

# Terms and Conditions (Cash Desk)

**General terms and conditions of the Xmas Con concerning the purchase of entrance tickets for the Xmas Con Convention at the cash desk.**

## **1. Scope of application**

1.1 Exclusively these Ticket GTC, that the customer accepts by purchase or use of tickets shall apply to the purchase and use of admission tickets (tickets). This does not apply for orders on the Internet and the official ticket exchange for tickets. For the latter the respective ticket GTC stated at the time of ordering shall apply.

1.2 The contractual partner for all ticket orders for the Xmas Con Convention listed in these T&Cs is Xmas Con (Authorized representatives "Anime Conventions Maik Schewe").

## **2. Discounts, complaints and payment terms**

2.1 Orders at the cash desk shall be executed only against cash. The level of the ticket price shall be in accordance with the price list current from time to time.

2.2 Children under 10 years of age, severely disabled persons receive a discount of 50% at the cash desk. Double discounts are not given. Children under 6 years of age receive free entry.

2.3 In case of sold out of all tickets for the event, the Xmas Con is able to exclude further participants from attending the event.

## **3. Return and reimbursement of tickets, loss**

3.1 Return of tickets and reimbursement of admission price are excluded, except where the event does not take place for reasons for which the Xmas Con is responsible, or is postponed or moved to another venue or cancelled. In this event reimbursement is made only on production of the original ticket. Processing and dispatch costs are not reimbursed. Lost tickets will not be replaced.

3.2 In the case of an event that is to take place subject to complete or partial exclusion of spectators according to the proviso of a competent association or a competent authority, the Xmas Con may rescind the contract for the purchase of one or more tickets for the affected event. In this event reimbursement is made only on production of the original ticket. Processing and dispatch costs are not reimbursed.

3.3 Even where the Xmas Con offers tickets by distance communications within the meaning of S.312c ss. 2 German Civil Code (Bürgerliches Gesetzbuch or "BGB"), there shall be no distance contract under S.312g ss.2 no.9 BGB. Accordingly there is no two-week right to revocation and refund.

## **4. Use and resale of tickets, contractual penalty**

4.1 For safety related reasons, to achieve a widespread supply of tickets at socially acceptable prices and to prevent resale of tickets at inflated prices, in particular to avoid ticket speculation, the Xmas Con can restrict the resale of tickets.

4.2 The customer undertakes and expressly guarantees to purchase and use the tickets exclusively for private purposes. Purchase for commercial or business (i.e. for profit) resale is not permitted. The customer is in particular prohibited from a) offering tickets for sale publicly, in auctions (in particular on the Internet, e.g. on AnimeXX or Facebook), b) reselling tickets at a price higher than the price paid, c) reselling tickets regularly and/or in a greater number, d) selling or passing tickets to commercial or business resellers and/or ticket agents, e) using or permitting use of tickets for business or commercially without the prior written agreement of the Xmas Con, in particular for advertising purposes, marketing, as a bonus, as promotional giveaway, as a prize or as part of an

unauthorised hospitality or package holiday, f) passing tickets to persons who have been banned from the location, where the customer was or must have been aware of this circumstance.

4.3 If the Xmas Con finds that the customer has breached one or more of the rules in clause 4.2 the Xmas Con can suspend the respective tickets and refuse the customer/ticket holder admission to the location without compensation or expel the customer from the location, refuse future sales of tickets of any kind to the customer, ban the customer from the premises, and demand payment for each breach of clause 4.2 of a reasonable contractual penalty in the maximum sum of EUR 2,500. The precise level of the contractual penalty will be determined by the Xmas Con in the individual case in its reasonable discretion and in the event of a dispute its reasonableness will be examined by the competent court. The contractual penalty will be credited against any claims for damages by the Xmas Con arising from the breach. The Xmas Con reserves the right in such case to report in an appropriate manner on the incident including naming the customer, in order to prevent future use of the tickets in breach of contract. In addition to the possible sanctions the Xmas Con may require the customer to pay to it any proceeds or profits achieved from the unauthorised transfer of the tickets in whole or in part. The Xmas Con will use the recovered proceeds or profits to benefit social purposes. The Xmas Con reserves the right to make additional civil and criminal claims.

#### **5. Admission to the event, right to protection of one's own image**

5.1 Attendance at and in the location is at ticket holder's own risk. The regulations of the "Kongresshaus Rosengarten" in Coburg are binding. Instructions given by security personnel and other staff members must be followed. The regulations, location rules and other provisions of the "Kongresshaus Rosengarten" in Coburg are available at:

<http://www.coburg-kongress.de/images/download/agb/hausordnung-kongresshaus-rosengarten.pdf>  
(only in German, contact us if you need help).

5.2 A ticket holder is only entitled to admission to the location when he/she holds a valid or electronically activated ticket and carries if needed a valid suitable means of identification. Both documents must be shown on demand of the Xmas Con and/or the security staff.

5.3 Each ticket holder irrevocably consents to the unpaid utilisation of his/her image and voice for all current and future media for photographs, live transmissions, broadcasts and/or recordings of image and/or sound that are produced by the Xmas Con or its agents in connection with the event.

5.4 In the interests of safety and an orderly and smooth running of the event the ticket holder is under a particular obligation to follow the directions of the Xmas Con, security staff and the location management in the location, in particular on request, for which there are objective reasons, to move to a seat; in this event there shall be no right to compensation. Carrying banners is only permitted with the consent of the Xmas Con, bringing cameras and other image/film- and sound- recording devices for the purposes of commercial use is prohibited. Spectators appearing to be under the influence of alcohol forfeit their right to enter the location. Breaches of the ticket GTC and/or the location rules shall be punished by expulsion from the location without reimbursement of the entry charge.

5.5 The Xmas Con can refuse access to the location where the proof run on the tickets (barcode, QR code, serial numbers, shopping basket or purchaser identification) has been manipulated and/or damaged or the barcode /QR code has already entered the electronic access system, where the Xmas Con is not responsible for this.

#### **6. Liability**

6.1 The Xmas Con shall be liable in the scope of this contract in the event of a statutory or contractual liability to compensate for damage or futile expenditure caused by the Xmas Con, its lawful representatives or vicarious agents, in the case of intent or gross negligence. In the case of a minor negligent breach of a material obligation or of a secondary obligation, the breach of which jeopardises the achievement of the contractual purpose or the fulfilment of which enables the proper

implementation of the contract and the fulfilment of which the customer was entitled to rely on (hereinafter "Material Subsidiary Obligation"), the liability of the Xmas Con shall be restricted to damage typical to the contract and foreseeable at the time of conclusion of the contract. The Xmas Con shall not be liable for minor negligent breach of contractual subsidiary obligations that are Material Subsidiary Obligations.

6.2 Claims for culpable causation of damage to life, limb or health, under the German Product Liability Act (Produkthaftungsgesetz), for fraudulent misrepresentation, based on a quality guarantee assumed by the Xmas Con or for a procurement risk assumed by the Xmas Con are not affected. The limitation of liability extends also to the personal liability of the lawful representatives and vicarious agents of the Xmas Con.

6.3 The use of all event activities is at your own risk. The participant has to inform the Xmas Con about existing pre-existing conditions, whose symptoms can be amplified or triggered by excitement or light effects (e.g., epilepsy or cardiac / circulatory diseases).

#### **7.0 Force majeure, industrial action**

In the event of force majeure and industrial action (lockouts and strikes) that leads to withdrawal of a service, the Xmas Con are entitled to withdraw from the contract.

#### **8. Data protection, credit check**

8.1 The Xmas Con strictly adhere to applicable data protection laws. The Xmas Con will only use the data within the scope of legal provisions, such as contractual transactions or to inform the customer of products or services that are similar to previously ordered products or services. You may revoke your consent at any time to any use and transfer of your personal data by us for commercial purposes or for the purposes of market or opinion research. Reminders of the customer's right of revocation will be attached to all promotional materials.

8.2 In justified cases addresses and solvency data will be shared with credit rating agencies in order to perform a credit check. The service providers will only receive access to such personal information required to fulfil the relevant assessment.

#### **9. Place of performance, jurisdiction**

If the contractual partner is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a public law special trust, if it has no general place of jurisdiction in Germany or if the address or normal place of residence is unknown at the date that legal action is initiated, the sole place of jurisdiction for all disputes arising from and in connection with the contractual relationship and the place of fulfilment for payments, deliveries and services shall be the registered office of the Xmas Con in 96523 Steinach, Germany.

#### **10.0 Applicable law, subsidiary agreements**

Current legal provisions where the customer normally resides apply. Otherwise, German federal law applies.

10.1 No verbal subsidiary agreements have been made. Changes to these terms and conditions must be submitted in written form. Transmission email does not satisfy the written form requirement. Ticket orders or additional questions concerning ticket sales can be submitted to the Xmas Con using the following contact information links:

» [Imprint](#)

» [Contact Form](#)

10.2 Should any individual provisions of the above terms and conditions be or become invalid or unenforceable, this will not affect the validity of the contract as a whole nor the remaining provisions.

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