General Terms and Conditions relating to the Purchase of Entrance Tickets for Events of RETRO Messen GmbH over the Internet

1. Subject-matter of the contract

These General Terms and Conditions govern the legal relations between RETRO Messen GmbH, Schoellstraße 7, 70599 Stuttgart, (Commercial Register B 745311, Stuttgart Local Court) – hereinafter "RETRO" - and its visitors regarding the ordering and purchase of entrance tickets to RETRO's events.

These General Terms and Conditions are directed at consumers within the meaning of Section 13 of the German Civil Code (BGB) as well as at traders within the meaning of Section 14 BGB. Consumer is any individual who enters into a legal transaction for a purpose that cannot be attributed to either their trade or their independent professional activities. Trader is an individual, a legal entity or a partnership with legal capacity who or which, when entering into a legal transaction, is acting in exercise of their trade or their independent professional activities. Trade visitors to specialised trade fairs are traders within the meaning of this provision.

The provisions apply to consumers as well as to traders unless indicated accordingly below.

By placing a purchase order, the visitor accepts these General Terms and Conditions as a binding basis of the contract.

2. Conclusion of the contract

When ordering tickets online, the visitor submits a binding offer for the conclusion of a contract. RETRO accepts the visitor's contractual offer, where applicable, by sending an email confirmation to the visitor.

The contract comes into existence as soon as the visitor has completed the ordering process and received the confirmation email, but no later than upon receipt or retrieval of the e-ticket.

In the case of specialised trade fairs, RETRO reserves the right to issue entrance tickets exclusively to trade visitors (traders) and to appropriately check the trade visitor status.

3. Payment

Payments are ordinarily made by credit card or paypal. In individual cases, RETRO may allow a different payment method (e.g. direct debiting or payment after receipt of an invoice). Corresponding information on the payment methods permissible for the respective event can be found on the online forms for the ordering of the e-ticket.

4. Personalisation

The entrance ticket purchased by the visitor entitles the person named on the ticket to visit the event. The entrance ticket shall not be sold on or otherwise transferred to third parties without RETRO's prior consent.

5. Liability

The warranty and liability shall be governed by the statutory provisions unless otherwise provided for below.

RETRO shall be liable for loss or damage other than mortal injury, physical harm and health damage only insofar as RETRO or one of its authorised agents has caused such loss or damage by acting with wrongful intent or gross negligence or by culpably breaching a material contractual duty that needs to be fulfilled in order for the contract to be properly implemented in the first place, and that the visitor may normally expect to be fulfilled. If a material contractual duty is breached by negligence, RETRO's liability shall be limited to the foreseeable loss or damage typical of this type of contract. There shall be no liability for damages beyond the foregoing.

6. Right to cancel

The right to cancel set out in the following section applies to consumers. There is, also in relation to consumers, no right to cancel in the case of the purchase of e-tickets for recreational activities for which a specific date or period is scheduled, e.g. show, concert or evening events.

7. Instructions on cancellation

Right to cancel

You have the right to cancel this contract within fourteen days without giving reasons. The cancellation period is fourteen days from the date of the conclusion of the contract. To exercise your right to cancel, you must inform us,

RETRO Messen GmbH
Schoellstraße 7
70599 Stuttgart
fax: +49 (0) 711 3403-2859
email: info@retro-messen.de,

of your decision to cancel this contract by sending us an unambiguous declaration (e.g. a posted letter, a telefax or an email). You may, but are not obliged to, use the attached specimen cancellation form (see appendix) for this. To keep to the cancellation period, you merely need to send a notification of the exercise of the right to cancel before the cancellation period expires. Consequences of cancellation If you cancel this contract, we shall promptly, no later than within fourteen days from the day when we receive notification of your cancellation of this contract, refund you for all payments we have received from you, including delivery charges (except for any additional charges that have arisen as a result of you having chosen a delivery method other than the lowest-priced standard delivery offered by us). For this refund, we shall use the same means of payment you used for the initial transaction unless otherwise expressly agreed upon with you. In no event shall you incur any fees in connection with this refund. Upon effective exercise of the right to cancel, the e-tickets concerned shall be blocked, meaning that it will no longer be possible to enter the respective event with these tickets. End of the instructions on cancellation

8. Return / cancellation

Apart from the right to cancel set out above, there shall be no right of return or cancellation for e-tickets in favour of the visitor unless the event is cancelled or postponed. In this case, the visitor shall be entitled to a refund for the purchase price paid for the e-ticket.

9. Copyrights

All copyrights are reserved. The content of this site must not be copied for purposes of trade or commerce or for distribution, nor may it be modified or used on other websites.

10. Data protection

As a rule, we collect and use the personal data of our users only to the extent necessary for the provision of an operational website and our content and services.

For details, please refer to our privacy statement, which also informs you of all your rights regarding your personal data.

11. Final provisions

Nuremberg is the exclusive place of jurisdiction in relation to traders, legal entities under public law and special funds under public law, insofar as this is legally permissible. In these cases, RETRO shall however also be entitled to bring an action at the opposing party's ordinary place of jurisdiction.

German law applies exclusively, excluding the uniform UN Sales Convention (CISG).

If individual clauses of these General Terms and Conditions are or become ineffective, this shall not affect the effectiveness of the rest of the contract. In this case, the relevant statutory provision shall apply instead of an unincorporated or ineffective provision.