

General Terms and Conditions of Use for visitor and workshop registration to boerding exhibitions and events

These General Terms and Conditions of Use (hereinafter referred to as the "Terms") apply to the electronic ordering of all types of entrance tickets and workshop tickets (hereinafter referred to as "Entrance Tickets") of the company boerding exposition SA, Firststr. 15, CH-8835 Feusisberg (hereinafter referred to as "boerding" or "Event Organiser") from the relevant website of the event (hereinafter referred to as "Website").

boerding reserves the right to change these Terms at any time, in which case such changes shall become effective as soon as they are published on this Website. boerding also reserves the right to discontinue or change the Website in whole or in part at their own discretion and without any prior notification.

When placing an order, the Customer or purchaser of the Entrance Tickets (hereinafter referred to as "Customer") acknowledges these Terms. Any deviating conditions of the Customer are not valid. Admission to the specialist exhibition is included in the workshop participation fee.

The Entrance Tickets can only be prepared using the Print@Home method. The Print@Home method involves the Customer printing his ticket out himself which saves time and money. The Customer only needs a conventional printer and normal DIN A4 paper. For this purpose, boerding shall send the Customer an e-mail when the order and/or purchase is received to the e-mail address received on registration, attaching the ticket in PDF format.

1. Contractual parties

boerding, as the organiser of the events offered, also issues the Entrance Tickets. Through the free order or purchase of Entrance Tickets, contractual relationships come into being exclusively between the respective Customer and boerding exposition SA.

2. Contract conclusion

The Customer submits his offer to conclude a contract by clicking on the relevant button to send off the offer he has entered on the order form, in particular the relevant type of Entrance Ticket (day ticket, season ticket, number of workshops), his correctly entered e-mail address and invoice address as well as all the necessary data required for the processing of payment.

When the order (in the case of free Entrance Tickets) or the purchase and online payment has been successfully received, the Customer receives a confirmation message by e-mail from boerding and at the same time PDF documents to print out the Entrance Tickets using the Print@Home method on his home PC. If the method "purchase by invoice" is available, the Entrance Ticket is only sent when payment has been received.

Special features of workshop bookings:

Due to the limited number of participants of 30 people per workshop, early registration is requested. There is no participation entitlement in the event of overbooking. Registrations are considered in the order in which they are received.

The Event Organiser reserves the right to make changes to the programme. If a particular workshop cannot take place and it is possible to participate in another workshop, the workshop booking can be changed if the participant wishes to do so and in agreement with the Event Organiser on site. If a transfer to another workshop is not desired or is not possible, the paid participation fee shall be refunded. Any further claims shall be excluded.

3. Return of paid Entrance Tickets / Right of revocation

a.) For Exhibition Entrance Tickets

There can be no exchange or refund of purchased, stolen, damaged or destroyed Entrance Tickets. Every order of Entrance Tickets is binding immediately after confirmation by boerding and obliges the Customer to accept and pay for the ordered Entrance Tickets. If the Customer is prevented from taking part, he can send a substitute participant in his place.

The only exception to this is in the case of (a) cancelled or (b) postponed events. In such cases, the original Customer is entitled to a refund of the price actually paid. Entrance Tickets do not need to be returned in such cases but will be automatically declared as invalid. If boerding receives information about cancelled or changed event dates, boerding will immediately inform the Customer of this by e-mail as long as the Customer has entered a valid e-mail address on ordering. Any further claims shall be excluded.

If an Entrance Ticket is lost, a refund of the purchase price is not possible. If the Print@Home ticket is not delivered due to a defective e-mail address, please contact info@boerding.com, we will contact you immediately and initiate a renewed despatch to the correct address.

b.) For workshop tickets

In contrast, the following provision applies to the return or cancellation of workshop tickets - cancellation fees amount to 100 % of the workshop ticket price from 26.08.2015, prior to this CHF 40.00 incl. VAT per booked workshop. There can be no refund of the participation fee if the workshop ticket is not used. We would be happy to accept the

designation of a replacement participant without additional costs. The Event Organiser is to be given the name of the replacement participant.

4. Prices and ban on commercial use

The prices for Entrance Tickets are always subject to change, contain the statutory Swiss VAT of 8 % and are available for viewing on the relevant Website.

The purchase of Entrance Tickets with the purpose of resale is generally prohibited.

5. Payment conditions

The full amount including VAT is due for payment immediately after the conclusion of the contract. Payment for online orders of Exhibition Entrance Tickets can be made via Saferpay (Visa and Mastercard Acceptance) or PayPal. Settlement of workshop ticket bookings can either be made via online payment or by purchase on account.

If the Customer does not wish to take advantage of this payment option, it is not possible to pre-register online for paid Exhibition Entrance tickets. The Customer still has the chance to register at the exhibition itself on the day of the event and to pay there and then by cash or by credit card, but will then not benefit from the Print@Home function, more favourable prices and fast-track admission to the exhibition.

The Entrance Tickets shall remain the property of boerding exposition SA until they have been paid in full. If a payment is debited, the tickets will be automatically declared void.

The Customer does need an own PayPal account to pay by PayPal. For further information on the PayPal payment system, please see <http://www.paypal.com/ch>

All amounts are immediately due for payment without deduction on conclusion of the contract.

If the purchase is made on account, the invoice amount is immediately due on receipt of the online invoice. The payment is to be made without deduction on receipt of the invoice.

The invoice is issued by boerding exposition SA (boerding messe AG), Firststr. 15, CH-8835 Feusisberg, CHE-113.298.878 VAT. The respective invoice shall be sent to the Customer as a PDF file after the message confirming the order. When ordering Entrance Tickets, the Customer declares his consent to the invoice being created and sent electronically. The Customer is not entitled to receive a paper invoice. If you have any questions regarding payment and/or the invoice, please contact boerding exposition SA direct (e-mail to: buchhaltung@boerding.com).

6. Admission only for trade visitors/trade participants

Events organised by boerding exposition SA are only intended for trade visitors/trade participants. The Event Organiser therefore reserves the right to make an appropriate check on trade visitor status and to deny admission to visitors with another profession. This also applies after registration if an Entrance Ticket has already been acquired online. In such cases, we charge a transaction fee of CHF 15.00 for the refund of the Entrance Ticket.

7. Print@Home method (valid for all ordered/purchased Entrance Tickets)

The despatch of the Entrance Tickets is carried out at the Customer's risk and is sent together with the confirmation mail at the time the contract is concluded by e-mail as PDF file(s), and in the case of payment on account after payment has been received by the Event Organiser.

The customer undertakes to check the Entrance Tickets for correctness and completeness immediately after receipt of the PDF documents, i.e. especially the name of the event, the date, time, price and number, participant's name and to report any complaints. If complaints are made to boerding in writing by email within 7 working days (e-mail to: info@boerding.com), the Customer shall then receive a replacement free of charge against return of the Entrance Tickets already sent as a PDF because Entrance Tickets are personalised and not transferable.

The delivery of the ordered Entrance Tickets using the Print@Home method is carried out by the Customer himself by printing out the Entrance Tickets sent to the Customer electronically. The Customer is only permitted to make one print copy of every Entrance Ticket for the purpose of its intended use; apart from that, he is not entitled to reproduce, copy or change the printed version of the Entrance Ticket - in whatever form.

A Print@Home Entrance Ticket that has been copied or resold without authorisation does not entitle the holder to visit the event. The barcode on the document which can only be used once is electronically invalidated by the barcode scanner at the event. It is therefore impossible for other people with the same barcode to gain access to the event by copying the barcode for example.

Should copies appear of this Print@Home entrance ticket, boerding reserves the right to deny admission to the holder of the copies or the holder of the Print@Home entrance ticket that has been copied without authorisation.

Furthermore, boerding reserves the right to demand the total value of the copied Print@Home Entrance Ticket from the Customer whose ticket was copied without authorisation. boerding shall not be liable for any inconvenience caused by unauthorised copying or misuse of Print@Home Entrance Tickets.

The Print@Home Entrance Tickets should be kept like cash or conventional tickets in a safe place to prevent misuse. The Event

Organiser cannot be held liable for the loss and/or misuse of the Entrance Tickets.

8. At the event location/on site at the exhibition

a. Sound and video recordings, photographs

It is prohibited for trade visitors to take photographs or make sound and video recordings at the event location for copyright reasons.

Should photographs be taken and/or sound recordings made by boerding employees or persons instructed by boerding to do so during the event, visiting the event of boerding exposition SA authorises unlimited usage and publication rights for photographs, sound and video recordings on all sales and distribution channels.

b. Name badge

Entrance Tickets are personalised and consist of an information part and a name badge. The name badge identifies the trade visitor on site, entitles the holder to be admitted to the event and must therefore be worn in a visible place. It contains the following personal data from the online order via the Website: first name, last name, position and company name. Part of the name badge is a barcode entitling admission to the event which is checked and invalidated by boerding exposition at the exhibition site using a barcode scanner.

A second component is a QR code with vCard, containing the visitor's electronic business card with his personal data from the online registration in an encrypted form, this specifically includes company name, street, postcode, town/city, country, form of address, title, first name, last name, position, e-mail address and telephone number supplied on registration.

9. Liability, Damages

boerding is only liable to an unlimited extent for damage or loss incurred by the Customer and/or registered person if these can be attributed to intentional or grossly negligent behaviour. In case of slightly negligent breaches of duty, boerding is only liable for a breach of one of its material contractual obligations. In this case, boerding's liability is limited to the damage or loss typical for this type of contract and that which is direct and foreseeable on conclusion of the contract. This also applies to breaches of obligations by legal representatives and/or vicarious agents of boerding. Liability arising from culpable injury to life, limb or health shall remain unaffected by this limitation of liability.

boerding shall endeavour, as far as is technically possible, to keep the operation of the Website free of errors and interruptions but cannot guarantee this. Neither can boerding guarantee that the Website will be free of viruses or other sources of disruption. Liability for this is also excluded.

10. Use of this Website

The Customer undertakes to use this Website exclusively to obtain Entrance Tickets. Deep linking to this Website, for whatever purpose, is strictly prohibited without express permission. The Customer undertakes not to use any robot or spider software and not to try and monitor or copy this Website and its content using any other method - whether automated or manual. He also undertakes not to disrupt the proper functioning of this Website, by whatever means, particularly not by deliberately overloading the system infrastructure of boerding Messe. boerding shall pursue any illegal and/or unauthorised use of this Website, especially unauthorised Entrance Tickets, unauthorised framing or linking of the Website or the unauthorised use of any robot, spider or other software and shall take appropriate steps under civil or criminal law.

11. Court of Jurisdiction and Applicable Law

The mutual rights and obligations arising from this contractual relationship are subject to Swiss law. The place of jurisdiction is Feusisberg.

12. Final provisions

If any individual provisions in these Terms are ineffective or become ineffective, this shall not affect the effectiveness of the remaining provisions. Instead of the ineffective provision, a provision will be used in this case which comes as close as possible to the commercial intention of the ineffective provision in a manner permitted by law.

Notes on handling customer data (data protection statement)

The personal data entered by the Customer on this Website shall be used to contact the Customer by e-mail and - if the Customer has consented to receive the newsletter during registration - to keep him informed about the event. boerding advises the Customer that his data will also be saved on the boerding computer system to the required extent and used for further processing, for the purpose of contract management (invoicing, note on receipt of payment, automatic creation of Print@Home ticket) and the execution of the event (the checking and identification of the Customer and the invalidation of the Entrance Tickets at the event location) in accordance with the provisions of data protection. Customer data shall not be passed on to third parties!

boerding exposition SA (boerding messe AG)
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