

General Terms and Conditions of Karlsruher Messe- und Kongress GmbH for the Online Ticket Shop *IT-TRANS*

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

- (1) These General Terms and Conditions of Business and Participation of Karlsruher Messe- und Kongress GmbH (hereinafter referred to as: Messe Karlsruhe) apply to contracts for the sale of admission tickets (hereinafter referred to as: tickets) via the online ticket shop of Messe Karlsruhe and further regulate the rights and obligations of the participants and Messe Karlsruhe in connection with the physical visit to the trade fair and/or the participation in digital event formats or online events. The implementation takes place with the interactive event community platform "talque" (hereinafter: platform). The talque conditions of participation also apply.
- (2) IT-TRANS is organised by Karlsruher Messe- und Kongress GmbH, Festplatz 9, 76137 Karlsruhe, Germany, in cooperation with the Union Internationale de Transports Publics, rue Sainte-Marie, Brussels, Belgium
- (3) Whether and to what extent the digital offer can be used is determined by the specific ticket purchased. The description of the offer on the IT-TRANS website is authoritative here. The scope of services may include the possibility of participating in face-to-face formats as well as the use of further offers such as networking matchmaking, one-on-one video calls. This will be implemented using the interactive event community platform "talque" (hereinafter: the platform). Use of the digital offer is only possible through acceptance of the General Terms and Conditions of "talque".
- (4) General Terms and Conditions of the participant 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 purchase contract.
- (2) The customer makes a binding offer to enter into a contract by entering their personal data as well as all data required for payment processing correctly and completely in the order windows of the online ticket shop and submitting the order by clicking the "Order subject to payment" button.
- (3) On the final check page, any input errors can be identified before the order is finally submitted and corrected by clicking the "Back" button at the end of the page on the preceding input pages. In addition, these GTCs can be accessed, printed out

and saved at this point. The order process can be cancelled at any time by closing the browser window.

- (4) For all items that can be ordered online, the contract is concluded as soon as you have received confirmation of the successful purchase. This is done by a confirmation and provision of the ticket directly on the screen after successful completion of the payment, as well as 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. Admission to the respective event shall only be granted with the ticket printed out or stored in the customer's mobile phone. At trade events, the ticket will be exchanged for a badge on site, which gives the holder access rights.
- (5) When registering for participation or attendance at a hybrid or digital event format or an online event, the ticket or attendance authorisation or access data will be personalised and will only apply to the person named in each case.
- (6) 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, insofar as the participant is not entitled to a statutory right of withdrawal or termination. Claims on the basis of disruptions to performance shall remain unaffected.

§ 3 Conclusion of contract digital platform talque

- (1) By purchasing a ticket for IT-TRANS, the customer also acquires the option to use the "talque" platform.
- (2) The General Terms and Conditions of "talque" must be accepted in order to use the digital platform.

§ 4 Availability of the talque platform content

- (1) With regard to the provision of digital content via the platform used by Karlsruhe Trade Fair Centre, Karlsruhe Trade Fair Centre does not owe any permanent availability of the platform, as this is known to be technically impossible to guarantee.
- (2) Karlsruhe Trade Fair Centre is not obliged to store the content permanently, i.e. the content will not be available or will not be available indefinitely after expiry of the contractual term or contractual access to the platform.

§ 5 Registration and access data

- (1) The prerequisites for participation in the digital part of the event and the use of the online offers and the functions made available within this context are:
 - a minimum age of 18 years
 - The purchase of a ticket which, in terms of its scope of services, includes digital content
 - Registration on the interactive event community platform "talque" and acceptance of the General Terms and Conditions of "talque"
 - A technical infrastructure that allows the use of "talque", as well as an internet connection
- (2) The platform "talque" sends an invitation e-mail to the ticket holders, which contains a personalised access link to the platform. This access enables the ticket holder to create a profile on the platform and to use the functions provided.
- (3) The participant undertakes to store these carefully and securely and to protect them strictly against access by third parties. The use of access data is only permitted to the extent and by the persons who are also contractual partners or for whom the contractual partner has paid by name.

§ 6 Prices and payment methods

- (1) The prices for tickets are shown in the online ticket shop and are quoted in euros. The prices displayed at the time of ordering are decisive.
- (2) Currently, payment can be made by credit card, Paypal (or prepayment for trade visitor events). 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 terms and conditions.
Payments via Paypal are processed 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.

§ 7 Exclusion of the right of withdrawal

There is no right of withdrawal according to § 355 BGB [German Civil Code], 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.

§ 8 Special conditions for conference and seminar events

- (1) When purchasing a ticket for a congress or seminar event, the ticket is personalised and is only valid for the person named in each case. Another person may attend the event in place of the registered person, provided that Karlsruhe Trade Fair Centre is notified of this in writing in advance.
- (2) The customer shall be released from his obligation to pay for both congresses and seminars if he provides a substitute participant with the consent of Karlsruhe Trade Fair Centre. Karlsruhe Trade Fair Centre will only refuse consent if the substitute participant does not meet the admission requirements or personal suitability.
- (3) If a conference ticket for UITP members is purchased by a non-member, the organisers reserve the right to cancel the ticket and refund the ticket price. The customer will be informed of the cancellation by e-mail and will be given the opportunity to purchase a ticket at the regular price for non-members.

§ 9 Resale and transfer

The resale of tickets or access data to third parties is not permitted without the prior consent of Messe Karlsruhe.

§ 10 Supplementary obligations of the participant

- (1) The selection of the content placed on the platform by the participant as well as its presentation is the responsibility of the participant.
- (2) The participant warrants that the content made available by them on the platform as well as any linked target pages neither violate applicable law nor impair or infringe the rights of third parties of any kind whatsoever.
- (3) In particular, content such as chat contributions, word contributions, image contributions must not
 - a. contain any criminal, disorderly or generally disapprovable content,
 - b. glorify, trivialise or incite violence or war and suchlike,

- c. contain any political, discriminatory, racist, extremist or otherwise immoral statements, insinuations or representations, nor call for such statements, insinuations or representations,
 - d. be used to express religious or offensive opinions or to incite others to do so,
 - e. contain or incite any statements, insinuations or representations that are incompatible with basic democratic values and/or the Basic Law of the Federal Republic of Germany and/or have a negative impact on the peaceful coexistence of people in Germany or the country in which the event takes place,
 - f. contain any avatars, symbols, signets or logos that conflict with letters a. to e. or call for their use,
 - g. contain advertising of any kind, unless Messe Karlsruhe has given its express prior written permission to do so, and
 - h. lead to a technical overload, to a use contrary to the terms of the contract or to an abuse of the software or platform.
- (4) The participant shall indemnify Messe Karlsruhe against any claims by third parties in connection with infringements of rights pursuant to paragraph 2 and undertakes to compensate Messe Karlsruhe to this extent for any disadvantages and damages arising in this connection, unless the participant proves that it is not responsible for the infringement.

§ 11 Use of digital content, intellectual property, copyrights

- (1) Visitors may only use documents and files in accordance with the contract and within the scope of the permissions granted by copyright law.
- (2) Photo, video and sound recordings, recording, screenshots or other storage and recording of the digital contents by the visitor or third parties initiated or authorised by the visitor are not permitted, unless Messe Karlsruhe or the respective speaker/presenter explicitly allow this.

§ 12 Force majeure, reservation of performance

- (1) Force majeure is an external event having a massive impact on the contractual relationship that is unforeseeable according to human judgement and experience and cannot be prevented or rendered harmless by economically acceptable means, even with the utmost care that can reasonably be expected under the circumstances.

In the event of "force majeure", Karlsruhe Trade Fair Centre is entitled to postpone, shorten, extend or restrict the event in whole or in part and to close it temporarily or permanently. In such a case, the customer shall not be entitled to claim damages from Karlsruhe Trade Fair Centre. Services already rendered can be billed to Karlsruhe Trade Fair Centre provided that these costs have already been

covered by corresponding income or can be asserted and enforced against the organiser in accordance with the statutory provisions and contractual agreements.

A case of force majeure also includes

- the interruption or not only minor restriction of an adequate supply of electricity, gas or water, provided that this is not only of a short-term duration or is the fault of Messe Karlsruhe,
 - with regard to the occurrence and further development of pandemics in accordance with the Infection Protection Act (IfSG).
- (2) In the event of postponement of the event or for any other reason by up to one year, the contractual relationship between the parties shall remain unchanged unless the customer or Karlsruhe Trade Fair Centre declare in text form to the other party to the contract within 14 days of notification of the postponement that it is unreasonable to expect them to adhere to the contract. The reasons for unreasonableness must be explained in full. The standard of assessment is based on Section 313 (1) BGB. If the other contracting party does not subsequently object in text form within seven days, the reasons for unreasonableness shall be deemed to have been recognised.
- (3) The above provisions shall also apply if one of the service providers or service providers of Messe Karlsruhe (e.g. the production site, 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.

§ 13 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 site by persons who have been authorised for this purpose by Messe Karlsruhe and are in possession of 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 venue by employees of Messe Karlsruhe or the organiser or companies commissioned by Messe Karlsruhe for reporting or advertising purposes, the recording activities may not be obstructed or impaired in any other way. All persons entering or staying on the premises used in the course of IT-TRANS shall be advised by these ticket GTC that photographs, film and video recordings may be made. Recordings of participants and visitors to events may be published without the consent of the person concerned, in accordance with the provisions of § 23 of the Copyright Act in Works of Fine Arts and Photography (KunstUrhG).

§ 14 House rules, domiciliary rights

- (1) The customer undertakes to comply with the house rules of Messe Karlsruhe. These can be viewed on the website at www.messe-karlsruhe.de and are an integral part of the contract.
- (2) Messe Karlsruhe or its authorised representatives (staff, security and security services or authorised third parties) exercise domiciliary rights. Their instructions and orders must be complied with.

§ 15 Legal blocking/use

Messe Karlsruhe reserves the right to block the participant temporarily or permanently if:

- a. the participant violates applicable law or the provisions of these Terms and Conditions of Participation; or
- b. the content placed on the platform by the participant is misleading or untrue in whole or in part and/or infringes the rights of third parties, and/or violates applicable law in any other way.

§ 16 Liability

- (1) Messe Karlsruhe shall be liable without limitation for damage caused by an intentional 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 whose breach jeopardises the achievement of the purpose of the contract or whose fulfilment is a prerequisite for the proper performance of the contract and on whose observance the contractual partner 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 of the contract. Liability for the slightly negligent breach of obligations other than those mentioned in the above sentences is excluded.

- (2) The limitations of liability referred to in paragraph (1) shall not apply in the event of fatal or physical injury or health impairments.

§ 17 Data protection

- (1) Insofar as Messe Karlsruhe receives personal data from customers, this data will be treated confidentially in accordance with the applicable data protection regulations.
- (2) Messe Karlsruhe's privacy policy applies for **IT-TRANS 2024**; this can be viewed and downloaded in the ticket shop. (<https://www.it-trans.org/en/data-protection/>)
- (3) Apart from that, a transfer of your personal data to third parties outside the scope described in Messe Karlsruhe's privacy policy for **IT-TRANS 2024** is not intended.

§ 18 Applicable law, Place of fulfilment

The law of the Federal Republic of Germany shall apply to the exclusion of UN sales law. Place of performance and jurisdiction is Karlsruhe, Germany. The German version of these terms of use is legally binding.

§ 19 Dispute resolution vis-à-vis consumers

Messe Karlsruhe is not willing or 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.

§ 20 Final provisions

If any provision of these GTCs should be or become invalid or unenforceable, or should not contain a necessary provision, the validity of the remaining provisions of these GTCs shall not be affected thereby. The invalid or unenforceable provisions shall be replaced and the loophole shall be closed 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 recognised this loophole.