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internationale tanzmesse nrw – edition 2022

General Terms and Conditions (GTC) for visitors of internationale tanzmesse nrw, edition 2022

1	Scope
2	Implication, Service and Acceptance of Registration
3	Duration and Location of the Event
4	Services Included in Registration
5	Fees
6	Payment Terms
7	Hygiene and Safety Concept
8	Organiser's Liability
9	Cancellation and Termination of Contract
10	Force Majeure
11	Cancellation Due to Pandemic
12	Change of Programme
13	Admission
14	Photo, Video and Sound Recordings
15	Domiciliary Rights
16	House Rules
17	Data Protection
18	Place of Jurisdiction and Applicable Law
19	Entry into Force
20	Severability Clause

## 1 Scope

The General Terms and Conditions govern the legal relationship between nrw landesbuero tanz e. V., represented by its manager Heike Lehmke, Im Mediapark 7, 50670 Köln (hereinafter referred to as the Organiser) and the trade visitor (hereinafter referred to as Registered Visitor) as part of internationale tanzmesse nrw (event).

## 2 Implication, Service and Acceptance of Registration

### 2.1 Registration includes the following services:

- Access to the Agora
- Access to the Talk & Connect programme
- Ticket reservation for the entire programme
- Bus shuttle service
- tanzmesse profile in account-protected area
- Entry in and receipt of the list of participants

Section 4 below provides further details on the above-mentioned services.

### 2.2. Booking

Registered Visitors can get registered for a fee of € 150 plus VAT (see section 5 below). Registration can be obtained online on the website of internationale tanzmesse nrw. Once the online registration is completed, the Registered Visitor enters into a contractual agreement with the Organiser, to which the Registered Visitor is bound until the beginning of the event period. The Organiser accepts the registration by sending a confirmation by e-mail.

## 3 Duration and Location of the Event

internationale tanzmesse nrw is held at the venue NRW-Forum Düsseldorf and other venues in Düsseldorf, Krefeld, Leverkusen and the surrounding area.

internationale tanzmesse nrw takes place from 31/08/2022 to 03/09/2022.

## **4 Services Included in Registration**

### **4.1 Access to the Agora**

At the entrance, Registered Visitors are given a badge granting them free access to the Agora, the exhibition halls at NRW Forum, for the entire duration of the event. The Agora is open daily from 10 a.m. to 2 p.m. from 30/08/2022 to 03/09/2022.

### **4.2 Tickets for Performance Programme**

Registered Visitors are also entitled to book tickets for the performances programme of internationale tanzmesse nrw free of charge. Tickets go on sale on 1 June 2022 (subject to change). Tickets for the performance programme (Open Studios, pitchings and performances) must be booked in advance of the event online on the homepage of internationale tanzmesse nrw. The badge does not entitle the holder to attend any events.

Registered Visitors can book tickets for any events of the performances programme they are interested in only within one single and thus completed booking process. After completion of the one-time booking process, no further tickets can be booked.

Once the tickets have been booked, there is no entitlement to exchange tickets for other events.

### **4.3 Other Options for Participation**

The badge entitles the Registered Visitors to participate in other events offered at internationale tanzmesse nrw (which are not part of the performances programme). Badge holders are given free access to any formats of the discourse programme Talk & Connect, to late night events and parties. The Organiser reserves the right to make prior registration via the online portal of internationale tanzmesse nrw compulsory for certain events.

Furthermore, Registered Visitors are granted free access to the online programme of internationale tanzmesse nrw.

### **4.4 List of Participants for Networking**

An essential service included in Registration is the networking of Registered Visitors. The online database of internationale tanzmesse nrw comprises a complete list of all Registered Visitors with their full names (first and last name); this list is made accessible to Registered Visitors.

Furthermore, the contact details (particularly name, e-mail, telephone number) of Registered Visitors will be stored in the database of internationale tanzmesse nrw for networking purposes; this data will be made accessible to all Registered Visitors (internal pool).

## **5 Fees**

The net fee for Registration is € 150.

Fees are subject to VAT at the current rate of 7 %.

## **6 Payment Terms**

### **6.1 Invoice**

Any Registered Visitor shall receive an electronic invoice (including VAT) sent by e-mail or via database of internationale tanzmesse nrw. The Registered Visitor agrees to receiving the invoice in electronic form.

Fees shown are net prices in euro. Additionally, 7% statutory VAT is applied.

### **6.2 Due Date**

Upon confirmation by the Organiser and dispatch of the corresponding invoice, the fee for registration shall be due immediately.

### **6.3 Payment Methods**

The only payment methods accepted are PayPal or bank transfer. Payment by bank transfer is subject to a € 10 handling fee.

All payments shall be made in euro. The date of payment shall be relevant for the exchange rate applied for foreign currencies. The Registered Visitor shall pay any bank or transfer fees and charges.

## **7 Hygiene and Safety Concept**

Registered Visitors are required to inform themselves in advance of attending the event about the currently applicable regulations, laws, decrees and other directives issued regarding the containment of SARS-CoV-2 (COVID-19), and to comply with them. Furthermore, Registered Visitors are obliged to observe the hygiene and safety measures the Organiser adopted for the event. The hygiene and safety concept is based on the legal requirements applicable at the time of the event and also on the recommendations of the administration.

## **8 Organiser's Liability**

Any liability for damage to or loss of property is excluded.

The Organiser, the Organiser's representatives and agents shall only be liable for damage of any kind suffered by Registered Visitors inside the event location in case of intent or negligence. Liability for injury to life, body and health shall remain unaffected.

## **9 Cancellation and Termination of Contract**

### **9.1 Cancellation and Withdrawal by Registered Visitor**

Cancellation is excluded. Any booking is binding.

Withdrawal from purchasing Registration is excluded.

### **9.2 Withdrawal/Cancellation by Organiser**

The Organiser is entitled to withdraw from/cancel the contract if

- the full fee has not been received by the date specified in the invoice (the period must be at least 30 days), nor after the expiry of an extension granted to the Registered Visitor
- the Registered Visitor violates the hygiene and safety concept
- the Registered Visitor no longer fulfils the conditions for being granted admission or the Organiser subsequently becomes aware of reasons that would have justified non-admission if they had been known beforehand.

## **10 Force Majeure**

If the event or parts of the event cannot be held for reasons of force majeure or for other reasons for which the Organiser cannot be held responsible, the Registered Visitors shall have no claims against the Organiser beyond the statutory provisions.

## **11 Cancellation Due to Pandemic**

If the event has to be cancelled because of a pandemic, the statutory regulations shall apply.

## **12 Change of Programme**

The programme is subject to change. Registered Visitors are required to inform themselves in advance about changes to the programme or starting times.

## **13 Admission**

Admission to an event of the performance programme is only granted to holders of a valid ticket. The badge does not entitle the holder to attend any event of the performance programme without prior booking of a ticket. There is no entitlement to admission or re-admission after the start of the event.

## **14 Photo, Video and Sound Recordings**

Registered Visitors are not permitted to take photos and to make video or audio recordings of any kind anywhere on the event premises at any time. In case of violation against this provision, the Organiser shall be entitled to confiscate the material.

The Organiser shall be entitled to make any kind of audio and video recordings as well as to take photos of the entire event, using them for PR and archiving purposes to promote the event and future events. The Registered Visitors agree that they may be recorded on video or audio and that these recordings may be published, broadcast and reproduced for the purposes mentioned above without any temporal or spatial restrictions and without any return (such as remuneration) other than the increase of their personal and artistic reach.

## **15 Domiciliary Rights**

The Organiser shall exercise the domiciliary rights on the event premises. The house and ground regulations of the respective venue apply, which will be sent to any Registered Visitor on request.

## **16 House Rules**

- 16.1 The behaviour of any Registered Visitor must in no way endanger, obstruct, harm, threaten or harass any other person.
- 16.2 Entering the stage, backstage, dressing room, rehearsal and storage areas is not permitted.
- 16.3 Mobile phones and other technical devices with acoustic signals and/or illuminated screens are to be switched off during events of the performance programme.
- 16.4 Instructions given by the staff must be followed without fail. In the event of non-compliance, a ban from the premises may be issued.
- 16.5 Registered Visitors must comply with the hygiene and safety measures issued by the Organiser for the event.
- 16.6 Smoking is prohibited in all rooms.
- 16.7 Escape routes and emergency exits must be kept clear at all times.
- 16.8 The consumption of food and beverages brought to the event premises is not permitted.
- 16.9 Animals must not be brought to the event premises.

## **17 Data Protection**

- 17.1 The Organiser shall process the personal data provided by the Registered Visitors such as address, account details, telephone number, photos, video and audio recordings, parts of programme proposals, and e-mail address.
- 17.2 The collection and processing of the Registered Visitors' personal data shall be carried out for the purpose of executing the contract. In this respect, the data collection and data processing are based on GDPR Article 6 (1) point b, as well as on the Registered Visitor's consent (to photos for PR purposes), which is based on GDPR Article 6 (1) point a.
- 17.3 Furthermore, the purposes of data processing result from the respective statutory obligations of each party such as statutory retention periods and accountability to the tax authorities. In this respect, the corresponding data collection and processing are based on GDPR Article 6 (1) point c.
- 17.4 In addition, the purpose of data processing may result from the legitimate interests of one of the parties or third parties if and to the extent that the interests, fundamental rights and freedoms of the respective other party do not prevail. In this respect, the corresponding data collection and processing are based on GDPR Article 6 (1) point f.
- 17.5 Further information (right of access, rectification, revocation, deletion, etc.) can be found in the data protection declaration on the website of the Organiser <https://www.tanzmesse.com/en/data-protection>

## **18 Place of Jurisdiction and Applicable Law**

The place of jurisdiction is Cologne, Germany.

Any legal relations between the Organiser and the Registered Visitor shall be governed by German law and the version of the General Terms and Conditions in German language, including supplements or restrictions as published on the website of internationale tanzmesse nrw and/or in the registration form, together with these GTC.

### **19 Entry into Force**

These General Terms and Conditions shall enter into effect on 17/05/2022.

### **20 Severability Clause**

If any provision of these General Terms and Conditions should be invalid, that shall not affect the validity of the remaining terms and conditions.

Cologne, 17 May 2022