

# General Terms and Conditions (professional visitors & booth attendants) internationale tanzmesse nrw 2018

## 1. General – Scope

1.1 The following terms and conditions apply to the online registration for the internationale tanzmesse nrw (hereinafter “the Tanzmesse” or “the event”). They stipulate the relationship between the visitor and nrw landesbuero tanz e.V., Im MediaPark 7, 50670 Cologne as the seller of online registration and host of the internationale tanzmesse nrw. The following terms and conditions apply to visitors. Private visitors can purchase admission tickets via the pay desk at the event location (exhibition halls) or show tickets via our sales partner.

1.2 Deviating, contrary or supplementary General Terms and Conditions shall not become part of the contract even when known, unless explicitly agreed in writing.

1.3 The following terms and conditions also contain the legal information regarding consumers’ rights and obligations when making transactions via distance sales and in e-commerce.

## 2. Registration and Conclusion of Contract

2.1 The online registration process can be completed via the Tanzmesse website ([www.tanzmesse.com](http://www.tanzmesse.com)).

2.2 With online registration, you (the customer) conclude a contract with nrw landesbuero tanz e.V. (the host) regarding your visit of the event.

2.3 In order to complete the registration process as a visitor, you will first need to register (menu item “Create Account”) on the Tanzmesse website ([www.tanzmesse.com](http://www.tanzmesse.com)). After successful registration and confirmation of your account, you will be able to apply for registration using the Tanzmesse online form. After submission of the registration form, you will receive an automatically generated confirmation email.

2.4 You can cancel the order process at any time by closing the browser window. Before completion of the order process, you will be able to review all previously entered data, allowing you to check for possible errors.

2.5 By submitting the registration form, a contract is concluded with the Tanzmesse. You will receive a respective confirmation via email. On the first day of the Tanzmesse, you will receive your visitor badge at the registration desk at NRW Forum Düsseldorf (exhibition halls).

2.6 In case of questions or complaints regarding the online registration process, please contact [info@tanzmesse.com](mailto:info@tanzmesse.com).

## 3. Fees and Conditions of Payment

### 3.1 Participation costs

All stated fees are net amounts invoiced in euro. These do not include the currently applicable 7% legal VAT. The participation costs depend on the services booked by the exhibitor in the registration form after acceptance of contract via email by the internationale tanzmesse nrw. All payments shall be made in euro. Authoritative date for the respective exchange rate from a foreign currency is the date of payment. Cheques are not accepted. All applicable bank and wire transfer fees shall be paid by the visitor.

### 3.2 Invoicing

The visitor receives an electronic invoice with declared VAT in their online account. The visitor agrees to electronic invoice transmission.

### 3.3 Payment Options

During online booking, the contractor can decide how they want to pay for the due amount: via wire transfer (EUR 10 service fee) or using the online service PayPal. For wire transfers, the invoice number must always be stated in the reference line. All wire transfers shall go to the following account:

Account holder: nrw landesbuero tanz e.V.; Bank code: 37050198 (Sparkasse KölnBonn); Address: Hahnenstrasse 57, 50677 Cologne; IBAN: DE70 3705 0198 0027 7822 83; BIC/SWIFT: COLSDE33XXX

#### 4. Order Confirmation and Accounting Policy

4.1 After being accredited, you will receive a confirmation email listing the data submitted by you. You will receive another email as soon as your invoice is available for download from your personal account on the Tanzmesse website.

4.2 By ordering online, the user of online registration agrees to electronic invoicing and invoice transmission. Claims to invoice documents being sent via mail shall be excluded.

4.3 We expressly point to the obligation of all business people to retain and file the electronically received documents as stipulated by the German Fiscal Code, German VAT Act (UStG) as well as the principles of due computer-aided bookkeeping systems (GoBS) and the principles of data access and verifiability of digital documents (GDPdU).

4.4 The Tanzmesse is not liable to errors and damages occurring as a result of improper handling by the invoice recipient or inadequate technical equipment of the same in association with the invoices sent to him electronically. The Tanzmesse is furthermore not liable to invoices that are not accepted by the tax authority, except if the non-acceptance is due to reasons for which the Tanzmesse or its agents are responsible.

#### 5. Absence of a Right of Withdrawal

Please note that consumers have no right of withdrawal pursuant to section 355 of the German Civil Code (BGB) regarding the order of online registration. This is in accordance with section 312g paragraph 2 item 9 of the German Civil Code (BGB). This means that you will not be able to withdraw your order after submission. All orders are final and binding.

#### 6. Return/Refund — Cancellation of the Event

It is not possible to return or refund admission tickets. Only in case of cancellation of the event, the registration value shall be refunded.

#### 7. Customer Obligations (Rules of Conduct)

7.1 The purchaser pledges that all data entered during registration is true and complete.

7.2 The purchaser pledges to be of age at the time of registration.

#### 8. Exclusion of Liability

All liability to damages on or loss of property is excluded. Liability to willful intent and gross negligence remains unaffected. This exclusion of liability is not limited by voluntary or undue property surveillance measures on part of the internationale tanzmesse nrw.

The visitor shall immediately notify the internationale tanzmesse nrw, police and the visitor's insurer of all damages in writing. Should the internationale tanzmesse nrw, due to force majeure or other reasons beyond its control, be compelled to clear the exhibition premises or parts thereof temporarily or permanently, or move, shorten, extend or cancel the event, the visitor shall derive no rights, particularly claims for damages against the internationale tanzmesse nrw.

#### 9. Liability of the internationale tanzmesse nrw and its Agents / Limitation of Liability

9.1 Subject to the limitations of liability listed in item 8, the internationale tanzmesse nrw shall only be liable to damages caused deliberately or in gross negligence by the internationale tanzmesse nrw or its agents, regardless of the legal reason, except if a damage is due to an obligation which must be fulfilled so that the contract can be duly and properly executed and which the contract partner may regularly trust is fulfilled (cardinal obligation).

9.2 In the event of a violation of a cardinal obligation, liability to damages which can typically be expected to occur within the scope of a contract such as this one shall be limited. In the event of damages caused deliberately or in gross negligence by other agents of the internationale tanzmesse nrw, liability to damages which can typically be expected to occur within the scope of a contract such as this one shall be limited.

## 10. Processing of Personal Data and Data Protection

Declaration of consent according to paragraph 4 of the Data Protection Act of North Rhine-Westphalia/Art. 7 EU GDPR

Data stored in the context of an event organized by nrw landesbuero tanz e.V.

nrw landesbuero tanz organizes the event internationale tanzmesse nrw, which is attended by visitors. nrw landesbuero tanz uses a web-based database solution for the required registration of visitors, during which process data provided for the registration is collected. internationale tanzmesse nrw is committed to processing all data in accordance with data protection regulations.

Having been informed of the abovementioned facts, I agree that the data I submitted and the documents I uploaded as part of the online registration process may be used by the Tanzmesse to complete the registration procedure and may be processed for promotional purposes. These data may only be used for the purposes described above. I agree that other accredited visitors will be given access to my contact data in the password-protected area.

I understand that this consent is given by me voluntarily and may be revoked with future effect at any time. A revocation shall not affect the lawfulness of the processing of my personal data up until that time. However, my registration by the Tanzmesse will then be deemed invalid. To revoke your consent, please send an informal email to [kerstin@tanzmesse.com](mailto:kerstin@tanzmesse.com).

## 11. Statute of Limitation

Any claims against the internationale tanzmesse nrw arising from the contractual relationship and all associated legal relationships shall be subject to a statute of limitations of six months. The limitation period shall begin at the end of the month in which the last day of the event takes place. The internationale tanzmesse nrw must be notified in writing of any shortcomings in conjunction with the event at the exhibition. The notification must be made within two weeks after becoming aware of the issue, otherwise all claims shall lapse.

## 12. Force Majeure

If the internationale tanzmesse nrw, due to force majeure or other reasons beyond its control (e.g. power failure), is compelled to clear one or more exhibition areas temporarily or permanently, or move or shorten the event, the Professional Visitor or Booth Attendant shall derive no rights of withdrawal or termination or any other claims, in particular claims for damages, against the internationale tanzmesse nrw.

## 13. Place of Fulfilment / Applicable Law / Place of Jurisdiction

The place of fulfilment and place of jurisdiction for all mutual obligations is Cologne, Germany. All legal relations between the visitor and the internationale tanzmesse nrw shall be governed by German law and the German-language version of the conditions of participation, including additions and limitations as stated on the website of the internationale tanzmesse nrw and/or in the registration form, along with these terms and conditions. If the exhibitor is an entrepreneur, Cologne shall be the sole place of jurisdiction.

The internationale tanzmesse nrw reserves the right to change these General Terms and Conditions and any other conditions of participation at any time.

Last updated: April 2018