

General Terms and Conditions & Data Protection Regulations

English Version

General Terms and Conditions

The following pages set out the general terms and conditions (“Terms and Conditions”) of BRIGHT GmbH & Co. KG, located at Luckenwalder Strasse 4-6, 10963 Berlin, Germany (“BRIGHT”). Further additional information and details about its incorporation and its legal representatives are set out in the section Imprint. The term “User” as used hereunder refers to visitors of our events and BRIGHT-websites and any such users accessing our websites respectively. These Terms and Conditions are the basis for the visit of our events as well as the use of our BRIGHT-websites and offers. You can also access, print, download and/or save these Terms and Conditions at any time through the following link: <http://brighttradeshows.com/downloads.html>

Users of BRIGHT-websites and our offers and visitors of our events are subject to these Terms and Conditions, our Data Protection Regulations, and any and all other terms and regulations applicable to our BRIGHT-websites, offers and events. If you continue to browse our BRIGHT-websites, or register through our BRIGHT-websites, or use our BRIGHT-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 BRIGHT in writing.

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.

Scope of the Terms and Conditions

The following Terms and Conditions apply to our BRIGHT-websites, offers and registrations for our trade fairs and other events. In this respect, the websites and offers of BRIGHT 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 BRIGHT-websites and the associated networks must not be damaged, deactivated, overloaded or otherwise adversely affected.

Registration for Events

Registration for events of BRIGHT is subject to the respective accreditation criteria set out by BRIGHT. In the course of the registration process and after validation of the User’s access authorisation as trade visitor, media representative, or as otherwise in fulfilment of our respective accreditation criteria, BRIGHT 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. Details and prices of registrations can be seen on the relevant BRIGHT-websites. Users are obliged to give correct and complete personal and company affiliation details as required for the registration. BRIGHT reserves the right to request appropriate proof to confirm the registration details of Users. The

transfer or circulation of tickets to third-parties is expressly prohibited.

Online-Ticketing

Only trade visitors (trade and business professionals) can order tickets for BRIGHT events online. Trade visitors must be 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 the buyer explicitly guarantees that he/she does so as an entrepreneur in terms of § 14 BGB.

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. Only in case an event gets cancelled, the nominal value of the ticket gets refunded. Tickets for events by BRIGHT may not be resold or otherwise transferred to unauthorized third parties.

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 separate confirmation of the order. By placing his order, the buyer of an online-ticket declares his consent with the invoicing and shipment by electronic means. There is no entitlement to hard copy invoices. BRIGHT holds no liability for invoices and input tax deductions not being acknowledged by the tax authorities unless BRIGHT is responsible for such nonrecognition. Furthermore BRIGHT 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 BRIGHT containing invoices as attached PDF-files must always be carefully stored and digitally archived.

Information

By registering for BRIGHT-events the User expressly consents as follows to being contacted by BRIGHT 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 BRIGHT 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:
BRIGHT GmbH & Co. KG
Luckenwalder Straße 4 – 6
10963 Berlin
Germany

Fax to: +49 (0) 30 62908550
Email to: office@brighttradeshow.com

Disclaimer

All BRIGHT-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. BRIGHT does not assume, however, any warranty as to correctness, completeness, accuracy and actuality of such information and details. BRIGHT 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 BRIGHT 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 BRIGHT. In no event, however, will BRIGHT be liable for costs and expenses incurred by the Users because an event is cancelled or cannot take place. Notwithstanding the foregoing, the statutory liability applies in cases of intent and gross negligence by BRIGHT. In other respects, BRIGHT shall only be liable in cases of minor negligence in accordance with the German Product Liability Act and in cases of damages resulting from loss of life, physical injury or detrimental effects on health, as well as in cases of violation a key contractual obligation required to render the proper execution of the contract at all possible, and adherence to which the User can normally expect (cardinal obligations), whereby the liability is limited to damages foreseeable and typical at the time of entering into the contract. Beyond that, any liability of BRIGHT is expressly excluded. This limitation on liability also applies in favour of any vicarious agents of BRIGHT.

Content / Intellectual Property Rights

BRIGHT and all websites of BRIGHT are protected under copyright law – © 2014 BRIGHT GmbH & Co. KG. 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

BRIGHT 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 herein below.

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 BRIGHT-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, BRIGHT 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.

I HAVE READ AND UNCONDITIONALLY ACCEPT THESE GENERAL TERMS AND CONDITIONS.

Last update: November 2016

Data Protection Regulations

Thank you for your interest in our company and our websites. These Data Protection Regulations shall provide guidance for the use and the protection of data that you transmit to us by visiting our events and using our websites. The protection of your data and your privacy is of particular importance to us and as a matter of course we comply with all relevant statutory provisions and regulations for data protection. In the sections below we would like to provide you with some information as to how we ensure the protection of your data and which data we collect through our websites for specific purposes:

Access Data

By accessing our websites, BRIGHT GmbH & Co. KG ("BRIGHT") receives the following access data which is stored for protective purposes and that generally allows us to identify you: (1) the country from which you access our websites; (2) the website through which you access our websites; (3) the respective search term if you access our websites through a search engine; (4) our specific websites you access during your visit; (5) your Internet Service Provider; (6) your browser as well as your operating system which you use to access our websites; (7) the files which you download from our websites; and (8) the duration as well as the date and time of your visit on our websites. We may analyse this access data to optimise offers of BRIGHT as a whole and to personalise content on our websites for your benefit, e.g. by recognising you as a return visitor on our websites through allocation of an existing data set.

Personal Data

Personal data is information that may be used to determine your identity and that is required for our contractual services, and to verify your identity in connection therewith. Personal data includes information such as your family name, first name, gender, date of birth, your language(s), your postal address, your e-mail address as well as your company and your position within your company. In principle we will only save your personal data in addition to your access data if you voluntarily provide us with such information, e.g. in the process of a registration, in particular, but not limited to trade fairs, exhibitions, conventions, events including respective follow-up events or in connection with the use of any other services offered by us or our holding company Premium Exhibitions GmbH, a survey, a contact inquiry, an application for newsletters, or a prize competition. In addition, we will use your personal data only to the extent necessary and only for legally permissible purposes, and for purposes for which you have given your consent. By entering your data you decide voluntarily what data we receive about your company or yourself. Registration through our BRIGHT-websites or through another registration tool provided by us or by our service partners is reserved for persons of legal age.

Purpose of the Collection of Data

We collect, process or use data for the purpose of the activities and services of BRIGHT, in particular for the organisation and administration of respective trade fairs, exhibitions, conventions, and other events and business transactions in connection therewith, in connection with your trade fair visit and accompanying service offers, for information purposes, for advertising related to trade fairs, exhibitions, conventions, and other events as well as follow-up events, for the participation in customer surveys and for the purpose of market research and opinion surveys. By registration through one of our website or in the context of trade fairs, exhibitions, conventions, and other events you furthermore give your separate consent that the data (as described above under "Access Data" (1) – (8), including your IP address generated during the onlineregistration process) may be used for the purposes referred to above.

Transfer of Data to Third Parties

In order to accomplish our contractual obligations and services we transfer some of your data to associated companies of BRIGHT, to selected organisers and promoters of national and international trade fairs, exhibitions, conventions and events (e.g. to make the registration process easier and to avoid multiple-registrations), to exhibitors of our trade fairs and events, and to selected partners that may, inter alia, process your personal data on our behalf, provided that we have mandated said partners to process such data by way of a data processing agreement. Such obligations and services include, inter alia, ticketing for our trade fairs and events, mailings, services in connection with exhibition stands, and entries in catalogues.

In addition, BRIGHT as well as our subsidiary company Bright GmbH & Co. KG, exhibitors and selected partners shall have the possibility to access your personal data via electronic devices with scanning function and use, process and save any such retrieved personal data to the extent reasonably required for the respective obligations and services if you allow for the scanning of your ticket, and you may, inter alia, receive offers that may be personalised in relation to your special interest so provided by you in

your registration, always provided that you allow the respective parties to scan your ticket. It is your free and voluntary decision to allow other parties to scan your ticket. If you allow that your ticket is scanned, you give your explicit consent that the party scanning your ticket (in particular exhibitors) may receive direct access to the data you have provided during the registration process (structural data), except for bank details and credit card information. We shall only be entitled to transfer your personal data to third parties for other purposes than set out above in connection with order data processing as well as in individual cases provided that you have given your prior consent, or to state institutions and authorities within the scope of statutory or judicial obligations. By allowing others to scan your ticket you also give your consent that you may be contacted by the party scanning your ticket in relation to your visit at the trade fairs and events (analogous to providing third parties with a “digital business card”).

Links

Our websites may at times contain links or connections to other websites, e.g. external websites and offers of our partners. We take reasonable care to check such links whereby such external websites usually have separate and individual data protection regulations. Therefore we make expressly clear that we are not responsible or liable for data protection regulations of external websites. Please consult the individual data protection policy of the respective website or the website operator for more information. We are not responsible or liable for content on websites to which we link. Furthermore, BRIGHT is not responsible or liable for content on websites with links to our websites.

Marketing

BRIGHT and our holding company PREMIUM Exhibitions GmbH respectively as well as our exhibitors and partners may use collected data for own marketing purposes provided that you have expressly consented to such respective uses. Please consult our General Terms and Conditions for further information. Notwithstanding the foregoing we may pass on your data to third parties BRIGHT has mandated to process data in connection with our BRIGHT-services or our BRIGHT-newsletters.

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:
BRIGHT GmbH & Co. KG
Luckenwalder Straße 4 – 6
10963 Berlin
Germany
Fax to: +49 (0) 30 62908550
Email to: office@brighttradeshow.com

Use of Cookies

In some areas of our websites we use “cookies”. Cookies are small text files created as protocols during your visit to our websites and stored by your browser on your computer. Our cookies do not contain specific personal data. You may change the functions in your browser so that your browser informs you about cookies, or accepts or declines cookies. Please check the individual setting possibilities of your browser. Most browsers are pre-set to automatically accept cookies, and we reserve the right that BRIGHT-websites may only be fully and properly functioning when cookies are unconditionally accepted.

Improvement of Content through Analytics Service

In order to improve our online-services our websites use, inter alia, Google Analytics, a web analytics service provided by Google, Inc. (“Google”). Google Analytics uses cookies to help analyse how users use the websites. The information generated by cookies about your use of our websites will be transmitted to and stored by Google on servers in the USA. In case of activation of the IP-anonymisation, Google will anonymise the last octet of the IP address for Member States of the European Union as well as for other parties to the Agreement on the European Economic Area. Only in exceptional cases the full IP address is sent to Google servers in the USA and shortened there. On behalf of the website provider Google will use this information for the purpose of evaluating your use of our websites, compiling reports on website activities for website operators and providing other services relating to website activities and internet usage to the website provider. Google will not associate your IP address with any other data held by Google. You can prevent Google’s collection and use of data (incl. your IP address) by downloading and installing the browser plug-in available under the following link: <https://tools.google.com/dlpage/gaoptout?hl=en-GB>. Please note that we use the tool “anonymizeIP” on our websites to ensure an anonymized collection of IP addresses by Google Analytics.

Further information concerning the terms and conditions of use and data privacy can be found under the following links:

<http://www.google.com/analytics/terms/gb.html>

https://www.google.de/intl/en_uk/policies/

Information about the Use of Social Plugins

In some cases we also use social plugins on our websites, e.g. from the social networks “Facebook”, “Google+”, “Twitter”, or “YouTube”. The plugins are, for example, identified with the companies’ logo, comment fields or what are known as “Like” or “+1” buttons. The plugins are often technically operated in the USA or in other countries outside Germany and the European Union, and some are offered via national companies in the European Union. For information about individual social networks or its providers, please visit their respective websites, e.g. www.facebook.com, www.google.com, www.twitter.com, www.youtube.com, etc.

If you open one of our websites in your browser containing such a plugin, your browser may create a direct connection to servers of the respective provider in the country concerned. In such cases, by incorporating the plugins the provider is given at the least the information that you have visited a certain page on our websites, and potentially

further additional information that your browser or the end device you use also may disclose. The content of the plugin is loaded by your browser directly from the provider and incorporated into our websites. If you are registered and have logged in with the provider concerned, your visit can also be assigned to your respective user account. If you interact with a plugin, e.g. if you click on the “Like” button or enter a comment in a form field, your browser will also transmit this information directly to the respective provider where it will be saved and possibly continuously be used and published. Above all, marketing measures of the respective provider and BRIGHT are the reason for the collection and use of the data as herein described. You can find further details about this as well as information in relation to your rights and methods by which you can prevent the collection and use of your data in order to protect your privacy in the privacy policies of the respective providers.

If you do not wish a provider to collect your data through our websites you must deactivate the plugins in your browser. If you wish to avoid a link to your user account of a social network you must log out before your visit to our website. If you are not a member of a social network the respective provider may nevertheless track and save your IP address, or place permanent tracking information on your end device, e.g. through cookies, and may analyse your data when you return to the respective website of the provider. By visiting our websites you give your approval to the above provisions.

Right of Revocation / Access Right / Correction / Deletion of Data

Legislature has established a variety of statutory laws and regulations with respect to retention periods and data storage obligations. We will delete your respective data upon expiration of the statutory deadlines. As a matter of course your data will also be deleted if it is no longer required for the intended purpose. According to applicable statutory law you are in addition thereto entitled to revoke your consent for future use of your personal data at any time, and to receive free information about your saved data and, if applicable, you are entitled to request correction, blocking or deletion of your data. Upon receipt of your written request we will promptly correct your personal data, or stop using your personal data, or delete your personal data. Excluded therefrom is data (incl. your IP-address) whose rectification, blocking or deletion would conflict with statutory retention periods, retention periods under the memorandum and articles of association or contractual retention periods, as well as data necessary for the establishment, substantive arrangement or alteration of your contractual relationship with us, or data that needs to be stored for billing purposes or due to other legal reasons for a longer period, e.g. in order to prevent fraud. Notwithstanding the foregoing, we may retain information as long as it is necessary and relevant for our operations. We reserve the right to fully or partially delete or suspend your registration in case of misuse or suspicion of unlawful or illegal acts.

Contact for Data Protection Issues

In case of questions about our Data Protection Regulations please contact us by post or e-mail:

BRIGHT GmbH & Co. KG
Luckenwalder Strasse 4-6
10963 Berlin
Germany
office@brighttradeshow.com

We reserve the right to change or amend our Data Protection Regulations at any time in compliance with applicable data protection laws and regulations if necessary under legal aspects or due to revised security or data protection measures. We therefore advise you to regularly visit this website to make yourself familiar with any changes of our Data Protection Regulations. If you continue to use our BRIGHT-websites after we have changed or amended our data protection regulations, you thereby accept the updated version of the Data Protection Regulations. We further reserve the right to send you messages to notify you of any such changes and/or amendments.

BY YOUR REGISTRATION THROUGH BRIGHT OR YOUR VISIT OF OUR TRADE FAIRS AND/OR EVENTS RESPECTIVELY, AS WELL AS YOUR USE OF OUR WEBSITES AND/OR ONE OF OUR OFFERS AND/OR SERVICES YOU GIVE YOUR EXPRESS CONSENT TO OUR DATA PROTECTION REGULATIONS. OTHERWISE YOU SHOULD NOT CONTINUE TO USE OUR WEBSITES OR THE OFFERS AND/OR SERVICES OF BRIGHT.

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