

General Terms and Conditions for Order and Payment of Event Tickets by Guest-One GmbH

Preamble

The Guest-One GmbH („Guest-One“) provides its customers (hereinafter the “**Customer**”) internet-based solutions for organizing and administrating events, exhibitions and congresses and registration of participants for customers. All solutions and products offered by Guest-One are business-to-business products; the offer is primarily directed to entrepreneurs within the meaning of sect. 14 BGB (German Civil Code). Guest-One offers its services via various project-related top-level-domains and via various sub-domains and aliases of these domains (hereinafter the „Guest-One Websites“). Guest-One is not the operator of the events on offer. The following General Terms and Conditions (hereinafter “GTC”) apply exclusively for all products and services provided by Guest-One.

1. Scope

1.1 The GTC apply for all contracts between Guest-One and its customers, no matter of the service on offer.

1.2 If other persons than the customer take part on the events as well (hereinafter the „**Participant**“) clauses 5 to 8 of the GTC also apply between Guest-One and the Participant. If the term “Participant” is used in following provisions, it shall also apply for Customers.

1.3 Descending GTC of the customer are not accepted. That shall also apply if Guest-One does not object expressly.

2. Subject of Contract and Conclusion of Contract

2.1 Guest-One provides information on the respective event, the number of available tickets, the ticket price and the available forms of payment. This is a legally binding offer to enter into a contract.

2.2 The Customer accepts the offer for the conclusion of a contract in that he clicks on „Complete Registration“-button in the respective order. The valid acceptance of the offer by the Customer is subject to the Customer having filled out all required fields in the order form (each marked with an “*”) and having accepted the GTC. The customer will receive a confirmation email regarding the order. The customer is obliged to inform Guest-One if he has not received it in due time.

2.3 Guest-One is entitled to cancel an order of the Customer if the Customer breaches specific conditions imposed by Guest-One that were displayed during the prepurchase stage or the Customer attempts to circumvent such condition. A declaration of cancellation may also be made in an implied manner by reimbursing the sums paid. Sec. 350 of the German Civil Code (BGB) does not apply. Sentence 2 and 3 of this paragraph shall not apply if the Customer is a consumer within the meaning of sec. 13 of the German Civil Code (BGB).

3. Purchase Price, Exclusion of Set-off and Retention of Title

3.1 The final purchase price for a ticket may in some case exceed the stated ticket price. The final purchase price is calculated on a basis of the price specified by Guest-One per ticket plus incurred fees, which are given separately. In the order it will be stated whether the ticket price is inclusive or exclusive of value-added tax. Insofar as fees or currency differences are incurred in the case of payments from abroad, these will be borne by the Customer.

3.2 The full purchase price is due for payment immediately after receipt of the confirmation email. In case of purchase on invoice, Guest-One’s invoices shall be due and payable by the Customer within two (2) weeks upon receipt by the Customer.

3.3 Where there are insufficient funds on an account in the case of payment by bank transfer, the Customer undertakes to reimburse Guest-One the costs thereby incurred – but not less than the processing costs in the amount of EUR 10.00. The Customer may however prove that Guest-One incurred lower costs or none at all.

3.4 The Customer shall have no right of set-off, except to the extent that the counterclaim has not been disputed by Guest-One or been determined by a final and binding decision.

3.5 Guest-One retains legal title to any product supplied by Guest-One until the purchase price for such products has been fully paid.

4. Shipment, Loss and Reissue of Tickets

4.1 Guest-One will send the purchased ticket to the postal or electronic address provided by the Customer in the order after receipt of payment or after order (only in the case of purchase on invoice), unless otherwise agreed (e.g. tickets are held at the event location).

4.2 It is the responsibility of the Customer to inspect whether the ticket sent to him is correct, so that he may receive a replacement delivery from Guest-One in time before the beginning of the event. In that case the Customer has to send back the ticket to Guest-One. Guest-One will transmit a new ticket to the Customer in due time.

4.3 The Customer can request electronic tickets again at any time or access the tickets in their personal registration area, provided that the Customer has created a user account on Guest-One website.

4.4 Tickets sent by post that have not arrived at the Customer's address will only be resent if the Customer provides a written statement that he has not received the tickets.

4.5 Tickets sent by post that the Customer has been lost or destroyed, will only be replaced by Guest-One against payment of a processing fee of EUR 75,00.

5. Return of Tickets; Reimbursement of the Purchase Price

5.1 Should an event be cancelled or postponed due to events beyond the control of Guest-One (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of Guest-One; Guest-One cannot be held liable by the Customer and Participant for any damages, costs or losses incurred, such as transportation costs, accommodation costs, costs for additional orders, financial losses, etc. Under these circumstances, Guest-One reserves the right to either retain the entire registration fee and to credit it for a future event, or to reimburse the Customer after deducting costs already incurred for the organization of the event and which could not be recovered from third parties.

5.2 Requests for a change of Participant can be agreed on with Guest-One in exceptional cases. The Customer shall not have any entitlement in this respect.

5.3 Cancellation policy

In the event of cancellation, rebooking or changes to the invoice, a processing fee of EUR 5.36 gross will be charged in any case. The rebooking from on-site ticket to online ticket (or online ticket to on-site) is possible up to and including 1 May 2022. Starting on 2 May 2022, 100% of the amount of the on-site ticket will be charged. In the event of a rebooking, you will be refunded the respective amount, minus the processing fee. For the new ticket the registration process must be started again. Online tickets can be canceled up to and including 10 May 2022. Starting on 11 May 2022, 100% of the amount of the online ticket will be charged.

This rule shall not apply if the customer is a consumer within the meaning of Section 13 of the German Civil Code (BGB) and exercises his right of withdrawal (clause 6).5.4 Any unforeseen events that may prevent the Participant from attending the event do not apply as reason for free cancellation.

6. Right of Withdrawal

6.1 If the Customer is a consumer (i.e. a natural person, who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession) he has a right of withdrawal as laid down in the concerning laws.

6.2 If the Customer (consumer) exercises his right of withdrawal as mentioned in clause 6.1 he shall bear the cost the costs of return shipment.

6.3 In addition, the provisions laid down in the following instructions on withdrawal shall apply.

7. Liability and Warranty

7.1 Guest-One holds unlimited liability for damages arising out of injury to life, limb or health arising from a

7.2 Guest-One holds furthermore unlimited liability for damage that is caused intentionally or due to gross negligence of Guest-One or a legal representative or a vicarious agent and for damage that is caused by a lack of a quality that Guest-One undertook to provide.

Instructions on Withdrawal

You have the right to withdraw from this contract within fourteen (14) days without giving any reason.

The withdrawal period will expire after fourteen (14) days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (Guest-One GmbH, Hofaue 39, 42103 Wuppertal, phone: +49 (0) 202371610, fax: +49 (0) 2023716199, email: info@g1.de) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen (14) days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than fourteen (14) days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of fourteen (14) days has expired. You will have to bear the direct cost of returning the goods.

7.3 In the event of breach of cardinal contractual duties due to simple negligence, Guest-One shall be liable up to an amount limited to the foreseeable damages typical on the contract. Cardinal contractual duties are, in abstract terms, those duties the performance of which renders the proper performance of a contract possible in the first place and compliance with which the contracting parties may generally rely upon.

7.4 Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

7.5 Any further liability for damages shall be excluded, in particular liability regardless of fault. Guest-One and its vicarious agents shall also not be liable for interruptions, regardless of their nature, caused by the circumstances outside of their scope of control. In particular this shall apply to an outage of interruption of telecommunication lines and electricity supply.

7.6 The prescription periods for any claims for damages against Guest-On shall be one year with the exceptions of cases under clauses 7.1, 7.2 and 7.4. This clause does not apply either if the claimant is a consumer within the meaning of sec. 13 of the German Civil Code (BGB).

8. Data Protection; Capture of Photos and Videos by Third Parties

8.1 Guest-One will record the Participant's details in a secure database in order to produce a badge, generate statistics and to mail or email information to the Client on future events. Guest-One will not share the data with any third parties.

8.2 Photographers / videographers hired by the event operator or other attendees of the event may capture the Participant's image, in photo, video or streaming formats, which Guest-On cannot control and for which Guest-One disclaims all liability.

9. Final Provisions

9.1 Unless otherwise agreed, the Customer may transmit all declarations to Guest-One per email, fax or letter addressed to Guest-One. Guest-One may transmit declarations to the Customer to the email address that the Customer stated as his email address in the order.

9.2 The place of performance shall be the registered address of Guest-One.

9.3 The exclusive place of jurisdiction shall be the registered address of Guest-One, insofar as permitted by law.

9.4 The laws of the Federal Republic of Germany shall apply under exclusion of the United Nations Convention on Contract for the International Sale of Goods.

9.5 Should individual provisions of these GTC become invalid, the validity of the remaining provisions shall be unaffected. The Parties agree to replace any invalid or unenforceable provision by a valid and enforceable provision that comes as close as possible to the Parties' intentions or to what the Parties would have agreed according to the purpose of this Agreement had they been aware of the invalidity or unenforceability of the provision in this Service Agreement. The above provision shall apply mutatis mutandis in the event of incomplete provisions.

Annex

Model withdrawal form

If you wish to withdraw from the contract please complete and return this form

To

Guest-One GmbH
Hofaue 39
42103 Wuppertal
Tel: +49 (0)202371610
Fax: +49 (0)2023716199
info@g1.de

- I/We hereby give notice that I/We withdraw from my/our contract of sale of the following goods / for the provision of the following service,

Ordered on: _____

Received on: _____

Name and adress of consumer

Date

Signature of the Customer (only if written revocation)