person, another person may attend the event, provided that Messe Karlsruhe is notified of this in writing in advance.

- (2) In the case of both congresses and seminars, the customer will be released from his payment obligation if, with the consent of Messe Karlsruhe, he provides a substitute participant. Messe Karlsruhe will only refuse consent if the substitute participant lacks the admission requirements or personal suitability.

#### **§ 7a) Use of Scan2Lead**

The ticket will be exchanged for a personalised badge when the customer enters the RATL, which offers the customer the opportunity to exchange his contact with exhibitors by scanning the code printed on the badge. In addition, the data protection declaration <https://www.ratl-messe.com/en/data-protection/> of Messe Karlsruhe continues to apply. In this respect, reference is made to § 11.

#### **§ 8 Photography, right to one's own image**

- (1) Commercial image recordings of any kind, in particular photography and filming / video recording, are only permitted on the event premises by persons who have been approved for this purpose by Messe Karlsruhe and possess a valid pass issued by Messe Karlsruhe. The recording and / or duplication or reproduction of live streams or other offerings from the digital part of the event is also not permitted.
- (2) Messe Karlsruhe and - with the consent of Messe Karlsruhe - the press and television are entitled to have photographs, drawings and film and video recordings made of the event and to use them free of charge for advertising or press publications.
- (3) If photographs, film and/or video recordings are made in the area of the place of assembly by employees of Messe Karlsruhe or the organizer or companies commissioned by them for reporting or advertising purposes, the recording activity must not be obstructed or impaired in any other way. All persons entering or staying in the premises used in the course of the RATL Karlsruhe are informed by the present ticket terms and conditions that photographs, film and video recordings may be made. Recordings of participants in and visitors to events may be published without the consent of the person concerned in accordance with the provisions of § 23 of the Act on Copyright in Works of Fine Arts and Photography (KunstUrhG).

#### **§ 9 House Rules, House Rights**

- (1) The customer undertakes to comply with the house rules of Messe Karlsruhe. These can be viewed on the website [www.messe-karlsruhe.de](http://www.messe-karlsruhe.de) and become an integral part of the contract.

- (2) Messe Karlsruhe or the persons authorized by it (staff, security and security services or third parties commissioned by it) shall exercise domiciliary rights. Their instructions and orders must be complied with.

### **§ 10 Liability**

- (1) Messe Karlsruhe shall be liable without limitation for damages resulting from a wilful or grossly negligent breach of duty on the part of Messe Karlsruhe or one of its legal representatives or vicarious agents. Messe Karlsruhe shall be liable for the slightly negligent breach of material contractual obligations (obligations the breach of which jeopardizes the achievement of the purpose of the contract or the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contracting party regularly relies). In the event of a breach of material contractual obligations, however, Messe Karlsruhe's liability shall be limited to the foreseeable damage typical for the contract. Liability for the slightly negligent breach of obligations other than those specified in the above sentences is excluded.
- (2) The limitations of liability specified in paragraph (1) shall not apply in the event of injury to life, limb or health.

### **§ 11 Data Protection**

- (1) Insofar as Messe Karlsruhe receives personal data from customers, such data will be treated confidentially in accordance with the applicable provisions of data protection law.
- (2) The data protection declaration of Messe Karlsruhe for the RATL Karlsruhe applies; this is available for viewing and downloading in the ticket store.
- (3) In all other respects, the transfer of your personal data to third parties outside the scope described in the data protection declaration of Messe Karlsruhe for the RATL Karlsruhe is not permitted.

### **§ 12 Place of performance**

The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Place of performance and jurisdiction is Karlsruhe.

### **§ 13 Settlement of disputes with consumers**

Messe Karlsruhe is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board. The EU Commission's platform

for online dispute resolution can be reached at  
[www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr).

#### **§ 14 Final Provisions**

If any provision of these GTC is or becomes invalid or unenforceable or does not contain a necessary provision, the validity of the remaining provisions of these GTC shall not be affected thereby. The invalid or unenforceable provisions shall be replaced and the gap shall be filled by a legally valid provision which corresponds as far as possible to the intentions of the parties or which would have corresponded to the intentions of the parties with regard to the aim and purpose of this contract if they had recognized this gap. The EU Commission's platform for online dispute resolution can be reached at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr).

Karlsruher Messe- und Kongress GmbH, January, 23rd 2025