

General Terms and Conditions

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: [Terms and Conditions](#).

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 as well as to correct inaccurate entries. 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: hello@brighttradeshows.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. 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.

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: 7 May 2018