

## **General Terms and Conditions of TOCA ME by Crea & Merce GmbH for the purchase of conference tickets**

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### **1) SCOPE OF APPLICATION**

*The following general terms and conditions apply to all contracts regarding the sale of entrance tickets between TOCA ME represented by Crea & Merce GmbH (hereinafter ,TOCA ME‘) and the purchaser of entrance tickets (hereinafter ,the customer‘). Counter-confirmations by the customer referring to his own general terms and conditions of trade or purchase are hereby contradicted. Divergences from the general terms and conditions of TOCA ME are effective only if such divergences have been confirmed by TOCA ME in writing.*

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### **2) PURCHASE OF ENTRANCE TICKETS**

*Entrance tickets are personalized. Each customer is entitled to purchase only one entrance ticket to be issued in his own name. Entrance tickets cannot be transferred unless TOCA ME explicitly authorizes the entrance ticket holder to do so. The customer has to be at the age of eighteen (18) or older in order to be able to purchase an entrance ticket. He has to be able to present a proper proof of identity showing his age at the event. Failure to do so automatically leads to forfeiture of access, blockage of the entrance ticket, and exemption of refund. there is no legal claim for purchase of an entrance ticket.*

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### **3) CONTENTS OF THE EVENT**

*TOCA ME reserves the right - for reasons beyond its control - to alter the timing of the program or the content of the event or to substitute alternative presenters without prior notice. The entire event will be held in english language.*

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### **4) RESPONSIBILITIES OF THE CUSTOMER DURING THE EVENT**

*Dangerous objects such as gas cartridges, pyrotechnical items, torches, fire arms of any kind or objects that can be used as projectiles (especially cans and bottles) must not be brought onto the event's premises. Tape recorders, video or photo cameras may only be brought or used with the explicit permission from TOCA ME. TOCA ME reserves the right to be shooting video including audio and taking images during the event. With the registration the customer grants TOCA ME the right to use this material for documentation and future marketing purposes.*

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## 5) LIABILITY

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*TOCA ME is liable without limitation for damages caused with intent or by gross negligence, in the event of malicious non-disclosure of defects, in the event of the acceptance of a procurement guarantee, for claims based on the product liability law as well as for bodily injury. For other damages, TOCA ME is liable only in so far as a duty the observance of which is of particular importance for the attainment of the purpose of the contract is neglected and in so far as the damages are typical and foreseeable by virtue of the contractual use of the goods. In such case, liability is limited to the sum of twice the order value of the goods. Any further liability - particularly for damages not incurred to the goods themselves, for loss of profits or other economic loss - is ruled out.*

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## 6) LEGAL VENUE

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*The legal venue for all disputes arising from this contract is Munich, Germany when the contracting parties are merchants, legal entities or special assets under public law, or when at least one of the contracting parties does not have a general legal venue in the Federal Republic of Germany, or when after conclusion of contract the party moves its domicile or habitual abode outside the Federal Republic of Germany, or when its domicile or personal abode is unknown at the time of commencement of action. Alternatively, TOCA ME is also entitled to bring action at the general legal venue of the customer. The place of performance for all obligations arising from this contract is Munich, Germany.*

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## 7) APPLICABLE LAW

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*The law of the Federal Republic of Germany applies exclusively. International standard law is excluded.*

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## 8) LANGUAGE OF CONTRACT

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*Language of contract is English.*

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## 9) CHANGES OF CONTRACT

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*All changes or amendments of this contract need to be in written form in order to be valid. This also applies for an agreement concerning the rescission of the written-form-requirement.*

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## 10) CONCLUDING CLAUSE

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*Should one or more provisions of this contract be or become invalid wholly or partly, the contract shall otherwise remain effective. Invalid provisions shall be replaced by new provisions corresponding as closely as possible to the commercial purpose intended by the parties to the contract.*