

## Mesago Terms and Conditions Master – Event Visitor (hybrid)

### I. Scope

1. The following terms and conditions apply to all contracts concluded between Mesago Messe Frankfurt GmbH ('Mesago') and visitors ('Customers') of virtual, physical and hybrid trade fairs, exhibitions, conferences, workshops and other events ('Events') for the purchase of tickets and services in connection with participation in Events.
2. The contractual terms and conditions apply regardless of whether the Customer is a consumer or an entrepreneur. A consumer is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor self-employed (§ 13 BGB). An entrepreneur is a natural or legal person or a partnership with legal capacity who, when entering into a legal transaction, acts in the exercise of their commercial or self-employed professional activity (§ 14 BGB).
3. Events organised by Mesago are regularly aimed at customers who participate in the Event for professional or business reasons ('Trade Visitors'). Mesago reserves the right to verify Trade Visitor status before concluding a contract. The respective admission regulations can be found on the product detail page of the respective Events concerned on the online service. Mesago is entitled to check the requirements in an appropriate manner and to refuse admission to persons who do not meet the required characteristics. Any claims by the Customer arising from this, regardless of their nature, in particular claims for reimbursement of costs for the purchase of tickets or claims for damages, are excluded.
4. The purchase of tickets for commercial resale or reproduction is prohibited unless Mesago has expressly agreed to the resale in writing. An unauthorised reproduced or resold ticket does not entitle the holder to attend the Event. Non-commercial resale may only take place at a price equal to the original sale price of the tickets plus any proven fees/costs incurred at the time of the original purchase. Tickets may only be transferred to persons who meet the necessary admission requirements (e.g. Trade Visitor status). The resale of personalised and therefore person-specific tickets is not permitted. In the event of a breach of the above condition, Mesago has the right to refuse admission to the Event without replacement.
5. Any deviating conditions that have not been expressly agreed to in writing by Mesago shall not become part of the contract, even if Mesago has not expressly rejected them. All agreements made between the Customer and Mesago in connection with the contract are based in particular on these terms and conditions, the product descriptions and the order confirmation from Mesago. The version of these terms and conditions valid at the time of conclusion of the contract shall be decisive.

### II. Registration

To use the online service to purchase tickets and, if applicable, to participate in virtual Events (see section IV), the Customer can register and create a user account. Registration is free of charge. Orders via the online service can generally also be placed as a guest without creating a user account, unless registration is necessary for the specific Event.

### III. Conclusion of Contract, Prices and Payment

#### 1. Online Purchase of Tickets

- a) Orders are placed using the online order form provided by Mesago via the Internet using the link provided in the Mesago ticket shop and via the ticket shop accessible on individual Event pages, an online service provided by Messe Frankfurt Group. By submitting the online order form, the Customer makes a binding offer to conclude a contract. During the ordering process, the Customer must first enter information regarding the order quantity (number of tickets), delivery address and all necessary data for contract and payment processing. Mesago is free to accept orders.
- b) Upon receipt of the order, the Customer will receive an order confirmation and an invoice by email if the order is accepted by

Mesago. Invoices also serve as order confirmations if an order is not confirmed separately. The purchase confirmation constitutes the conclusion of the contract between the Customer and Mesago for the purchase of the ticket.

- c) The online tickets are created and sent by Messe Frankfurt Venue GmbH on behalf of Mesago (VAT ID DE147794792). The invoice is sent as a PDF file. By ordering the admission tickets, the Customer declares their agreement to the transmission of the online tickets and the electronic creation and dispatch of the invoice. There is no entitlement to invoicing by means of a paper invoice document.
- d) Online tickets can be printed out and saved and can also be used on a mobile device. The mobile ticket can be loaded into a standard wallet app, or the QR code or barcode can be presented as an image file. Tickets are also available to registered Customers in their user account at any time.
- e) The prices stated on the online portal at the time of ordering are authoritative. Prices include statutory value added tax. The total price including value added tax is due for payment immediately after conclusion of the contract.
- f) Payment for online tickets is made using the payment methods specified in the order process, in particular credit card or PayPal. An external service provider is used to process the payment.
- g) The tickets remain the property of Mesago until full payment has been received. If a payment is charged back, the tickets will automatically be declared invalid.

#### 2. Purchase of "physical" Tickets on Site

- a) If Mesago offers tickets for the Event for sale on site, the Customer can also purchase a physical ticket. The contract is concluded upon request and delivery of the ticket.
- b) The total price quoted is due for payment immediately after conclusion of the contract using the specified payment options. The tickets remain the property of Mesago until full payment has been received.
3. Tickets with Information Service
- a) If Mesago offers tickets with and without an information service for an Event, the Customer can choose between two types of tickets: tickets with information service and tickets without information service.
- b) If the Customer books a ticket with info service, the Customer gives their consent to receive advertising. No advertising will be sent for tickets without info service.
- c) Discount codes and other benefits (e.g. exhibitor vouchers) can only be redeemed for tickets with info service.
4. Other Services
- a) If the Customer books additional services in connection with an Event (e.g. guided tours within an Event, participation in workshops, dinners or stand parties within an Event), these contractual terms and conditions shall apply accordingly.
- b) The exact service content and further conditions are set out in the respective individual contract.

### IV. Supplementary Terms and Conditions for Virtual and Hybrid Events

1. Mesago provides electronic services to the Customer for the purpose of holding a virtual event in accordance with the information and description of the individual Event, in some cases in addition to the services provided at the exhibition grounds (hybrid event). A virtual event is an Event that is held via a digital medium without the physical presence of the participants and in which interaction between Customers and exhibitors takes place exclusively using electronic means of communication (e.g. online chat) (hereinafter, hybrid and virtual events are collectively referred to as 'Virtual Events').
2. Part of the provision of electronic services in the context of holding Virtual Events is the operation of a platform accessible via the internet by Mesago and the provision of content on the platform. Depending on the nature of the Event, this platform offers Customers various functions, such as, in particular, access to content provided and access to audio or video transmissions, either as a live stream, download on demand or interactive format with opportunities for Customer participation.

3. Mesago provides the platform up to the router output of the data centre in which the platform is operated ("transfer point").

4. During the duration of the Event, Mesago guarantees 97% availability of the platform at the transfer point. Times of insignificant disruptions are not taken into account in the calculation. The elimination of insignificant disruptions is at the discretion of Mesago.

5. In the case of free Virtual Events, the Customer has no claim to uninterrupted use or specific availability of the platform. There is no guarantee that access to or use of the platform will not be interrupted or impaired by maintenance work, further developments or other disruptions, which may also lead to data loss. Mesago endeavours to ensure that the platform can be used with as few interruptions as possible. However, it cannot be ruled out that temporary restrictions or interruptions may occur due to technical disruptions (such as power failures, hardware and software errors, technical problems in the data lines).

6. Mesago is not responsible for data backups.

7. The Customer can attend the Virtual Event to the extent booked. Access to the platform is granted to the Customer in accordance with the description of the individual Event, unless otherwise specified via a website made available by Mesago via a web browser or apps for mobile devices. A prerequisite for participation in the Virtual Event is the Customer's registration with the Messe Frankfurt Group's online portal "Messe-Login". Access authorisation is granted by activating the booked Virtual Event for the Customer in their user account.

8. The Customer is responsible for creating and maintaining the technical requirements necessary for using the platform and attending the Virtual Event. In particular, the Customer must ensure that a sufficiently powerful Internet connection is available and that the access data for the Virtual Event is valid.

9. The data that the Customer is required to enter when registering/placing an order (first name, surname, company name) will also be visible to other users of the platform (visitors, exhibitors, speakers, conference participants, press) on the Customer's profile on the platform.

10. If and to the extent that a Customer enters incorrect data ('fake names' or similar), Mesago reserves the right to remove this data and the entire profile from the platform.

## V. Force Majeure and Reservations

1. In the event of a compelling reason or force majeure for which the parties are not responsible (e.g. industrial action, official or legal orders, extreme weather conditions, disasters, war, terrorist threats, fire, danger to the life or health of participants, epidemic/pandemic situations, embargoes, energy shortages (in particular an emergency level declared by a competent federal ministry) or significant operational disruptions, in particular cyber attacks) that make it unreasonably difficult or impossible to hold the Event, both parties shall be released from their contractual obligations. Mesago shall also be entitled, in particular, to move the Event to another location, shorten it, close it in whole or in part, or cancel it if any of the reasons listed above apply. The remuneration to be paid by the Customer shall then be adjusted accordingly or shall be waived entirely in the event of complete cancellation. Each party shall bear its own expenses incurred up to that point. Services already rendered by the parties shall be returned.

2. If, based on Mesago's experience, it becomes apparent that the Event cannot be as successful as desired for the Event participants due to insufficient participation, Mesago may cancel the Event. The Customer must receive the corresponding notification at least two weeks before the planned Event. Mesago is obliged to refund any payments already made by the Customer, provided that the paid service has not yet been rendered at the time of cancellation. The Customer's claims for reimbursement of expenses already incurred for their participation in the Event or for damages cannot be derived from the cancellation.

## VI. Liability, compensation

1. The statutory warranty provisions apply.

2. In the context of the use of free services, Mesago's liability for negligent breaches of duty is excluded, unless damages resulting from injury to life, limb or health or guarantees or claims under the Product Liability Act are affected.

3. In the context of the use of paid services, Mesago shall only be liable for damages in the cases specified in the following sections VI.3.a) to VI.3.e) as follows:

- unlimited liability for injury to life, limb and/or health, as well as for damage caused intentionally or through gross negligence;
- for damage resulting from non-compliance with any written guarantees to the extent of the Customer's financial interest covered by the purpose of the guarantee and recognisable to Mesago at the time of issue;
- in the event of mandatory statutory liability, for example under the German Product Liability Act;
- for the breach of essential contractual obligations due to slight negligence, the resulting liability for damages is limited to the extent of damage that Mesago could typically have expected to occur at the time the contract was concluded based on the circumstances known to Mesago at that time. Essential contractual obligations are those fundamental obligations that were decisive for the conclusion of the contract and on whose compliance the Customer could rely;
- No-fault liability for initial rental defects is excluded.

4. Otherwise, any liability for damages on the part of Mesago, regardless of the legal basis, is excluded.

5. In the cases specified in section d), claims for damages and reimbursement of expenses shall become time-barred after twelve months. The limitation period shall commence in accordance with Section 199 of the German Civil Code (BGB).

6. Mesago accepts no liability for loss of or damage to purchased tickets. No replacement will be provided.

7. Insofar as the liability of Mesago is excluded or limited under this clause, this also applies to the liability of the organs and vicarious agents, in particular employees, of Mesago.

8. Targeted advertising measures by visitors of Mesago Events who are not also exhibitors are prohibited. The Customer is fully liable for any costs or damages incurred by Mesago as a result of such advertising measures by the Customer.

## VII. Digital Platform / Data Exchange

1. All personal data provided by Customers will be collected, processed and stored by Mesago exclusively in accordance with the provisions of German and European data protection law.

2. The use of personal data is necessary for the execution of the contract concluded with Customers. Mesago is entitled to transfer the data to third parties commissioned by it to execute the contract, insofar as this transfer is necessary to fulfil the contract for participation in the Event or to enable them to offer further Services in connection with the Event.

3. Details of the data collected and its respective use can be found in Mesago's privacy policy.

## VIII. Revocation

1. The Customer has no right of revocation for online ticket purchases, or this right may expire prematurely:

In accordance with Section 312g of the German Civil Code (BGB), the right of withdrawal does not apply, among other things, to contracts for the provision of services in the areas of accommodation for purposes other than residential purposes, transportation of goods, motor vehicle rental, delivery of food and beverages, and the provision of other services in connection with leisure activities, if the contract provides for a specific date or period for the provision of services (Section 312g (2) sentence 1 no. 9 BGB). This means that if Mesago offers services in the field of leisure activities, in particular tickets for Events, the Customer has no statutory right of withdrawal. Any order for tickets is therefore binding immediately after confirmation by MESAGO in accordance with clause 3 of the TERMS AND CONDITIONS and obliges the Customer to accept and pay for the tickets ordered.

2. If the Customer attends the Event not in connection with leisure activities, but in particular in the context of their commercial or self-employed professional activity, the Customer is acting as an entrepreneur and has no statutory right of withdrawal.

3. There is no statutory right of withdrawal for physical ticket purchases.

## **IX. Return of tickets**

1. Purchased tickets cannot be returned. There will be no refund of the price for unused tickets.
2. An exception applies only to tickets for (i) cancelled or (ii) postponed Events. If an Event is postponed, the tickets remain valid for the new Event date. The Customer is entitled to withdraw from the contract due to the postponement. In cases of cancellation or withdrawal by the Customer due to postponement, the former Customer is entitled to a refund of the ticket price actually paid. Tickets do not need to be returned, but are automatically declared invalid. Furthermore, claims for reimbursement of futile expenses are excluded, unless Mesago is responsible for the cancellation or postponement of the Event.
3. A ticket may generally be transferred to another visitor for a fee of EUR 75.00 net. For Events for Trade Visitors, the Customer to whom the ticket is transferred must be a Trade Visitor. The transfer is carried out via the ticket shop or Mesago's customer support. Before the transfer, the new Customer must agree to these terms and conditions and any other applicable terms and conditions for attending the Event. The transferring Customer guarantees this before initiating the transfer. All rights and obligations arising from the ticket purchase contract are transferred to the new Customer upon transfer of the ticket. Mesago reserves the right to refuse a transfer for certain Events or shortly before Events take place.

## **X. Image and sound recordings**

The Customer agrees, free of charge and without restriction in terms of time or location, that Mesago or third parties commissioned by it are entitled to make image and/or sound recordings of the Customer during the Event and to use, edit and, even in edited form, reproduce, distribute, exhibit, make publicly available and archive these recordings in whole or in part for editorial reporting as well as for marketing and advertising purposes for the Event and Mesago, for all known and unknown types of use in all media.commercially and non-commercially, edit and, even in edited form, reproduce, distribute, exhibit, make publicly available and archive.

## **XI. Participation in Dispute Resolution Proceedings**

Mesago is not obliged to participate in dispute resolution proceedings before a consumer arbitration board and has therefore decided against voluntary participation.

## **XII. Identity of the provider, contact**

1. The provider of the online portal is

Mesago Messe Frankfurt GmbH  
Rotebühlstraße 83-85  
70178 Stuttgart  
Germany

Telephone: +49-711-61946-0  
Email: info@mesago.com

2. In the event of queries or problems relating to a delivery or a purchased ticket, the Customer can initially contact Mesago using the above contact details.

## **XIII. Final provisions**

1. Changes or additions to the contractual relationship between the parties must be made in writing. This also applies to the waiver of this formal requirement.
2. The Customer may only offset claims by Mesago with counterclaims that are undisputed or have been legally established. The Customer may only assert rights of retention or rights to refuse performance if their counterclaim is based on the same contractual relationship.
3. The Customer is prohibited from assigning any claims against Mesago that are not directed at the payment of money to third parties if this conflicts with a legitimate interest of Mesago, unless a legitimate interest of the Customer outweighs this interest of Mesago.
4. The place of performance of this contract is the registered office of Mesago in Stuttgart.

5. Should any provision of the contract between Mesago and the Customer be or become wholly or partially invalid or unenforceable or should there be a gap in the contractual provisions, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, a valid or enforceable provision shall be deemed to have been agreed which comes closest to the purpose of the invalid or unenforceable provision. In the event of a gap, a provision shall be deemed to have been agreed which corresponds to what would have been agreed in accordance with the purpose of this contract, provided that the parties had considered the matter from the outset.

6. The legal relationship between Mesago and the Customer shall be governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

For consumers, this choice of law shall only apply insofar as it does not deprive them of mandatory consumer protection provisions of the state in which the Customer, as a consumer, has their habitual residence at the time of placing the order.

7. The exclusive place of jurisdiction for all legal disputes arising from the contract is Stuttgart if the Customer is a merchant or 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, or if, after conclusion of the contract, it moves its place of residence or habitual abode outside the Federal Republic of Germany or its place of residence or personal abode is unknown at the time the action is brought. Mesago is also entitled to assert claims at the court responsible for the Customer's place of business.

**As of December 2025**