

General Terms of Use for the Spielwarenmesse Digital Shop of Spielwarenmesse eG

1. What is the Spielwarenmesse Digital Shop?

The Spielwarenmesse Digital Shop is an online shop operated by Spielwarenmesse eG. Digital and other services as well as advertising measures ("Services") can be ordered online from it. The orders are processed by Spielwarenmesse eG.

Only exhibitors admitted by Spielwarenmesse eG to the next Spielwarenmesse® or Spielwarenmesse® Digital ("Exhibitors") are entitled to its use.

Continuous availability of the Spielwarenmesse Digital Shop is explicitly not guaranteed. However, Spielwarenmesse eG endeavours to keep the Spielwarenmesse Digital Shop available as permanently as possible.

2. Operator

The Spielwarenmesse Digital Shop is operated by Corussoft GmbH, Kurfürstendamm 56, 10707 Berlin, on behalf of Spielwarenmesse eG.

The contracting partner for the respective Services offered in the Spielwarenmesse Digital Shop is Spielwarenmesse eG. Invoicing is carried out by the contracting partner.

3. Access authorization

Admission by Spielwarenmesse eG entitles the Exhibitor to use the Spielwarenmesse Digital Shop. The person who was entered as the "contact person for the trade fair organisation" during registration shall be the authorised user. After admission, the stored contact person will receive an e-mail for initial log in. You may only use the Spielwarenmesse Digital Shop if you accept these terms of use. The Digital Shop is

aimed exclusively at trade users, not consumers. The right of use expires on 31 August of the following year.

4. Access control

Once you have been admitted to the Spielwarenmesse as an exhibitor and have received your access data, you will have to set a password yourself in order to use the Spielwarenmesse Digital Shop.

You are fully responsible to ensure the confidentiality of your access data, i.e. your user name and password. As a user of the Spielwarenmesse Digital Shop, you are therefore fully responsible for any and all activities carried out with your data. You agree to immediately notify Spielwarenmesse eG of any unauthorised use of your access data or any other breach of security. Spielwarenmesse eG is not liable for any disadvantages you may suffer as a result of another person using your access data, either with or without your knowledge.

5. Accuracy of information

You are obliged to provide correct and truthful information when using services offered in the Spielwarenmesse Digital Shop.

Spielwarenmesse eG does not warrant the accuracy of information contained in the Spielwarenmesse Digital Shop.

6. Scope of Services/Taxes

The prices include the Services of Spielwarenmesse eG listed in the Spielwarenmesse Digital Shop. Prices and all other charges are calculated in euros and are net prices which are subject to value-added tax at the statutory rate at the time

of the event which is payable at the statutory place.

In the event that the value-added tax changes in the period between invoicing and publication of the digital Service, a subsequent invoice will be issued in accordance with the applicable provisions. The Exhibitor is obliged to prove to Spielwarenmesse eG upon request that he or she is a businessperson within the meaning of the German Value-Added Tax Act (UStG).

All prices are exclusive of any taxes or charges levied in the Exhibitor's country. Spielwarenmesse eG is entitled to charge such taxes and charges even if they were not known or levied at the time of registration.

7. Rules and regulations for the provision of services

After conclusion of the contract, the Exhibitor will receive the information necessary for transferring the required data to Spielwarenmesse eG or the marketing service provider Neureuter Fair Media GmbH.

7.1 Responsibility for entries and content in the Spielwarenmesse eG online media under competition law

The Exhibitor is solely responsible for the legal admissibility, in particular under competition law, of the entries placed by Spielwarenmesse eG at the Exhibitor's instigation, in particular product presentations, social media posts, image/text advertisements, live videos/takeovers and other booked services. Should third parties assert any claims against Spielwarenmesse eG due to an alleged legal inadmissibility of the entries or their inadmissibility under competition law, the Exhibitor shall comprehensively indemnify Spielwarenmesse eG against any and all claims asserted, including all costs of

necessary legal defence on part of the organiser. The Exhibitor is solely responsible for the non-infringement of third-party rights by any and all content of its virtual presence, be it texts, graphics, images, videos, or links. The Exhibitor shall indemnify Spielwarenmesse eG against all claims by third parties arising from the execution of the order, even if it has been cancelled. Spielwarenmesse eG is not obliged to check entries and content in order to determine whether they infringe third-party rights or whether they are in compliance with competition law.

7.2 Other restrictions for entries and content in the Spielwarenmesse eG online media

The Exhibitor undertakes to display exclusively its own products, company, or brands. Displaying other and thus unauthorised content or content that is in breach of law or is an affront against good taste is not permitted. In particular, displaying content which is pornographic, sexual, youth-endangering, or extremist, glorifies violence, incites to commit a criminal offence, is defamatory, or which can be assessed as propaganda material or symbols of unconstitutional organisations, in particular former Nazi organisations (i.e. swastika, SS rune, etc.) within the meaning of Sections 86, 86a of the German Criminal Code (StGB) is prohibited. In case of a breach of the provisions under item 7.1 and 7.2, Spielwarenmesse eG reserves the right to not publish data and content transmitted by the Exhibitor to be published on the Spielwarenmesse eG online media, to remove already published entries or content, or to discontinue the publication of content. The same applies if the Exhibitor does not pay its participation fee before the start of the Spielwarenmesse®. Spielwarenmesse eG has the right to specify performance.

8. Placement of orders, conclusion of the contract

The order is placed on <https://digital-shop.spielwarenmesse.de> and is binding for the Exhibitor.

After placing an order, the Exhibitor will receive an electronic confirmation of receipt from Spielwarenmesse eG, which confirms the order but does not yet constitute the conclusion of the contract. Reservations and conditions (e.g. competition clauses) are not permitted while placing an order.

The contract between the Exhibitor and Spielwarenmesse eG is deemed to have been concluded upon Spielwarenmesse eG having sent out the invoice for the respective Service.

Conflicting or supplementary general terms and conditions of the Exhibitor are excluded, even if these have not been specifically opposed to.

9. Cancellation

Cancellation of the order must be notified in writing to Spielwarenmesse eG. The Exhibitor nevertheless remains obligated to pay, even in case of cancellation of its participation.

If it is financially infeasible to run Spielwarenmesse® Digital due to a lack of participants, Spielwarenmesse eG may rescind the contract and cancel the event. The organiser will inform the Exhibitor without undue delay and fully refund any payments already made for the respective Services booked. Further claims, in particular claims for damages by the Exhibitor against Spielwarenmesse eG are excluded, unless Spielwarenmesse eG has acted with intent or gross negligence.

10. Conditions of payment

Invoices are payable within 10 days from the date of invoice. Payments are to be made

without any deductions in due time to the bank accounts indicated on the invoice. Invoices will be issued by:

Spielwarenmesse eG, Herderstrasse 7,
90427 Nuremberg, Germany

Bank charges shall be borne by the Exhibitor.

Payment via credit card (VISA, MasterCard, American Express) is possible.

In the event of default in payment, default interest shall be payable at a rate of 9 percentage point above the base interest rate. The assertion of further or higher damages is not excluded.

Spielwarenmesse eG is entitled to terminate the participation contract without notice if the Exhibitor has not made payments due under this contract despite a reminder.

11. Special agreements

All agreements, individual approvals, and special regulations deviating from these terms of use require written confirmation, sufficient also in electronic or text form, by Spielwarenmesse eG.

12. Contact

If you have any questions about using the Spielwarenmesse Digital Shop, please send an e-mail to this address:
info@spielwarenmesse.de

13. Liability

Spielwarenmesse eG is not responsible for and cannot be held liable for any errors or damage to technical components, hardware, software, servers, websites, or other components that prevent you from participating in the Spielwarenmesse® Digital Shop or restrict your participation in any way.

As the provision of the Spielwarenmesse Digital Shop for further use of its content is

a service free of charge by Spielwarenmesse eG, Spielwarenmesse eG shall only be responsible for intent and gross negligence in the event of any damage. In the event of damage to life, body, or health or the violation of contractual obligations that are indispensable in order to achieve the contractual objective (essential contractual obligations), Spielwarenmesse eG shall also be liable in the event of negligence. In the event of negligence, liability shall be limited to the damage which is typical for this type of contract. Liability for warranties, fraud, and personal injury as well as property damage in accordance with the German Product Liability Act (ProdHaftG) shall remain unaffected. The user of the Spielwarenmesse Digital Shop must accept contributory negligence. In all other respects, liability on part of Spielwarenmesse eG is excluded unless Spielwarenmesse eG is in gross breach of its own duty of care. Notwithstanding the above, in the event of data loss, Spielwarenmesse eG shall not be liable for losses that could have been prevented by a proper data backup carried out on a regular basis.

14. Changes to the terms of use

Spielwarenmesse eG reserves the right to cancel the use of the Spielwarenmesse Digital Shop by observing a reasonable period of notice (or without a notice period if there is good cause) and while reasonably protecting your interests. Spielwarenmesse eG also reserves the right to amend or supplement the terms of use for the Spielwarenmesse Digital Shop at any time without stating reasons, unless this is unreasonable for you as a user. Such amendments will be communicated to you in advance via e-mail and will be deemed approved if you do not expressly object within 4 weeks of receiving the e-mail. You will be informed of this again separately in the notification. In the event of objection,

Spielwarenmesse eG may terminate your use for good cause.

15. Applicable law / Place of performance

German law applies exclusively (without possible reference to other legal systems).

Place of performance is Nuremberg.

Status: 15 September 2022