General terms and conditions

The following pages set out the general terms and conditions ("Terms and Conditions") of IFA Management GmbH, Charlottenstr. 4, 10969 Berlin ("IFAM" or "we" / "us"). Further additional information and details about its incorporation and its legal representatives are set out in the section "Legal Notice". The term "User" as used hereunder refers to all visitors of our events and IFAM-websites (in particular www.ifa-berlin.com). These Terms and Conditions are the basis for the visit of our events as well as the use of our IFAM-websites and offers. You can also access, print, download and/or save these Terms and Conditions at any time through the following link: Terms and Conditions.

Users of IFAM-websites and our offers and visitors of our events are subject to these Terms and Conditions, our data protection regulations (www.ifa-berlin.com/privacy-policy), and any and all other terms and regulations applicable to our IFAM-websites, offers and events. If you continue to browse our IFAM-websites, or register through our IFAM-websites, or use our IFAM-websites and offers in any other form, or visit our events, you expressly accept and agree to these Terms and Conditions. Counter-notifications by Users are not accepted and hereby declared invalid. Divergences from these Terms and Conditions are effective only if such divergences have been confirmed by IFAM in writing.

In the context of the payment transactions via our online ticket shop (https://www.ifa-berlin.com/de/tickets), additional general terms and conditions and/or data protection provisions of SEE GROUP LIMITED, 2nd Floor, Norfolk House, 47 Upper Parliament Street, Nottingham, NG1 2AB (www.seetickets.com/) may also apply between the User and SEE GROUP LIMITED (hereinafter referred to as "SEE GROUP"). We do not accept any liability for the accuracy, completeness, applicability and/or timeliness of such additional terms and conditions and/or data protection provisions of SEE GROUP.

WE KINDLY ASK THAT YOU READ THESE TERMS AND CONDITIONS AND OUR DATA PROTECTION REGULATIONS CAREFULLY. IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS OR TO OUR DATA PROTECTION REGULATIONS, YOU SHOULD NOT VISIT OUR EVENTS AND ACCESS OR USE OUR WEBSITES. BY REGISTERING FOR AN IFAM-EVENT OR ACCESSING THE IFAM-WEBSITES, THE USER FULLY AGREES TO THESE TERMS AND CONDITIONS AND ACCEPTS THEM IN THEIR CURRENT VERSION.

Scope of the Terms and Conditions

The Terms and Conditions apply to our IFAM-websites, offers and registrations for our trade fairs and other events. In this respect, the websites and offers of IFAM must not be used for purposes that are contrary to the law or other regulations, or which would breach these Terms and Conditions. In particular, the IFAM-websites and the associated networks must not be damaged, deactivated, overloaded or otherwise adversely affected.

Please note: The IFAM-websites do not constitute a solicitation to buy or sell any investment. No information contained in the IFAM-websites or provided at any IFAM event should be deemed to constitute the provision of financial, investment or other professional advice in any way.

In any case, the User is responsible for his own internet costs associated with the use of the IFAM-websites, including any costs for a mobile phone provider in the case of mobile use. Furthermore, the User has no claims or demands whatsoever for a permanent, let alone consistently smooth availability of the IFAM-websites and his registered account, in particular under certain circumstances and for reasons not attributable to us, technical malfunctions, loading times, server failures or maintenance work (etc.) may occur to the usual and reasonable extent.

Registration for Events

Registration for events of IFAM is subject to the respective accreditation criteria which may be set out by IFAM from time to time. In the course of the registration process and after validation of the User's access authorization as a consumer or as a trade visitor, media representative, or as otherwise in fulfilment of our respective accreditation criteria, IFAM will send an online ticket by e-mail to the User which, in combination with proof of his valid ID, will enable the User to access the respective event. The User agrees to notify IFAM of any changes to his personal circumstances with respect to any information or representation made in the course of registering and to provide IFAM with any changes to this information as IFAM may reasonably require.

Details (including scope of service) and prices of ticket registrations can be seen on the relevant IFAM-websites, in particular https://www.ifa-berlin.com/de/tickets, and may vary depending on the ticket category (trade visitor or consumer). Users are obliged to give correct and complete personal and – as applicable – company affiliation details as required for the registration. The transfer or circulation of tickets to third-parties is expressly prohibited except for the transfer option which may be provided by us via the IFAM-websites.

Please note: In particular (but not only) for the purpose of protecting the exhibitors from industry espionage IFAM reserves the right at all times (i.e. at any point between registration and the end of the respective IFAM-event) to request appropriate proof to confirm the identity and other registration details of Users as well as to correct inaccurate entries. IFAM furthermore reserves the right to expel a User from a IFAM-event (i) if such User is unable or unwilling to provide the requested proof and (ii) if IFAM reasonably suspects the User to conduct - or to intend to conduct - industry espionage at a IFAM-event. If IFAM expels a User in accordance with the foregoing sentence before the start of the respective IFAM-event, the User will be refunded the already paid ticket fees subject to deduction of an administration fee of 200,00 EUR. IFAM reserves the right to ban any such expelled User from participating at any future IFAM-events.

Online-Ticketing

Trade visitors (trade and business professionals) as well as consumers can order tickets for IFAM events online. Trade visitors are entrepreneurs in terms of § 14 BGB (German Civil Code), meaning individuals, entities or partnerships capable of holding rights acting on conclusion of the agreement in exercising their commercial or independent professional activity. By placing an order as trade visitor, the buyer explicitly guarantees that he/she does so as an entrepreneur in terms of § 14 BGB. A consumer within the meaning of § 13 BGB (German Civil Code) is any natural person conducting business which predominantly serves neither their commercial nor self-employed activities and who have reached the minimum age of 14 (whereby persons limited in their legal business capacity, in particular persons under 18 years of age, require the consent of their legal representative according to § 107 BGB, unless there is a case of § 110 BGB).

The presentation of our tickets for sale does not in itself constitute a legally binding contractual offer within the meaning of §§ 145 et seq. BGB, but is to be understood as a virtual showroom for the goods and services we offer. Users can add trade fair tickets to the shopping cart without obligation and further adjust, add to or cancel their purchase at any time before sending the order. Users only place a legally binding order in the sense of a contractual offer for the tickets in the shopping cart at the prices (and, if applicable, fees) specified by us by clicking on the order button. Users will then receive a confirmation of receipt of the order via email.

Offers for prices and tickets are always subject to change. The ticket prices contain the respectively valid legal value added tax. In case of ordering via credit card or Paypal the payment of online-tickets is carried out by external service providers. Returns or refunds of tickets are generally excluded, except for the application of those consumer's rights which are mandatory under German law.

Only in case an event gets cancelled, the nominal value of the ticket gets refunded. Tickets for events by IFAM may not be resold (where there has been any resale or attempted resale of any tickets for commercial gain, IFAM reserves the right to cancel the relevant tickets with immediate effect and without refund) or otherwise transferred without IFAM's authorization.

Users can choose from the following payment methods:

- VISA, Mastercard, Maestro
- PayPal
- Sofort-Transfer (Klarna)
- iDEAL

After receipt of the order, an email containing an order confirmation as well as an invoice will be sent to the customer. All invoices will be sent as PDF-file and generally count as an order confirmation in the absence of a seperate confirmation of the order. By placing the order, the User buying an online-ticket declares his consent with the invoicing and shipment by electronic means. There is no entitlement to hard copy invoices. IFAM holds no liability for invoices and input tax deductions not being acknowledged by the tax authorities unless IFAM is responsible for such nonrecognition. Furthermore IFAM holds no liability for failure and/or damage arising from incorrect involvement by or insufficient technical equipment of the invoice recipient in conjunction with the invoices sent to him electronically. Express reference is made to the duty of preservation and storage of the electronically received documents for entrepreneurs subject to the respective general tax code, Value Added Tax Act, the generally accepted principles of computerised accounting systems (GoBS) and the principles of data access and verifiability of digital documents (GDPdU). Therefore all emails from IFAM containing invoices as attached PDF-files must always be carefully stored and digitally archived.

If the User is unable to attend the respective IFAM-event, he is permitted to transfer his ticket to a third party by using the link that is provided in the ticket confirmation email. Unused tickets or other trade show passes will be forfeited and are not transferable to another IFAM-event.

Otherwise – except for consumers' withdrawal rights – cancellations are not possible, and tickets are non-refundable. Also, if a ticket is cancelled due to malpractice or misuse of discounts (e.g. if a User is found using a discount code that was not provided for the code's intended use) no refund will be issued.

Tickets and add-ons are subject to individual promotions and cannot be combined or redeemed against one another. Also, discount codes cannot be redeemed onsite at the event. Any discount provided for these add-ons will not be applicable after a purchase transaction has been completed. Discounts must be applied before purchase confirmation when selecting available products. Discount codes cannot be combined with any other offers or credit received from a previous IFAM-event. Any credit issued must be used by the original recipient and cannot be transferred. Discounts cannot be retroactively applied to a completed ticket purchase.

Tickets distributed as part of a sponsorship package are applicable exclusively to the contracted company. Complimentary tickets will only be valid for said company unless otherwise specified by a member of IFAM.

IFAM-events

The contents of the IFAM-events, event information and speakers listed on the IFAM-websites are only of preliminary nature and therefore subject to further changes and amendments by IFAM without notification to the User.

On arrival at the respective IFAM-event (e.g. trade fair), the User's ticket will be scanned for entry at the main entrance to the event. Such scan of the ticket is for analytical and health and safety purposes only.

Solicitation of business or distribution of materials at IFAM-events by non-exhibitors is strictly prohibited. Violators will be immediately removed from the respective event.

Any User found to be registering to attend an IFAM-event using false information or credentials or deliberately withholding information will have their application automatically denied and may be liable to prosecution.

Closed Circuit Television Cameras (CCTV) may be in operation at all times during IFAM-events. IFAM reserves the right to deliver the CCTV videotapes to the police or other competent authority as evidence if requested to do so. The contents of such videotape may be used as evidence in a court of law.

IFAM reserve the rights to film/photograph or to permit approved third-party filming/photographing across and throughout the event. The User is aware of and accepts such conduct including the possibility of the User being filmed and/or photographed during the IFAM-event by IFAM and/or such third parties, and the User grants to IFAM and/or such third parties the right to use and exploit any such audio-visual/visual materials for the purpose of promotion (e.g. exposés, trade show reports, etc.), including the reproduction, distribution, making available to the public, performance, broadcast, transmission, re-transmission, playback, editing and rearrangement by means of any and all digital and physical media, channels (e.g. social media) and formats (e.g. PDF, JPEG, interactive graphics, visual or audio-visual file formats, etc.) including (but not limited to) websites and platforms of all kinds, both for stationary and mobile devices.

The User agrees to comply with the additional regulations by the respective event venue operator (e.g. Messe Berlin, Messedamm 22, 14055 Berlin) which may be put up for acknowledgement on site. Any attendees under the age of 18 years, including children of the exhibitors, shall be accompanied by an adult at all times. Canvassing is not permitted. Bringing animals to the trade show venue is in general forbidden (except for assistance dogs). In any event leash and muzzle are mandatory for bringing along dogs. Furthermore the regulations of the Berliner Hundegesetz ("Berlin Dog Law") apply. Furthermore, IFAM and/or the venue operator can at their sole discretion deviate from such policy in certain cases or for certain events and in particular make such exception subject to the fulfilment of certain conditions.

IFAM reserves the right to exclude or remove anyone from IFAM-events and the respective venue who does not comply with these Terms and Conditions and/or the venue operator's additional on-site regulations or who they reasonably consider are likely to break the rules.

Information

By registering for IFAM-events the User expressly consents as follows to being contacted by IFAM in a variety of ways (including but not limited via mail, fax, telephone, social networks, email and electronic newsletters) in order to inform the User from time to time about important or interesting topics in connection with IFAM and associated companies, exhibitors and selected partners.

Newsletters

Subject to your express consent, we will send you our newsletter on a regular basis. To obtain your consent we use the so-called double opt-in method, meaning that we will only send you our newsletters if you have confirmed your consent by clicking on the respective link in an email which we will send you for these purposes. In the event that you no longer wish to receive our newsletters you can object at any time by using the deregistration link embedded in any of our newsletters or your customer account. Alternatively you can deregister by sending us any kind of text message e.g. via mail, fax, email to any of our following contact addresses:

Mail to: IFA Management GmbH, Charlottenstr. 4, 10969 Berlin

Email to: support@ifa-management.com

Disclaimer of liability

All IFAM-websites and -offers are non-binding and can be subject to change. Any information on our websites is subject to permanent alterations and is routinely examined for actuality. IFAM does not assume, however, any warranty as to correctness, completeness, accuracy and actuality of such information and details. IFAM expressly reserves the right to change or delete its websites and offers in whole or in part, or temporarily or permanently discontinue the websites without any prior announcement. If an advertised event of IFAM has to be cancelled or cannot take place, we will inform registered Users in due course provided that they have not expressly and separately objected to receiving notifications and newsletters from IFAM. In no event, however, will IFAM be liable for costs and expenses incurred by the Users because an event is cancelled or cannot take place.

Incidentally, we are not liable for damages caused by force majeure, war, terrorist or natural disasters or other events for which we are not responsible (e.g. strikes, lockouts, power outages, traffic disruptions, pandemics, public sector orders, etc.). In addition, we are only liable in the event of a breach of any guarantee or material contractual obligation (the fulfilment of which is necessary for the proper execution of the contract and on the observance of which the User regularly relies or may rely) and within the framework of mandatory statutory regulations (e.g. German Product Liability Act). Furthermore, our liability is limited to intent and gross negligence as well as to damages based on injury to life, body or health. In the event of a breach of essential contractual obligations due to slight negligence on our part, the liability is limited to the amount of the damage foreseeable at the time of conclusion of the contract (i.e. the occurrence of which can typically be expected). Insofar as our liability is excluded or limited, this also applies to our employees, freelancers, representatives, vicarious agents and assistances.

In the case of an unexpected incident act of god event, and/or force majeure IFAM reserves the right to make changes to the dates and times of all parts of the IFAM-event, to re-schedule, or to cancel the event. If the event is rescheduled, the User's ticket will be transferred over to the rescheduled dates and if an event is cancelled the User's ticket shall be transferred to the following year's event. IFAM is not responsible for any expenditure, loss or damage of any kind incurred as a result of any re-schedule, substitution, alteration, cancellation or postponement of an IFAM-event.

The User is solely responsible for arranging appropriate insurance cover in connection with his attendance at the IFAM-event.

IFA and content and software associated therewith, or any other features or functionalities associated with the event are provided "as is" and "as available" with all faults and without warranty of any kind beyond the statutory mandatory regulations. IFAM is not responsible for any problems or technical malfunction of any network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or redemption to be received by IFAM on account of technical problems or traffic congestion online or on the internet or at any web site, or any combination thereof including any injury or damage to customer's or any other person's computer related to or resulting from downloading or streaming any materials consistent with this agreement or subsequent use of any IFAM owned web properties.

Intellectual Property

IFAM and all websites of IFAM are protected under copyright law – © 2014 IFA Management GmbH. All rights remain reserved.

All texts, pictures, graphics, and the layout on our websites are protected by law. This applies, in particular, for trademark, patent, and related rights as well as for all other forms of intellectual property rights. It is not permitted to reproduce and/or distribute any individual content of our websites, either in part or in full and/or of complete individual pages unless this content is obviously provided for this purpose. Violations will be pursued under civil and criminal law. Any linked websites and their contents are to the full responsibility and liability of the respective operators.

Data Protection

IFAM considers the protection of personal data extremely important. Hence, our websites and offers are in accordance with the current laws for data protection. For further information please read our data protection regulations (www.ifa-berlin.com/privacy-policy).

Withdrawal

If a contract between us and you in the legal role of a consumer (hereinafter referred to as "you" or "your") has been validly concluded through the use of the IFAM-websites, you generally have the legal right to withdraw from this contract within fourteen (14) days without giving reasons, unless there is a contract within the meaning of Section 312g (2) BGB; in this respect, reference is made in particular to § 312g (2) no. 1 BGB which expressly covers contracts for the delivery of goods (i.e. also digital products) that are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer.

The withdrawal period shall be (i) fourteen (14) days from the day on which you or a third party designated by you who is not the carrier took possession of the last goods, or (ii) fourteen (14) days from the date of conclusion of a contract for the purchase of digital content and/or services, or (ii) fourteen (14) days from the date of conclusion of the contract as a result of a contract for the purchase of goods.

Notice: In the case of the purchase of digital products or digital services for a fee, the right of withdrawal expires before the expiry of the withdrawal period, if you have started downloading the digital product or if we have provided our digital service in full, and if you have also expressly agreed that we will enable you to download it before the expiry of the 14-day withdrawal period or that we will perform our digital service before the expiry of the of the 14-day withdrawal period, provided that you have confirmed your knowledge of this premature expiry of your right of withdrawal prior to the conclusion of the transaction (however, the latter condition of confirming your knowledge does not apply in the case of purchase for data instead of money).

In order to exercise your right of withdrawal, you must inform us of your decision to withdraw from the contract by means of a clear statement (e.g. a letter sent by post, fax or email). Users can use the following sample withdrawal form for this purpose, but it is not mandatory:

SAMPLE WITHDRAWAL FORM

(If you wish to withdraw from the contract, please fill out this form and return it.)

–

To: IFA Management GmbH, Charlottenstr. 4, 10969 Berlin, Deutschland

–

I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

–

Ordered on (*)/received on (*)

–

Name of consumer(s)

–

Address of the consumer(s)

–

Signature of the consumer(s) (only if notified on paper)

–

Date

(*) Delete as applicable.

In order to comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of withdrawal

If you withdraw from the contract, we shall refund to you all payments we have received from you without undue delay and at the latest within fourteen (14) days from the day on which we received the notice of your withdrawal. For this repayment, we will use the same means of payment that you used for the original transaction, unless otherwise expressly agreed with you; under no circumstances will you be charged any fees as a result of this repayment. From the time of withdrawal, there is no longer any access to the content of the product website or to the download in the case of digital content or the like.

We may withhold refund until we have received the goods back or you have provided us with proof that you have returned the goods, whichever is earlier. You must return or hand over goods to us without undue delay and in any event no later than fourteen (14) days from the day on which you inform us of the withdrawal from the contract. The deadline is met if you send the goods to us before the expiry of the period of fourteen (14) days. The return shipping costs are to be borne by you. You will only have to pay for any loss in value of the goods if this loss in value is due to handling that is not necessary to check the nature, characteristics and functioning of the goods.

Applicable Law / Place of Performance and Legal Venue

These Terms and Conditions are exclusively governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. The legal venue for all disputes arising from these Terms and Conditions and use of the IFAM-websites respectively, is Berlin if the contracting parties are merchants, legal entities under public law or special assets under public law, or if at least one of the contracting parties does not have a general legal venue in the Federal Republic of Germany, or if after conclusion of the agreement or notification of these Terms or Conditions the party moves its domicile or residence outside the Federal Republic of Germany, or if its domicile or residence is unknown at the time at which legal action is initiated. Subject to its own discretion, IFAM is also entitled to take legal action at the general legal venue of the User. The place of performance for all obligations arising from these Terms and Conditions is Berlin.

Final Provisions

If any provision herein is partially or fully unlawful, void or unenforceable, that specific provision is deemed severable from the rest of the Terms and Conditions, and does not affect the validity or enforceability of any of the remaining provisions. The provision thus invalidated shall be replaced by a provision which is closest to the parties' commercial interest.

Last update: June 2024