

**GTC of Hannover Veranstaltungen GmbH for the purchase of admission tickets for the International Fireworks Competition in Hanover Herrenhausen from the online shop with the URL <http://www.cp0968.miovent.de/Feuerwerk2020>**

**1. | Scope of application**

1.1 The following General Terms and Conditions (hereinafter also referred to as GTC) are applicable to the ordering of admission tickets (hereinafter referred to as Tickets) to events in connection with the International Fireworks Competition in Hanover Herrenhausen from the issuer of the Tickets and the organiser of the International Fireworks Competition in Hanover Herrenhausen, i.e. Hannover Veranstaltungen GmbH, Vahrenwalder Str. 7, 30165 Hannover (hereinafter referred to as the Organiser) on the online shop on the website with the URL <http://www.cp0968.miovent.de/Feuerwerk2020>. The GTC as amended on the date of conclusion of the contract shall be applicable. In addition to these GTC, the house rules and the general terms and conditions as amended of the operator of the venue of the respective fireworks competition, which can be inspected at the premises of the operator of the event venue, shall also be applicable; the house rules and general terms and conditions of the operator of the venue might also be shown on the Tickets or sent by email, possibly only in excerpts. The terms and conditions of the customer shall not be applicable to the business relationship between the customer and the Organiser, unless the Organiser has explicitly granted its consent to the applicability thereof.

1.2 In the context of these GTC, both consumers and businesspersons shall be deemed customers. Minors are not permitted to order tickets from the online shop mentioned in item 1.1.

1.3 Consumers are defined in terms of these GTC pursuant to Section 13 of the German Civil Code (BGB) as natural persons, who conclude a legal transaction with the Organiser for a purpose that can be attributed to neither their commercial nor self-employed professional occupation.

1.4 Businesspersons are defined in terms of these GTC pursuant to Section 14 of the German Civil Code (BGB) as natural or legal persons or partnerships with legal capacity, who, in concluding a legal transaction with the Organiser, are acting in performance of their commercial or self-employed professional occupation. A partnership with legal capacity is defined as a partnership that has the capacity to acquire rights and enter into liabilities. A customer, who constitutes a public special fund, shall also be deemed a businessperson in this sense.

**2. | Contractual partners, contract conclusion, official language of the contract**

2.1 The contractual partner of the customer is the Organiser with the following particulars:  
Hannover Veranstaltungen GmbH, Vahrenwalder Str. 7, 30165 Hannover

*Geschäftsführer: Hans Christian Nolte*

*Sitz der Gesellschaft: Hannover*

*Registergericht: Amtsgericht Hannover*

*Handelsregisternummer: HRB 206826*

## 2.2 Purchasing via the miovent AG online shop

The presentation of items in the miovent AG online shop does not amount to a binding offer to customers; instead, it invites the customer to submit an offer to conclude a purchase agreement. When using the online shop, the customer may order tickets from the range of the miovent AG online shop by clicking on "Quantity". By clicking "Next", the customer can fill in the details for the recipient of the invoice. After entering all the details, the customer can edit the selection by clicking "Back". By clicking "Next", the customer can personalise the ticket. After entering the first names and surnames of the participating persons, the customer will be able to view a summary of the order after clicking "Next". In the summary, the customer can review the information entered for the recipient of the invoice and can make any necessary corrections by clicking "Edit". Furthermore, the customer can see an overview of all items and can remove existing items or add new ones by clicking "Edit". After ticking the boxes next to "I have taken note of the General Terms and Conditions of Use and Business" and "I have taken note of the Privacy Policy" (the so-called "opt-in"), the customer can proceed to the payment page by clicking "Next". Here, the customer can select a payment method. After clicking "Place a binding order", the customer can enter the relevant payment information. The above order process has been initiated but not yet completed, and can thus be terminated by the customer by clicking "Cancel" or by closing the internet browser/screen of the internet browser as such. The customer's order only becomes a final and binding purchase agreement with the event organiser after clicking "Pay now". The invoice then emailed to the customer does not represent a final and binding purchase agreement with the event organiser. The purchase agreement is only concluded when the event organiser sends a separate delivery confirmation or dispatches the tickets to the customer; if prepayment has been agreed as the payment term during the order process, the purchase agreement is only concluded when the customer has paid all components of the price and the event organiser has confirmed receipt of the payment. Any confirmations from the event organiser regarding the receipt of an order, acceptance of an order, receipt of payments, invoices and shipping can be printed out by the customer via the print function of the customer's email program. If the customer orders the ticket(s) as "e-tickets", following receipt of payment the customer will receive the ticket(s) by email to the email address indicated by the customer and as a pdf file which can be printed out ("print@home").

2.3 The sale of Tickets is subject to availability and the respective event is not sold out. Special offer prices are limited in time to the specified period.

2.4 The official language of the contract is German.

### **3. | Limitation of number of Tickets, personalisation of Tickets**

3.1 The sale of Tickets to customers from the Organiser's online shop is limited to the quantities stated there per person and/or company as customer.

3.2 Tickets may also be sold in personalised form to avoid unfair commercial resale/transfer of tickets for which the customer does not have the Organiser's authorisation and/or to avoid that quantities are exceeded by making multiple purchases. In this case, the customer shall truthfully state at least the name and own email address of each of the admittees. These Tickets only authorise admission for the person stated on the Ticket after the respective access controls have been performed and the personalised Ticket has been compared by the door supervisor with an official identification document that the admittee must carry with him or her. It is possible to change the name of the admittee on personalised Tickets at the customer's request, if the customer so requests from the Organiser no later than three business day before the event date and provides the required data for the new admittee. The organizer stands for re-personalization a fee of € 2.00 per ticket. The customer shall also assure with respect to the provision of all the data that the customer provided to the Organiser in connection with the purchase of personalised Tickets for any third parties stated therein as admittees that such third party agrees that his or her data is passed on during the order transaction and that the data on the Ticket is compared with his or her identification document at the venue so that the door personnel can verify the identity.

### **4. | Prices, price components, due date, payment methods**

4.1 All the Ticket prices shown on the online shop that might exceed the prices printed on the Tickets are denominated in euro and incl. shipping cost, as shown.

4.2 The price valid and shown at the time the order is placed shall be applicable to the customer.

4.3 The customer shall receive the invoice from the Organiser together with or after the order acceptance or shipping confirmation or when or after the Ticket or Tickets is or are shipped. The invoice amount is due immediately upon delivery of the invoice and shall be transferred in full to the account that is specified on the invoice by the date specified on the invoice if the agreed payment method is "Pre-payment" or "Payment upon receipt of invoice". If the agreed payment method is "Pre-payment", the ordered Ticket or Tickets will not be shipped to the customer until payment has been received in full on the account specified on the invoice. Payment per PayPal, Sofortüberweisung or credit card, direct debit or cash on delivery is also possible, unless otherwise specified in the order transaction.

### **5. | Delivery, delivery area, partial deliveries, inability to deliver or perform, default in taking delivery**

5.1 In the event that the agreed payment method is either pre-payment, bank transfer, PayPal, credit card or direct debit, the Organiser shall deliver the Tickets without undue delay after receipt of the payment, otherwise without undue delay after delivery of the order confirmation.

5.2 The Organiser delivers within the European Union and ships from Germany, unless another delivery area was agreed with the customer upon conclusion of the contract. Delivery is made via DHL/Deutsche Post, whatever the Organiser chooses.

5.3 The Organiser shall be entitled to make partial deliveries whenever a contract was concluded for the delivery of several Tickets, also for several different events or dates if applicable and if it is possible and reasonable for the customer under the circumstances that were discernible upon contract conclusion to use the Tickets separately in accordance with the purpose for which they are intended.

5.4 Force majeure, war, terrorism, suspected terrorism, riot, strike, lockout, interruption of raw material and energy supply or other events that the Organiser cannot avert despite exercising reasonable care and that prevent HMTG from performing release the Organiser from the obligation to deliver and to perform for the duration of the respective disruptive event.

5.5 In the event that the customer provides incorrect or incomplete address information or if the Ticket or the Tickets cannot be delivered for other reasons for which the customer is responsible, the customer is deemed to be in default in taking delivery as soon as the transport company has unsuccessfully tried to deliver. Consequently, the customer is still obliged to pay the purchase price if the Ticket or Tickets is or are damaged or lost for reasons that were not caused by intent or gross negligence on the part of the Organiser, while the Organiser is no longer obliged to render the agreed performance. Furthermore, the customer must reimburse the Organiser for costs that were caused by the default in taking delivery and for safekeeping the Ticket or Tickets. The other rights of the Organiser, in particular the right to rescind the purchase contract, shall remain unaffected thereby.

## **6. | Shipping method**

**The Organiser is entitled to chose the shipping method, unless a specific shipping method was agreed with the customer upon conclusion of the contract; e-tickets are sent via email and as a PDF file.**

## **7. | Admission authorisation per ticket**

Each individual Ticket purchased by the customer, including e-tickets, authorises only one person to be admitted to the event and does not authorise use by several persons and may not be reproduced by the customer; if the admittee leaves the event before it ends or after the ticket has been invalidated and the person admitted, the Ticket is no longer valid and the Organiser might prohibit the person from entering the venue again.

## **8. | No right of withdrawal for event Tickets**

The right of withdrawal which consumers are generally entitled to when they conclude distance selling contracts, is, pursuant to Section 312g (2) Sentence 1 No. 9 of the German Civil Code (BGB), not applicable to services offered in the field of leisure activities if the contract provides that such services are rendered on a certain date or within a certain period. Due to the aforementioned statutory provision, the customer therefore has no right of withdrawal with regard to the Tickets for the Organiser's event purchased on the website with the URL <http://www.cp0968.miovent.de/Feuerwerk2020> that form the subject matter of these GTC.

## **9. | Reimbursement of Ticket purchase prices, returning Tickets, cancellation and change of date of event**

9.1 In the event that Tickets are lost after they have been shipped and were in the possession of the customer, the Organiser shall not reimburse the customer for the respective Ticket purchase price and/or other price components.

9.2 In the event that the date of an event is changed or the event is cancelled, the customers may return the Tickets that were purchased from the Organiser on the online shop for the respective event to the Organiser, who will reimburse the Ticket purchase price and the other price components. If in the event that the date of the event is changed, the customer does not wish to use the issued Ticket or the issued Tickets for an event date other than the date stated on the Ticket and the new date of which he or she was informed by the Organiser and if the customer instead wishes to be reimbursed for the respective price as described above, the customer shall claim such reimbursement from the Organiser no later than one day before the new date of the event, unless he or she was not able or could not be reasonably expected to do so for reasons for which he or she is not responsible.

9.3 The customer's statutory rights to rescind or claim compensation shall remain unaffected thereby. The assertion of compensation of damage and reimbursement claims is subject to the reservations stated in item 13 of these GTC.

## **10. | Prohibition of commercial use, contractual penalty**

10.1 Commercial resale of Tickets purchased from the Organiser shall be prohibited without exceptions. In the event of any resale in violation of the above provision, the Organiser shall be entitled to cancel the validity of the Tickets purchased from the Organiser, at the same time cancelling the authorisation to be admitted, meaning the Organiser may refuse admission to the event.

10.2 Black market business not only damages the reputation of the Organiser, but also damages our honest customers that are only interested in the event itself rather than the commercial resale of Tickets in terms of both their cultural interests and, if applicable, financially. Therefore, it is also prohibited for reasons of fairness for customers to sell Tickets in the vicinity of the venue with the purpose of generating a profit; if this prohibition is violated and the Organiser therefore suspects black market dealings, the Organiser shall be likewise entitled to invalidate the Tickets thus offered for resale.

10.3 The customer is also prohibited from offering Tickets for own marketing purposes, via raffles, sweepstakes, prize competitions or as bonus or promotional gift to third parties or as part of hospitality or travel packages without the Organiser's prior written

consent. In the event that one of the above prohibitions is violated, the Organiser shall be likewise entitled to invalidate the Tickets thus offered.

10.4 In the event that the customer violates one of the prohibitions stated in items 10.1, 10.2 or 10.3 of these GTC, the Organiser shall be entitled to demand a contractual penalty from the customer, the amount of which can be determined by the Organiser at its own discretion and shall be reviewed by the competent court in case of dispute.

## **11. | Warranty and notice of defects**

11.1 The statutory warranty provisions shall apply, which shall be limited as follows if the customer is not acting in the capacity of a consumer when ordering.

11.2 If the purchase is a commercial transaction for both parties, the customer must examine the Ticket/Tickets without undue delay after receipt as far as this is feasible in the usual course of business and must notify **the Organiser** without undue delay if a defect is apparent. If the customer fails to make this notice, the goods are deemed accepted, unless the goods have a defect that was not discernible at the examination. Otherwise, the Sections 377 et seqq. of the German Commercial Code (HGB) shall apply.

## **12. | Photo, audio and video recordings for press and public relations purposes and Organiser's advertising purposes**

12.1 The customer gives his or her irrevocable consent that, as far as legally admissible, photographs, audio and video recordings made by the Organiser or a service provider commissioned by the Organiser for this purpose and that show the customer as part of the audience or where the voice of the customer or an interview with the customer can be heard, may be published on the internet on the websites with the URLs <http://www.hannover.de> and <http://www.visit-hannover.com> and in any print media that is published by or on behalf of the Organiser for press and/or advertising purposes, without the customer being entitled to remuneration in this respect. The Organiser is not obliged to publish the aforementioned photographs and/or recordings.

12.2 The customer is prohibited from making unauthorised use of photo, audio and/or video recording devices at the respective event without the Organiser's prior written consent.

## **13. | Organiser's liability**

13.1 The Organiser is, in principle, only liable in cases of intent and gross negligence. Otherwise, the Organiser shall only be liable for violation of duties based on merely ordinary negligence, if this has caused injury to life, limb or health, and further in cases where mandatory statutory liability applies, in particular if the Organiser issued a guarantee or where claims under product liability law are concerned or where a defect was fraudulently concealed. The Organiser shall also be liable for negligent violation of duties, the fulfilment of which is essential to implementing the contract, the violation of which endangers reaching the purpose of the contract and on the observance of which the contracting parties may regularly rely. In the latter case, however, the Organiser shall not be liable for any unforeseeable damage or damage that is not usual for this type of

contract. The Organiser shall not be liable in any other case of negligent violation of duties. The aforementioned limitations of liability shall also apply in favour of the Organiser's vicarious agents, employees and legal representatives. The aforementioned limitations of liability do not entail a change in the burden of proof to the detriment of the customer. The customer's right to claim compensation for fruitless efforts in place of compensation of damages instead of the performance shall remain unaffected by the above provisions.

13.2 As per the current state of technology, faultless transmission and/or permanent availability of data communication via the internet cannot be guaranteed. Therefore, the Organiser shall not be liable to this extent for the permanent and uninterrupted availability of the internet shop with the URL <http://www.cp0968.miovent.de/Feuerwerk2020>.

## 14. | Retention of title

All the Tickets remain the property of the Organiser until the customer has paid the agreed total price to the Organiser in full; until such time, the Tickets do not authorise the Ticket holder to be admitted to the event as per the respective contract.

## 15. | Loss of tickets

If tickets are lost (hard tickets or print @ home tickets), there is no entitlement to substitute tickets.

## 16. | Data protection provisions

### 16.1 Collection and processing of data

We refer to the data privacy statement of Hannover Veranstaltungen GmbH, available at <https://www.hannover.de/Tourismus/Besucher-Service/Datenschutz>

16.2 The stored personal data is deleted when the website user and/or customer revokes his or her consent to such storage, if the data is no longer needed to fulfil the purpose for which it was stored or if the storage is inadmissible for any other legal reason. Data needed for invoicing and accounting is not affected by such a request to delete data.

### 16.3 Right to demand information

On written request with an attached copy of the identity card of the user of the website on the URL <http://www.hannover-tourismus.de> and/or of the customer and/or of the admittee as stated on the personalised tickets, the Organiser shall inform such person of the personal data that is used in accordance with the statutory provisions as per Section 34 of the Federal Data Protection Act (BDSG). The written request shall be addressed to the address of the miovent AG (Pelikanplatz 7-9, 30177 Hannover

### 16.4 Safety notice in the event of email usage

The Organiser **cannot guarantee full data security when email is used as means of communication**; the Organiser **therefore recommends that its customers send confidential information by post.**

## **17. | Final provisions**

17.1 Only the laws of the Federal Republic of Germany are applicable. The United Nations Convention on Contracts for the International Sale of Goods is excluded. If the customer is a consumer, the mandatory provisions of the state where that customer has his or her usual abode remain unaffected thereby.

17.2 If the customer is a businessperson, a legal person under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes under the contractual relationship between the customer and the Organiser shall be the registered office of the Organiser.

17.3 The remaining provisions of the contract shall not be affected in the event that individual provisions of this contract are invalid or conflict with legal provisions. The invalid provision shall be replaced in mutual agreement by the contractual parties with a legally valid provision that is as close as possible to the commercial intention and purpose of the invalid provision. The above provision shall apply correspondingly to loopholes. The German version of these GTC shall prevail.

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