

Standard Terms and Conditions for Hosted Buyers participating at virtual and in person events

Preamble

The German National Tourist Board (GNTB) is Germany's national tourism organisation. It works on behalf of The Federal Ministry for Economic Affairs and Climate Action (BMWK) to represent Germany as a tourist destination and is funded by the Ministry in accordance with a resolution taken by the German Bundestag. Working closely with the German travel industry and private-sector partners and trade associations, the GNTB develops strategies and marketing campaigns to promote Germany's positive image abroad as a tourist destination and to encourage tourists to visit the country.

1. Scope

These Conditions of Participation apply to hosted buyers intending to participate in a GNTB event.

2. Conclusion of the contract

(1) Invitation for participation will be sent to tour operators or travel agents who can provide evidence of bookings for travel to Germany or who intend to include Germany travel products in their range. Only one representative from a company should attend. Any exception must be proofed in consultation with the competent foreign representative office, the foreign sales and marketing agency or the GNTB Frankfurt respectively.

(2) Participants must register in writing through the GNTB registration process. The registration is binding and the participant accepts the eligibility requirements of the event. The prices stated on the forms do apply.

(3) Once registered the hosted buyers will receive a written confirmation of participation from the GNTB together with an invoice if costs accrue from the event. However, the buyer will not be entitled to attend the event until the invoice is balanced.

(4) The number of buyers may be restricted on objectively justified reason in particular if there is a shortage of capacity. GNTB may exclude individual buyers from attending. The GNTB has the right to cancel events if the required minimum of participants is not acquired.

(5) At events where costs accrue the prompt payment of the participation fee shall be a condition of participation. Payment is only possible by credit card. The period allowed for payment will be as indicated on the invoice issued to the buyer. In the case of a delay of payment the GNTB may charge interest at the rate of 5% above the base rate.

(6) Any notification of cancellation must be in writing. If the buyer cancels his attendance after the issued deadline, the full participation fee will be payable as fixed-sum compensation.

(7) The GNTB is entitled to withdraw from the contract if:

- payment in full of the participant's fee has not been received in full by the date specified on in the invoice and the buyer fails to pay before expiry of any extension period allowed, or
- the buyer breaches house rules and does not desist even after having been advised to do so, or
- the buyer no longer satisfies the conditions for admission, or
- the GNTB subsequently becomes aware of facts, if known in time, would have justified a refusal of admission. This applies in particular to the initiation of insolvency proceedings or in the case of insolvency of the buyer or his/her company. The buyer is required to inform the GNTB without undue delay if such a situation arises.

Exercising the right to withdraw does not preclude the right to claim damages.

3. Liability and Insurance

Any no-fault liability on the part of GNTB for initial defects displayed by the rented item (guarantee) is hereby excluded. The GNTB shall however be liable for damage resulting from intention, gross negligence or culpable breach of essential contractual duties whereby liability shall be limited to the usual and typically foreseeable loss. Any more far-reaching liability is explicitly excluded. The liability of the participant shall be governed by the generally applicable provision. Buyers are recommended to obtain an additional insurance such as travel insurance to protect against possible risks.

4. Official permits, statutory provisions and technical regulations

The buyer shall be solely responsible for obtaining any necessary official approval or consent. The buyer is obliged to comply with the applicable trading, health, safety and police regulations, as well as other statutory provisions. This applies in particular to entry and customs regulations.

5. Audio-visual recordings

The GNTB is entitled to have photographs as well as film and video recordings made at all kinds of events and activities to be used for promotional activities and media publications, without requiring the additional permission of the persons included in such recordings. This also applies to photographs and films taken by the media or television with the permission of the GNTB.

6. Use of data provided by buyers

The buyer agrees that data provided concerning the company or persons for the purpose of the event may be released, inter alia as part of an entry in the event hub or event publications.

GNTB will inform about the storage of any personal data separately in compliance with the General Data Protection Regulation. The information will not be passed on to third parties.

On in person events an additional consent form has to be signed allowing the collation and use of movement data.

7. Force majeure

(1) If the GNTB prevented from holding the event for reasons outside the control of the buyer, the obligation to pay the participation fee shall lapse. However, if the GNTB has carried out work on behalf of a buyer in connection with the event, it may retain the costs incurred from the amount of refund.

(2) If the GNTB is in a position to hold the event to a later time it must notify the buyer immediately. Within one week of receiving this notification, the buyer must decide whether to attend the postponed event. Should they decline, the obligation to pay the participation fee shall lapse.

(3) If an event that has already begun has to be shortened or cancelled as a result of force majeure, the buyer not be entitled to claim a refund or reduction of the participation fee. The same applies if the event or parts of the event can not be realized as planned due to force majeure.

(4) Availability of the virtual event: The participant in a virtual event acknowledges that 100% availability of the platform cannot be technically guaranteed. However, the GNTB endeavors to keep the platform available as constantly as possible. In particular, maintenance, security or capacity issues as well as events that are not within the organizer's control (e.g. disruptions to public communication networks, power failures, etc.), as well as software and hardware errors, in particular the software, hardware and IT infrastructure of the event Users can lead to short-term disruptions or the temporary suspension of services on the platform. A general entitlement of the user to the availability of the digital platform does not exist for free virtual events.

8. House rules

The buyers shall be subject to the house rules of the organizer and, if applicable, the party from whom the premises are leased throughout the whole event and at all venues.

9. Virtual Content

(1) Design, specification of the virtual event content: Insofar as the provider/event participant uses their own graphics, logos or other content for a virtual exhibition, they can design them themselves or through their own agency. This requires approval by the GNTB.

(2) One month after the end of the virtual event, the GNTB will irrevocably delete the content, with the exception of the entry in the exhibitor directory, which will remain available until the next event, and selected live content, which will continue to be accessible.

(3) The GNTB can integrate a chat function into the virtual event, which makes it necessary for the provider to create a user account with a chat service selected by the GNTB and to provide the GNTB with the necessary identification details to link the chat account.



10. Legal requirements for the virtual content of the provider/event participant

The provider/event participant guarantees that the virtual content made available by him and the linked target page(s) neither violate applicable law nor impair or violate the rights of third parties of any kind. The GNTB is entitled to remove illegal content from the digital platform without prior notice.

The provider/event participant is demanded to check the virtual event content immediately after each change by the GNTB to ensure that the presentation is correct and report any errors via e-mail within three working days. After this period has expired, the virtual content is considered accepted.

11. Advertising

Advertising is only permitted within the booth rented or the virtual presentation booked by the provider/event participant for the company's own account and only for the exhibits manufactured or sold by the company. The distribution of third-party advertising material is not permitted and requires additional approval.

12. Permission requirements

Loudspeaker advertising, music or film presentations require a written agreement with the GNTB. This also applies to the use of other devices or facilities that are intended to achieve an increased advertising effect in a visual and acoustic manner. Necessary registrations or fees for third parties shall be borne by the provider/event participant. Extraneous advertising, e.g. by political parties, is not permitted.

13. Image and sound recordings

The GNTB is entitled to have photographs, drawings, film and video recordings of events, exhibition structures, booths, the exhibits made and to use them for advertising and press releases without additional consent.

Insofar as events are held virtually, this also applies to the recording and storage of the corresponding session. Before the start of the recording, reference is made to the recording.

14. House rules, environmental protection

(1) The domiciliary rights of the organizer and/or the operator of the event location apply at all event locations for the entire duration of the event.

(2) The exhibitor is obliged to behave in an environmentally friendly manner. Remaining advertising material must be removed at your own expense after the end of the event.

15. Miscellaneous

(1) Any amendments and side agreements must be in writing.



(2) With the online registration, the buyer acknowledges and accepts the general conditions of participation.

(3) Should any one or more provisions of these terms of participation be or be-come legally ineffective in whole or in part or in the case that they contain any omissions this shall not affect the validity of the remaining provisions. Invalid or omitted provisions shall be replaced by the relevant statutory provisions.

(4) These terms shall be guided by the laws of the Federal Republic of Germany. Place of Jurisdiction shall be Frankfurt/Main.