

## General Terms and Conditions of Use for visitor registration, for exhibition and events of messe.rocks GmbH



These General Terms and Conditions of Use (hereinafter referred to as the "Terms") apply to the electronic ordering of all types of entrance tickets and workshop tickets (hereinafter referred to as "Entrance Tickets") of the company messe.rocks GmbH, Velaskostraße 6, 85622 Feldkirchen (hereinafter referred to as "messe.rocks" or "Event Organiser") from the relevant website of the event (hereinafter referred to as "Website") as well as for the use of other services offered by the organizer in connection with its events.

messe.rocks reserves the right to change these Terms at any time, in which case such changes shall become effective as soon as they are published on this Website. messe.rocks also reserves the right to discontinue or change the Website in whole or in part at their own discretion and without any prior notification.

When placing an order, the Customer or purchaser of the Entrance Tickets (hereinafter referred to as "Customer") acknowledges these Terms. Any deviating conditions of the Customer are not valid.

The Entrance Tickets can only be prepared using the Print@Home method. The Print@Home method involves the Customer printing his ticket out himself which saves time and money. The Customer only needs a conventional printer and normal DIN A4 paper. For this purpose, messe.rocks shall send the Customer an e-mail when the order and/or purchase is received to the e-mail address received on registration, attaching the ticket in PDF format.

### 1. Contractual parties

messe.rocks, as the organizer of the events offered, also issues the Entrance Tickets. Through the free order or purchase of Entrance Tickets, contractual relationships come into being exclusively between the respective Customer and messe.rocks.

### 2. Contract conclusion

The Customer submits his offer to conclude a contract by clicking on the relevant button to send off the offer he has entered on the order form, in particular the relevant type of Entrance Ticket (day ticket, season ticket, number of workshops), his correctly entered e-mail address and invoice address as well as all the necessary data required for the processing of payment.

When the order (in the case of free Entrance Tickets) or the purchase and online payment has been successfully received, the Customer receives a confirmation message by e-mail from messe.rocks and at the same time PDF documents to print out the Entrance Tickets using the Print@Home method on his home PC. If the method "purchase by invoice" is available, the Entrance Ticket is only sent when payment has been received. The organizer is entitled to revoke the authorization if it was granted on false assumptions or information or if the admission requirements dispense later.

### 3. Return of paid Entrance Tickets / Right of revocation

For Exhibition and herCAREER@Night Entrance Tickets  
There can be no exchange or refund of purchased, stolen, damaged or destroyed Entrance Tickets including Tickets for the event herCAREER@Night. A return of the tickets (and herCAREER@Night Tickets) according to the German Distance Selling Act § 312b paragraph 3 BGB as well as a revocation of the contract is impossible. Every order of Entrance Tickets is binding immediately after confirmation by messe.rocks and obliges the Customer to accept and pay for the ordered Entrance Tickets. If the Customer is prevented from taking part, he can send a substitute participant in his place. The only exception to this is in the case of (a) cancelled or (b) postponed events. In such cases, the original Customer is entitled to a refund of the price actually paid. Entrance Tickets do not need to be returned in such cases but will be automatically declared as invalid. If messe.rocks receives information about cancelled or changed event dates, messe.rocks will immediately inform the Customer of this by e-mail as long as the Customer has entered a valid e-mail address on ordering. Any further claims shall be excluded. If an Entrance Ticket is lost, a refund of the purchase price is not possible. If the Print@Home ticket is not delivered due to a defective e-mail address, please contact info@messe.rocks, we will contact you immediately and initiate a renewed despatch to the correct address.

### 4. Prices and ban on commercial use

The prices for Entrance Tickets are always subject to change, contain the statutory German VAT of 19 % and are available for viewing on the relevant Website. The purchase of Entrance Tickets with the purpose of resale is generally prohibited.

### 5. Payment conditions

The full amount including VAT is due for payment immediately after the conclusion of the contract. Payment for online orders of Exhibition Entrance Tickets can be made via PayPal (Visa and Mastercard Acceptance). If the Customer does not wish to take advantage of this payment option, it is not possible to pre-register online for paid Exhibition Entrance tickets. The Customer still has the chance to register at the exhibition itself on the day of the event and to pay there and then by cash, but will then not benefit from the Print@Home function, more favourable prices and fast-track admission to the exhibition. The Entrance Tickets shall remain the property of messe.rocks until they have been paid in full. If a payment is debited, the tickets will be automatically declared void. During the ordering process the customer free to arrange the payment by credit card, bank account or debiting from his PayPal account. The Customer does need an own PayPal account to pay by PayPal. For further information on the PayPal payment system, please see www.paypal.com. All amounts are immediately due for payment without deduction on conclusion of the contract. The invoice is issued by messe.rocks GmbH, Velaskostraße 6, 85622 Feldkirchen, DE299803105 VAT. The respective invoice shall be sent to the Customer as a PDF file after the message confirming the order. When ordering Entrance Tickets, the Customer declares his consent to the invoice being created and sent electronically. The Customer is not entitled to receive a paper invoice. If you have any questions regarding payment and/or the invoice, please contact messe.rocks GmbH direct (e-mail to: info@messe.rocks).

### 6. Print@Home method (valid for all ordered/purchased Entrance Tickets)

The despatch of the Entrance Tickets is carried out at the Customer's risk and is sent together with the confirmation mail at the time the contract is concluded by e-mail as PDF file(s). The customer undertakes to check the Entrance Tickets for correctness and completeness immediately after receipt of the PDF documents, i.e. especially the name of the event, the date, time, price and number, participant's name and to report any complaints. If complaints are made to Messe.rocks in writing by email within 7 working days (e-mail to: info@messe.rocks), the Customer shall then receive a replacement free of charge against return of the Entrance Tickets already sent as a PDF because Entrance Tickets are personalised and not transferable. The delivery of the ordered Entrance Tickets using the Print@Home method is carried out by the Customer himself by printing out the Entrance Tickets sent to the Customer electronically. The Customer is only permitted to make one print copy of every Entrance Ticket for the purpose of its intended use; apart from that, he is not entitled to reproduce, copy or change the printed version of the Entrance Ticket - in whatever form. A Print@Home Entrance Ticket that has been copied or resold without authorisation does not entitle the holder to visit the event. The barcode on the document which can only be used once is electronically invalidated by the barcode scanner at the event. It is therefore impossible for other people with the same barcode to gain access to the event by copying the barcode for example. Should copies appear of this Print@Home entrance ticket, messe.rocks reserves the right to deny admission to the holder of the copies or the holder of the Print@Home entrance ticket that has been copied without authorisation. Furthermore, messe.rocks reserves the right to demand the total value of the copied Print@Home Entrance Ticket from the Customer whose ticket was copied without authorisation. messe.rocks shall not be liable for any inconvenience caused by unauthorised copying or misuse of Print@Home Entrance Tickets. The Print@Home Entrance Tickets should be kept like cash or conventional tickets in a safe place to prevent misuse. The Event Organiser cannot be held liable for the loss and/or misuse of the Entrance Tickets.

### 7. Registration and Matching

By registering when purchasing a ticket, customers can also create a profile which they can manage in a login area. By filling out a questionnaire, customers can also participate in the so-called matching, which is carried out by a third party service provider Chemistree GmbH (in the following "Chemistree") commissioned by us.

Participation is voluntary. In addition to visitors, speakers and exhibitors as well as stand personnel can also participate in the matching. In order to participate in the Matching, it is necessary to fill in the questionnaire and the associated profile. The information provided (e.g. e-mail address / first name / surname / optional company / position / links to personal social media profiles, profile picture / details about offers from the exhibiting company & answers from multiple choice questionnaires, etc.) will then be used to create so-called matches with the other participants and the respective match partners will be notified via the e-mail address previously provided. The match partners can then meet at the trade fair. This enables visitors to make targeted use of the exhibitors' offers and exchange information. The decision to actually take advantage of the matching is made by the visitors on site. Those matches which the visitors do not attend on site can also be followed up after the trade fair via the respective contact possibilities of the matching partners.

Visitors will also have the opportunity to make use of additional matching services if they complete the Matching Questionnaire and give their consent. This includes information about future vacancies from exhibitors and the possibility to arrange lunch dates. Lunch dates are an offer that is independent of the trade fair herCAREER.

### 8. At the event location/on site at the exhibition

**a. Sound and video recordings, photographs** It is prohibited for trade visitors to take photographs or make sound and video recordings at the event location for copyright reasons. Should photographs be taken and/or sound recordings made by messe.rocks employees or persons instructed by messe.rocks to do so during the event, visiting the event of messe.rocks authorises unlimited usage and publication rights for photographs, sound and video recordings on all sales and distribution channels.

**b. Name badge** Entrance Tickets are personalised and consist of an information part and a name badge. The name badge identifies the trade visitor on site, entitles the holder to be admitted to the event and must therefore be worn in a visible place. It contains the following personal data from the online order via the Website: first name, last name, position and company name. Part of the name badge is a barcode entitling admission to the event which is checked and invalidated by messe.rocks at the exhibition site using a barcode scanner. A second component is a QR code with vCard, containing the visitor's electronic business card with his personal data from the online registration in an encrypted form, this specifically includes company name (optional), street, postcode, town/city, country, form of address, title, first name, last name, position (optional), e-mail address and telephone number (optional) supplied on registration. In order to prevent misuse of your exhibition pass, please ensure that you keep the pass safe, do not make it accessible to third parties and destroy and dispose it after the fair. In case of a loss of your ID, you should contact us immediately so that we can take appropriate measures to secure your data.

**c. Unauthorized advertising** The unauthorized display, suspension or distribution of flyers, brochures or other advertising materials on the events organized by the organizer is not permitted. Likewise, sales conversations by service providers of any kind are prohibited on the events organized by the organizer. Service providers are staffing companies (companies and individuals representing the full range of services related to the recruitment and employment of personnel, such as temporary workers, personnel recruitment or headhunters), as well as (self-employed) trainers, coaches and consultants who are not exhibitors at the exhibition. In the case of infringements, the organizer charges EUR 3,000 for illicit advertising and make use of the domestic authority.

**d. Domestic authority** messe.rocks reserves the right to exclude visitors from the events without naming any reasons.

### 9. Liability, Damages

messe.rocks is only liable to an unlimited extent for damage or loss incurred by the Customer and/or registered person if these can be attributed to intentional or grossly negligent behaviour. In case of slightly negligent breaches of duty, messe.rocks is only liable for a breach of one of its material contractual obligations. In this case, messe.rocks's liability is limited to the damage or loss typical for this type of contract and that which is direct and foreseeable on conclusion of the contract. This also applies to breaches of obligations by legal representatives and/or vicarious agents of messe.rocks. Liability arising from culpable injury to life, limb or health shall remain unaffected by this limitation of liability. messe.rocks shall endeavour, as far as is technically possible, to keep the operation of the Website free of errors and interruptions but cannot guarantee this. Neither can messe.rocks guarantee that the Website will be free of viruses or other sources of disruption. Liability for this is also excluded.

### 10. Use of this Website

The Customer undertakes to use this Website exclusively to obtain Entrance Tickets. Deep linking to this Website, for whatever purpose, is strictly prohibited without express permission. The Customer undertakes not to use any robot or spider software and not to try and monitor or copy this Website and its content using any other method - whether automated or manual. He also undertakes not to disrupt the proper functioning of this Website, by whatever means, particularly not by deliberately overloading the system infrastructure of messe.rocks. messe.rocks shall pursue any illegal and/or unauthorised use of this Website, especially unauthorised Entrance Tickets, unauthorised framing or linking of the Website or the unauthorised use of any robot, spider or other software and shall take appropriate steps under civil or criminal law.

### 11. Court of Jurisdiction and Applicable Law

The mutual rights and obligations arising from this contractual relationship are subject to German law. The place of jurisdiction is Munich.

### 12. Final provisions

If any individual provisions in these Terms are ineffective or become ineffective, this shall not affect the effectiveness of the remaining provisions. Instead of the ineffective provision, a provision will be used in this case which comes as close as possible to the commercial intention of the ineffective provision in a manner permitted by law. Notes on handling customer data (data protection statement)

The personal data entered by the Customer on this Website shall be used to contact the Customer by e-mail and - if the Customer has consented to receive the newsletter during registration - to keep him informed about the event. messe.rocks advises the Customer that his data will also be saved on the messe.rocks computer system to the required extent and used for further processing, for the purpose of contract management (invoicing, note on receipt of payment, automatic creation of Print@Home ticket) and the execution of the event (the checking and identification of the Customer and the invalidation of the Entrance Tickets at the event location) in accordance with the provisions of data protection. Customer data shall not be passed on to third parties!

### Data privacy policy

Notice concerning the handling of customer data (Privacy Policy).  
Personal data you enter on this page will be used to contact you by email and, if you agreed to receive the newsletter when registering, to keep you informed about the event. We would like to point out that your data will also be stored and processed in our IT systems to the extent necessary for contract handling (invoicing, balancing payments, automated generation of print@home tickets), and event handling (checking customer IDs and validating tickets at the event location) in accordance with applicable data protection laws. Your personal data will not be disclosed to others without your consent. When registering as a visitor by redeeming a free voucher code, you agree that messe.rocks GmbH may disclose your personal data to the inviting party for the following purposes: Your company data (if available), first and last name, address, and redemption of the provided code for a visit to the trade fair.

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We will provide the inviting party your e-mail address and telephone and fax numbers for marketing or other purposes. The inviting party alone is responsible for the further use of your data. The detailed data protection policy can be found at [www.her-career.com/dsi](http://www.her-career.com/dsi).

messe.rocks GmbH – September 2019