

## **General Terms and Conditions for the Virtual Brand Profiles and Partner Packages at Berlin Travel Festival // DIGITAL**

Version: January 2021

### **1 Event / Organiser**

- 1.1 Messe Berlin GmbH, Messedamm 22, 14055 Berlin, Germany (“Messe Berlin”) is the organiser of the Berlin Travel Festival // DIGITAL (“**BTF // DIGITAL**” or “**Event**”).
- 1.2 Messe Berlin engages I Love Travel GmbH to organize the Event.

### **2 Scope of application of the General Terms and Conditions**

- 2.1 These General Terms and Conditions for the Virtual Brand Profiles and Partner Packages at Berlin Travel Festival // DIGITAL (“**General Terms and Conditions**”) are applicable to all contracts and agreements concluded between Messe Berlin and the Partner in connection with advertising and marketing activities at the Event.
- 2.2 Deviating, conflicting or supplementary business, purchasing or order conditions of the Partner shall become an integral part of the contract only if and insofar as Messe Berlin has explicitly agreed to their validity in writing. They shall not apply even if Messe Berlin does not expressly object to them and/or provides its services without objection. This shall also apply in the event that the Partner has prescribed a special form for the objection.
- 2.3 In order to comply with the written form required for legal declarations in the following sections of these General Terms and Conditions, an email will suffice, unless explicitly stated otherwise. This also applies to this written form requirement.
- 2.4 Messe Berlin and Partner are hereinafter also referred to as “**Contractual Party**” or “**Contractual Parties**” depending on the context.

### **3 Berlin Travel Festival // DIGITAL**

- 3.1 The Berlin Travel Festival // DIGITAL will take place on four nights (March 9 - 12, 2021), each as a two (2) hours live streaming event, starting at 7pm CET (“**Event Period**”).
- 3.2 The Event with its mixture of blogs, media library, travel guides, bookings and shopping opportunities can be visit on [www.berlintravelfestival.com](http://www.berlintravelfestival.com) (“**Event Website**”).
- 3.3 On this Event Website, each Partner may select from a variety of advertising and marketing opportunities (see also Section 5.1).

### **4 Registration, admission, conclusion of contract**

- 4.1 Each Partner can either establish a virtual brand profile (“**Brand Profile**”) or select one of the partner packages (“**Partner Packages**”) provided on the Event Website. The registration as Partner constitutes the irrevocable offer to enter into agreement with Messe Berlin (“**Contract**”) concerning the sale of advertising and marketing services at the Event. While registering for either the Brand Profile or the Partner Package, Partner accepts and confirms the inclusion of these General Terms and Conditions to the Contract. The registered Partner will receive an electronic confirmation of receipt of application, which does not constitute the admission to the Event or a declaration of acceptance for the conclusion of the Contract as defined in Section 4.2.
- 4.2 Conclusion of the Contract shall come into effect only upon confirmation of the order by Messe Berlin, which shall simultaneously be understood as acceptance of the contractual offer and the admission as Partner of the Berlin Travel Festival // DIGITAL.
- 4.3 Messe Berlin shall decide on admission at its own dutiful discretion, taking into account the purpose of the Event and the available capacities. The Partner is aware that the examination of whether the admission requirements have been met may take two (2) to three (3) weeks and that each Partner is bound by Partner’s offer for this period. There is no legal claim to admission. The admission is not transferable.

- 4.4 The order confirmation/admission is subject to the condition that all outstanding and due claims of Messe Berlin against the Partner have been settled in full. If Messe Berlin has nevertheless issued an order confirmation/admission despite an outstanding and due claim, this claim must be settled immediately after receipt of the confirmation of admission. Otherwise, Messe Berlin shall be entitled to withdraw from the Contract at any time until the outstanding and due claim has been completely settled, or to terminate the contractual relationship without notice and to exclude Partner from any advertising and marketing activities at the Event.
- 4.5 Messe Berlin shall also be entitled to withdraw from the Contract or to terminate the contractual relationship without notice if admission has been granted on the basis of incorrect or incomplete information provided by the Partner, or if the conditions for admission on the part of the Partner subsequently cease to apply.

## 5 Brand Profile and Partner Packages

- 5.1 Messe Berlin offers Partner to either establish a Brand Profile or to select one of the Partner Packages, whose scope is specified in the respective service description at the Event Website. The prices (remuneration) for each package are as follows:

<b>Brand Profile / Partner Package</b>	<b>Prices in EUR</b>
<b>Virtual Brand Profile</b>	<b>290</b>
<b>Heading Partner</b>	<b>6.600</b>
<b>Episode Partner</b>	<b>7.850</b>
<b>Main Partner</b>	<b>22.600</b>

- 5.2 All aforementioned prices are net prices and do not include the statutory value added tax.
- 5.3 A transfer of the advertising representation rights and the respective services to third parties is ruled out.

## 6 Partner Obligations

- 6.1 Each Partner is obliged to provide the contributions and cooperation required for the provision of services by Messe Berlin (e.g. provision of logo, claim, URL for website and clips, secure functionality of links, social media account etc.) in good time and at its own expense. The submission deadlines communicated by Messe Berlin in advance and accepted by the Partner shall be decisive. If logos, contributions and other Partner Content (see also Section 8.1) are to be published with a graphic design, these must be submitted - also by the submission deadline - in accordance with the specifications for media data published by Messe Berlin. Each Partner is responsible for the contents and presentation (e.g. graphic presentation or illustration) of the Partner Content. If logos, contributions and/or other Partner Content are submitted in other file formats than requested, Messe Berlin shall not assume any guarantee for proper presentation. Also, Messe Berlin shall assume no responsibility for the conversion into a suitable format.
- 6.2 If Partner's contributions and obligations to cooperate are not made in time, Messe Berlin shall not be bound by its obligations to provide services. In this case, the agreed performance obligation of the Partner under this Contract shall however remain in force. This also applies even if the Partner does not provide any content.
- 6.3 Each Partner shall inform Messe Berlin immediately as soon as Partner becomes aware of any indications that Partner Content cannot be accessed or used in any other way.

## 7 Remuneration and Payment Methods

- 7.1 The payment of the remuneration for Brand Profile or Partner Package is due and will be invoiced upon conclusion of Contract pursuant to Section 4.
- 7.2 Messe Berlin is free to invoice its services by post or by email or e-invoicing. The Partner agrees to the electronic transmission of invoices.
- 7.3 Payments shall be due without deduction within the period stated on the invoice after the invoice

has been issued and shall be transferred to one of the accounts stated on the invoice, stating the customer number and invoice number.

- 7.4 Messe Berlin reserves the right to charge an additional processing fee of 50.00 EUR per invoice copy for changes to invoices for which Messe Berlin is not responsible.
- 7.5 Offsetting against the claims of Messe Berlin, the exercise of a right to refuse performance or a right of retention shall be excluded if the Partner is a company or a person acting in a commercial capacity, unless Partner's claim has been legally established or is undisputed.
- 7.6 The assignment of claims against Messe Berlin to third parties is ruled out.

## 8 Usage rights

- 8.1 Each Partner hereby grants Messe Berlin the simple, non-exclusive, non-transferable, worldwide usage rights ("**Usage Rights**") to use the data, logos, brands, images, advertising spots, advertisements, links, etc. (collectively referred to as "**Partner Content**") which has been provided by the Partner to Messe Berlin in connection with the agreed performance of advertising and marketing services by Messe Berlin, to display, reproduce, disseminate and make them publicly accessible at the Event Website and any other Event related medium, as well as to technically process them to the extent necessary for the performance of the services. The aforementioned granting of Usage Rights shall also apply in particular to existing and future copyrights and ancillary copyrights to the Partner Content, the right to one's own image, as well as rights to names, titles, trademarks and other signs, and shall be limited to the agreed purpose and term of the Contract (see also Section 10.1),
- 8.2 If and to the extent that a database, databases, a database system or database systems are created on Messe Berlin's server during the term of the respective Contract, in particular by compiling data and/or Partner Contents of the Partner through activities permitted under this Contract, Messe Berlin shall be entitled to all rights thereto. Messe Berlin shall remain the owner of the databases or database systems even after the termination of the Contract. This shall not affect the Partner's ownership of their data and Partner Content.
- 8.3 Messe Berlin reserves the right, without having the duty to check or to audit the Partner Content, to remove the provided Partner Content from entries, contributions or other publications or not to publish it, if it is credibly informed that
  - 8.3.1 its contents violate laws, regulations or official orders; or
  - 8.3.2 its contents infringe the presumed rights of third parties; or
  - 8.3.3 its contents were objected to by the German Advertising Council in a complaint procedure; or
  - 8.3.4 the presentation of the Partner Content is unreasonable for Messe Berlin. "Unreasonable" within the meaning of this Section 8.3.4 shall in particular include contents and representations which violate the principles of the protection of minors, which are in any form discriminatory or offensive or which refer to such content and representations, or which do not meet the quality standards usually expected for such content and/or representations in technical and/or qualitative terms, and for which it is therefore to be feared that Messe Berlin and/or the Event will suffer not inconsiderable damage to its image. This same applies to any disparaging content and representation towards others, in particular other Partners.
- 8.4 Messe Berlin reserves the right to remove or not to publish entries, contributions or any other publication of the provided Partner Content, if it is credibly made aware of circumstances which make the publication of the Partner Content unreasonable for Messe Berlin due to the contents, origin or technical form.
- 8.5 Furthermore, Messe Berlin reserves the right to remove or not to publish Partner Content if the Partner subsequently makes changes to the provided Partner Content itself, or if the Partner subsequently changes the Partner Content referred to by means of a published link within its sphere of influence, and if the requirements of the Sections 8.3 or 8.4 are thereby fulfilled.
- 8.6 Messe Berlin shall inform the Partner immediately of the measures taken in accordance with the Sections 8.3 to 8.5. The Partner shall have no claims for damages against Messe Berlin due to the resulting delays in the provision of services or the resulting failure of services by Messe Berlin, unless Messe Berlin acted with intent or gross negligence (see also limitation of liability in

accordance with Section 12).

- 8.7 Each Partner guarantees that the Partner is the respective owner of the Partner Content and/or that the Partner holds all necessary right to dispose of the Partner Content and that Partner therefore can effectively grant the Usage Rights specified in Section 8.1 to Messe Berlin. Each Partner also guarantees that the Partner Content made available is free of any third-party rights which could conflict with the granting of the Usage Rights under the Contract. Each Partner guarantees that no personal rights of third parties will be infringed by the use of the Partner Content within the framework of this Contract, in particular that the persons depicted agree to the use of the Partner Content as specified in this Contract.
- 8.8 If third parties assert an infringement of their rights through the use of the Partner Content, the Partner shall indemnify and hold harmless Messe Berlin upon first request from all claims of third parties, in particular from claims for copyright and personal rights violations, infringement of patent, trademark, design and utility model rights, in the event of culpable action. This includes any costs incurred by Messe Berlin for legal defence. The Partner shall immediately notify Messe Berlin of any impairment of the rights covered by the Contract. Any measures taken by the Partner must be agreed in advance with Messe Berlin. Each Partner is also obliged to support Messe Berlin fully and unreservedly in the defence of their rights.
- 8.9 The granting of the Usage Rights in accordance with the Sections 8.1 to 8.8 shall be compensated by the advertising effect generated by the publication of the Partner Content.

## 9 Availability

- 9.1 In accordance with the following Sections 9.1 to 9.6, Messe Berlin is obligated to provide the contractual services within the scope and time frame agreed upon as well as in the medium agreed upon for this purpose. The services by Messe Berlin, in particular the reproduction of Partner Content through digital media, shall be provided in accordance with the technical standards normally expected for the type of agreed service performance and with the care expected for this purpose. However, the Partner is aware that it is not possible to offer completely error-free services in the field of digital media in accordance with the latest technological innovations. In particular, an error in the presentation of the Partner Content does not exist if the error or fault is caused by the use of unsuitable presentation software and/or hardware (e.g. browser).
- 9.2 Messe Berlin does not guarantee the permanent and uninterrupted availability of the Event Website or the services offered in this context. Messe Berlin aims to achieve an average availability of the Event Website and thus of the services of 95% in relation to the Contract Period. Availability within the meaning of this Section 9.2 is calculated as follows, subject to the provisions of Section 9.3:

$$\text{Availability} = \text{actual time} / \text{desired time} * 100\%$$

$$\text{Actual time} = \text{total time} - \text{total downtime}$$

$$\text{Desired time} = \text{total time}$$

- 9.3 When calculating the total downtime according to the above Section 9.2, the following times shall not be taken into account:
- 9.3.1 Periods of unavailability due to internet disruptions beyond the control of Messe Berlin or other circumstances beyond the control of Messe Berlin, in particular circumstances as a result of an epidemic or pandemic (such as Covid-19) or justified exceptional situations (see definition in Section 11.1);
- 9.3.2 Periods of unavailability due to planned maintenance work on the database system or the Event Website;
- 9.3.3 Times due to mandatory unscheduled maintenance work required to eliminate malfunctions and errors; the Partner shall be informed of this, if possible, by means of a notification on the Event Website or via e-mail.
- 9.3.4 Times of non-availability due to the fact that the technical requirements to be provided by the Partner for access to the Event Website are temporarily not met, for example in the event of hardware malfunctions of the Partner.

- 9.4 If the availability of the Event Website and thus of the services of Messe Berlin which are the subject of the Contract, in particular the digital reproduction of the Partner Content, is temporarily not possible due to a disruption of the communication networks of other operators or due to a computer failure at third parties (e.g. other providers) or due to incomplete and/or non-updated offers on so-called proxies (intermediate storage), the claim of Messe Berlin to the provision of the Partner's obligation shall remain valid without restriction. In all other respects, the limitations of liability in accordance with Section 12 shall be applicable.
- 9.5 In the event of insufficient reproduction quality of the Partner Content, for which Messe Berlin is responsible, the Partner shall be entitled to claim error-free replacement service, but only insofar as and only to the extent that the purpose of the image and text material has been impaired. If this form of supplementary performance fails or is inappropriate, the Partner shall be entitled to a corresponding reduction in its obligation to perform. In such a case, the Partner may not withdraw from the Contract or assert other claims (e.g. damages).
- 9.6 Complaints by the Partner for identifiable defects must be submitted to Messe Berlin in writing within seven (7) working days of the performance of services. If the notification is not sent within the aforementioned period, the warranty rights of the Partner shall expire. This shall not be applicable if Messe Berlin has fraudulently concealed the defect or has assumed a guarantee for the quality of the item or the success of the service.

## 10 **Tenure of the Contract, termination**

- 10.1 This Contract terminates at the end of 31.05.2021 ("**Contract Period**") unless the Contractual Parties have agreed on a different contract period.
- 10.2 Ordinary termination of this Contract during the fixed Contract Period is ruled out.
- 10.3 The right of each Contractual Party to terminate the Contract without notice for good cause remains unaffected. Good cause for Messe Berlin shall exist in particular if
- 10.3.1 the Partner has not made any payment due on the basis of this Contract and a grace period set for the Partner has expired without success;
- 10.3.2 the Partner breaches the provisions of these General Terms and Conditions and/or violates the usage conditions for participation in the Event and does not discontinue this conduct even after a warning has been issued, provided that this warning is not dispensable;
- 10.3.3 the Partner violates an obligation arising from this Contract to respect the rights, legal assets and interests of Messe Berlin and Messe Berlin cannot reasonably be expected to adhere to the Contract; the prerequisites for granting admission in the person of the registered Partner no longer exist or Messe Berlin subsequently becomes aware of reasons, the timely knowledge of which would have justified non-admission;
- 10.3.4 the Partner violates essential rights or legal interests of Messe Berlin's contractual partners and Messe Berlin cannot reasonably be expected to adhere to this Contract.

## 11 **Reservations (cancellation, postponement, shortening and termination of the Event due to a justified exceptional situation as well as cancellation for economic reasons)**

- 11.1 In the event of a justified exceptional situation (as defined in Section 11.2), which makes it impossible or unreasonably difficult to hold the Event within the planned spatial and/or temporal scope, Messe Berlin shall be entitled, at its discretion and taking into account the interests of the Partner in holding the Event (and, in the event of a change to or deviation from the agreed service, also taking into account the reasonableness of such a change or deviation for the exhibitor), to choose whether,
- 11.1.1 to cancel the Event ("**Cancellation**") or
- 11.1.2 to postpone the Event to another period ("**Postponement**") or
- 11.1.3 to shorten the Event Period ("**Shortening**") or
- 11.1.4 to terminate the Event ("**Termination**") if the Event had already started when such a situation arises.

- 11.2 A "**justified exceptional situation**" within the meaning of Section 11.1 is the existence of force

majeure or another comparable event.

- 11.2.1 **“Force Majeure”** is an event with external influence, unforeseeable at the time of the conclusion of the Contract, has no operational or personal connection or cannot be attributed to the sphere of one of the Contractual Parties and cannot be averted even by exercising the utmost care that can reasonably be expected. This includes, in particular but not exhaustively, the events listed below as examples: Natural disasters and their consequences, war, terrorist attacks, pandemics, endemics, the interruption or massive impairment of transport, supply or telecommunications connections. Cases of Force Majeure also include (but are not limited to) the enactment of legal regulations (e.g. laws or ordinances) or official or public law measures for which the Contractual Parties are not responsible or urgent official warnings or recommendations relating to the fact that the Event cannot or may not be carried out as planned.
- 11.2.2 **“Other Comparable Events”** in accordance with Section 11.2, Sentence 1 shall also be deemed to include unforeseeable lawful strikes and lawful lockouts as well as other interruptions or disruptions of operations for which the Contractual Parties are not responsible.
- 11.2.3 An event is considered to be **“unforeseeable”** within the meaning of the aforementioned Sections 11.2.1 and 11.2.2 if, at the time of conclusion of this Contract, it could not be assumed, after reasonable assessment of actual indications and with regard to the time of the Event, with sufficient probability, that a case of Force Majeure or Other Comparable Event was imminent.
- 11.3 Furthermore, a justified exceptional situation as per Section 11.2 shall also be deemed to exist if, at the time of the measure taken in accordance with Section 11.1, it can be assumed with sufficient probability on the basis of a reasonable assessment of actually existing indications that a case of Force Majeure or Other Comparable Event within the meaning of Section 11.2 is imminent at the time of the Event. This is also the case, for example, if a justified exceptional situation existed at an earlier point in time and has been remedied in the meantime, but a new justified exceptional situation is to be expected at the time of the Event (e.g. a further wave of infection from the COVID19 pandemic).
- 11.4 The following is applicable in cases of **cancellation** of the Event by Messe Berlin as per Section 11.1.1:
  - 11.4.1 Messe Berlin shall be obliged to inform the exhibitors immediately of the cancellation.
  - 11.4.2 Messe Berlin’s claim to the remuneration pursuant to Section 5.1 shall lapse and the payment already made by Partner shall be immediately refunded. However, the Partner shall reimburse any ancillary services and additional services already provided by Messe Berlin.
  - 11.4.3 In the event of cancellation within four (4) months prior to the Event, Messe Berlin shall also be entitled to reimbursement of 25 % of the remuneration on the basis of the services already rendered by Messe Berlin for the preparation for the Event (installation of technical infrastructure, marketing measures, services). The Partner shall be entitled to prove that Messe Berlin has not incurred any expenses in the specific case or that the reasonable amount is significantly lower than the flat-rate amount for expenses; in the event of such proof, no amount or the lower amount shall be due.
  - 11.4.4 Claims for damages by the Partner due to the cancellation of the Event shall be excluded because Messe Berlin is not at fault. If and insofar as Messe Berlin is at fault in an individual case, the regulations in Section 12 shall apply with regard to the liability of Messe Berlin.
- 11.5 The following is applicable in cases of temporal **postponement** as per section 11.1.2 and a **shortening** as per section 11.1.3:
  - 11.5.1 Messe Berlin shall be obliged to provide the Partner with a statement regarding the postponement and/or shortening without delay.
  - 11.5.2 The Contract shall be amended to the extent that it applies to the new period or duration of the Event and the Partner does not object to the amendment of the Contract within twenty eight (28) working days of receipt of the notification.
  - 11.5.3 If the Partner objects to the postponement and/or shortening, Messe Berlin’s claim to the remuneration pursuant to Section 5.1 shall lapse and the payment already made shall be

immediately refunded to the corresponding Partner. Messe Berlin's claim to remuneration for additional services already provided shall remain unaffected by this.

- 11.5.4 If the Partner objects to the postponement and/or shortening within four (4) months prior to the start of the Event, Messe Berlin shall be entitled, on the basis of the services already provided by the Partner for the preparation for the Event (installation of the technical infrastructure, marketing measures, services), to claim compensation from the Partner for expenses to be determined at its reasonable discretion, up to a maximum of 25% of the remuneration. The Partner shall be entitled to prove that Messe Berlin has not incurred any expenses in the specific case or that the reasonable amount is significantly lower than the flat-rate amount for expenses; in the event of such proof, no amount or the lower amount shall be due.
- 11.5.5 Claims for damages by the Partner shall be excluded because Messe Berlin is not at fault. If and insofar as Messe Berlin is at fault in an individual case, the regulations in Section 12 shall apply with regard to the liability of Messe Berlin.
- 11.6 The following is applicable in cases of **termination of the Event** as per Section 11.1.4:
- 11.6.1 Messe Berlin's claim to payment of the full remuneration shall continue to exist, unless the termination of the Event leads to a shortening of the Event period by more than 40%. In this case, Messe Berlin's claim shall be reduced to 80% of the remuneration in accordance with Section 5.1 and the difference between the remuneration and the amount already paid shall be immediately refunded to the Partner. Messe Berlin's claim to remuneration for additional services already provided shall remain unaffected by this.
- 11.6.2 Claims for damages by the Partner shall be excluded because Messe Berlin is not at fault. If and insofar as Messe Berlin is at fault in an individual case, the regulations in Section 12 shall apply with regard to the liability of Messe Berlin.
- 11.7 Notwithstanding the above provisions, Messe Berlin shall be entitled to cancel the Event at its reasonable discretion and taking into account the justified interests of the exhibitors (which shall include, among other things, the preparatory measures already taken by the exhibitors for the Event) and to terminate the Contract at the latest six (6) weeks before the planned date of the Event, if economic viability cannot be achieved or if the level of registrations indicates that the essential objective of the Event (in particular the presentation of a representative range of products and services from one or more economic sectors) cannot be achieved and the purpose of the Event is therefore missed. The deadline may be shortened if the nature of the Event allows for cancellation at shorter notice. The following applies in this case:
- 11.7.1 Messe Berlin shall provide reasons for the cancellation of the Event and the termination of Contract.
- 11.7.2 With the cancellation of the Event and the termination of the Contract, Messe Berlin's claim to payment of the remuneration pursuant to Section 5.1 shall lapse. The remuneration that has already been paid shall be refunded to the Partner. Messe Berlin's claim to remuneration for additional services already provided shall remain unaffected by this.
- 11.7.3 Messe Berlin's claim to remuneration for additional services that have already been provided shall remain unaffected by this.
- 11.7.4 Claims for damages by the Partner shall be excluded because Messe Berlin is not at fault. If and insofar as Messe Berlin is at fault in an individual case, the regulations in Section 12 shall apply with regard to the liability of Messe Berlin.

## 12 Liability

- 12.1 Messe Berlin does not guarantee that the agreed services will achieve the effect intended by the Partner, unless Messe Berlin has made its execution more difficult or thwarted by culpable breach of essential contractual obligations or by grossly negligent behaviour. The Partner acknowledges that the services agreed in this Contract may be restricted by public law regulations. Messe Berlin shall not be liable for damages in the event of restrictions arising from such regulations.
- 12.2 Messe Berlin shall be liable for damages caused intentionally or through gross negligence by Messe Berlin, its legal representatives, executive staff or vicarious agents, irrespective of the legal grounds.

12.3 Messe Berlin shall be liable for damages in the case of simple negligence, subject to statutory limitations of liability (e.g. care in own affairs), only

12.3.1 for damages resulting from injury to life, body or health;

12.3.2 for damages resulting from the violation of an essential contractual obligation. “**Essential contractual obligations**” are those obligations whose fulfilment makes the proper execution of the Contract possible in the first place and on whose observance the respective other Contractual Party may regularly rely. In the event of a breach of essential contractual obligations, Messe Berlin’s liability for damages in cases of simple negligence shall be limited to the amount of damages typically occurring and foreseeable at the time the contract was concluded.

12.4 Insofar as the liability of Messe Berlin is excluded or limited, this shall also apply to the employees, executives, vicarious agents and legal representatives of Messe Berlin.

12.5 The aforementioned exclusions and limitations of liability shall not apply in the event of injury to life, body or health of persons caused due to negligence, the explicit assurance of characteristics and in the event of liability under the Product Liability Act.

### 13 **Place of performance**

Berlin shall be the place of performance for all obligations arising from the contractual relationship between Messe Berlin and Partner, unless otherwise specified.

### 14 **Applicable law**

The relationship between Messe Berlin and Partner is governed exclusively by German substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### 15 **Jurisdiction**

The place of fulfilment and jurisdiction for all disputes in connection with this Contract including these General Terms and Conditions shall be Berlin (Germany) provided that the Partner is a merchant, a legal entity under public law or a special fund under public law or if Partner does not have a general place of jurisdiction in the Federal Republic of Germany.

### 16 **Severance**

The full or partial invalidity of these General Terms and Conditions or of individual provisions of these General Terms and Conditions shall affect neither the validity of the remaining provisions nor the participation contract as a whole. Any fully or partially invalid provision shall be replaced by a valid provision coming closest to the commercial purpose of the fully or partially invalid provision.

### 17 **Online Dispute settlement platform**

17.1 The European Commission provides a platform for out-of-court on-line dispute resolution (OS platform), which can be accessed at [www.ec.europa.eu/Consumers/Odr](http://www.ec.europa.eu/Consumers/Odr) Messe Berlin' contact details, including e-mail address, can be found in the imprint on the Event Website.

17.2 Messe Berlin is neither obliged nor willing to participate in the dispute resolution procedure.