

# Conditions for Attendees of Interzoo.digital 2021

## 1 Event, Attendees

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### 1.1 Event

Interzoo - the leading international trade fair for the pet sector - is taking place digitally in 2021 i.e., virtually, without any physical presence, between 1 June 2021 (9 o'clock) and 4 June 2021 (midnight) (live phase). There may be a soft opening in advance and a post event phase after the end of the live phase. The dates and times relate to the time zone Berlin, Europe, i.e., Central European Time (CET), taking into account the summer and winter time regulation that applies to this time zone. There is no entitlement to attendance. Attendee interaction will only take place using electronic communications on the platform. This platform includes all web pages reached after the login; it is irrelevant here if these are pages that can only be reached by certain persons, e.g., to administer attendee profiles, or if these are pages to which all logged in persons have access. The platform is referred to as the "Event" in the following.

Interzoo is reserved exclusively for trade visitors and is aimed at trading companies that stock pets and/or pet supplies, manufacturers of pet food and accessories, veterinarians, official agencies and commercial users, such as pet clinics, non-medical pet practitioners, boarding kennels and grooming salons.

### 1.2 Organizer, Event Material

The Organizer is Wirtschaftsgemeinschaft Zoologischer Fachbetriebe GmbH (WZF), Mainzer Strasse 10, 65185 Wiesbaden, Germany, wzf@interzoo.digital, www.zzf.de.

### 1.3 Attendees; Attendee Material

**Attendees** include you, because after registration as an attendee and receipt of the access data and using the password sent to you for one session (also called a "Token") you can log in to the Event.

### 1.4 Login

Attendance of the Event is only accessible via the access provided by the Organizer and only via the internet as well as only for the phases of the Event. The functionalities shall be provided exclusively via the Event, in particular, viewing streams or participating in chats can be selected exclusively via the Event and started by the functionalities provided there, however, under no circumstances outside the Event. The services of the Event can only be utilised on the resources provided for the Event, e.g., click buttons and/or other functionalities, e.g., profiles, upload and/or download possibilities. It is in particular not possible to instruct the Organizer outside the Event by email or in any other form to execute functionalities and/or services of the Event.

### 1.5 Deactivation on security grounds

The Organizer may deactivate the Event or individual services and/or functionalities on security grounds (e.g., if this is necessary to rectify gaps in security) or to prevent breaches of obligations of the attendee pursuant to these conditions.

### 1.6 Delimitations

The Organizer shall not accept any warranty towards the attendee for

- the availability of the Event and that it can be accessed or is error-free in its contents and technically, in particular maintenance, security or capacity matters, as well as incidents that are not within the area of control of the Organizer, may lead to brief interruptions or to the temporary or complete discontinuation of the services.
- the accuracy of third-party offers, in particular those of Exhibitors,
- the accuracy and completeness of all links and references made to external contents within the scope of use of the Event. In particular, the Organizer does not accept any warranty if emails or data inputs do not meet the technical requirements set in these conditions or for the Event and as a result, are not accepted and/or received by the system.
- for the selection of the contents chosen by the Exhibitors as well as their presentation, as well as the contents and/or presentation of the Event itself and that this meets all the expectations of the attendee.

The services do not include any internet access.

The attendee is obliged to ensure it has sufficient insurance cover, e.g., to secure against cyber risks.

## 2 System Pre-conditions to Use the Event

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The pre-condition for use of the Event is compliance with the technical system pre-conditions by the attendee.

- The display size of the device used must have a diagonal of at least 30.48 cm (12 inches).
- For access, browsers that meet the specified versions at least are required: Microsoft Edge® 77, Mozilla® Firefox® 3.0, Google™ Chrome™ 5.0 or Safari® 14; Google™ Chrome™ and/or Safari® are recommended.
- Concurrently, JavaScript™ and Java™ must be set up and running on the device.
- When using a mobile terminal, the following versions at least are required: Android OS 4.4 (Kit Kat)®, Android 9 (Pie)® or iOS 9®.

When using the Internet Explorer there may be restrictions on the platform and/or to the services. The Organizer shall not take any responsibility for the consequences of any non-fulfilment of the technical requirements by the attendee.

## 3 Handling Access Data

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The attendee, if they are not an Orderer, forward access data for the Event to third parties. The attendee is obliged appropriately to secure the access data against access and misuse by unauthorised third parties by taking suitable technical

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and organisational measures. The attendee is responsible in full for safeguarding the confidentiality and security of the access data. They bear sole responsibility for all activities that occur using the access data provided to them, if they authorised the relevant activity or if, although they did not authorise the activity, this activity could have been prevented had the Exhibitor exercised the required care. If the attendee becomes aware of or is suspicious that

- (i.) a third party has obtained access data and/or a password ("Token") or
- (ii.) activities they have not authorised have been carried out at the Event in their name by means of the access data provided to the attendee and/or the password ("Token");

they are obliged to inform the Organizer without delay.

#### **4 Event Material and Attendee Rights of Use**

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Event material is all materials, documents, results, software (in all printout forms, in particular object code and source code), objects, paperwork, sketches, drawings, drafts, concepts, information, data etc., including their editing, that are created, developed or acquired by the Organizer, its subcontractors, suppliers and/or by other third parties engaged by the Organizer for the purposes of providing the service for the Event. This does not include such material etc. that is provided for other purposes, for example, for their own presence as an Exhibitor, by the Organizer and/or by those commissioned by the Organizer; special rules apply in this case.

The Organizer grants the attendee for the duration of this Agreement a non-exclusive, non-transferable, non-sublicensable right to use the functionalities of the Event, including the Event materials. The attendee

- shall receive neither hardware nor copies of the source code or the object code of the functionalities of the Event and
- recognises that the contents provided in the Event (e.g., linguistic works, tables, logos etc.) are subject to the applicable legal protection, in particular that of trademark, copyright, ancillary copyright and competition law.

#### **5 Rights of Use of the Organizer**

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The attendee grants the Organizer an irrevocable, exclusive, contextually, temporally and territorially unrestricted, sublicensable right to use, anonymise, analyse and further develop its feedback, in particular through use of the services of Slido, "www.sli.do". The Organizer shall treat the attendee's feedback confidentially unless the feedback was anonymised by the Organizer.

The Organizer is free to analyse the use of the platform and/or services by the attendee insofar as this is permissible under competition, anti-trust, data protection and supervisory law. This analysis aims in particular at improving the platform and/or the services, guaranteeing the agreed availability as well as improving the system security of the platform and/or services.

The Organizer is entitled to have photographs, films or screenshots of the events at the Event, and also from attendee material produced and to use these for advertising or press publications without the possibility for the attendee to raise objections on any grounds. This also applies to photos, films, recordings and/or screenshots that the press or television organisations produce directly with the agreement of the Organizer.

#### **6 Actions Prohibited for the Attendee**

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The attendee is not permitted to

- permit third parties to access the Event or grant sub-rights to the Event, unless this has been explicitly permitted by the Organizer in advance,
- create derivative works on the basis of the Event, in particular its functionalities and/or any contents with which it has been provided,
- subject the Event, e.g., its functionalities, to reverse engineering, unless this is permitted by mandatory laws, i.e., non-modifiable laws.
- access the Event in order either to create a competing product or a competing service or to copy features, functions or graphics of the Event.
- Insofar as it is not permitted pursuant to the Agreement - for example, within the scope of the configuration of its user account - to carry out manipulations to the Event, also particularly to individual functionalities,
- not to use the Event for purposes other than those provided, such as for mining crypto-currencies, use as an email mailbox or as data memory,
- to impair or disrupt third-party data included at the Event,
- obtain unauthorised access to the platform and/or services or the associated systems or networks,
- to produce photographs, drawings, film records, and/or screenshots to which others own the rights,
- to record, photograph or capture Events on the platform, regardless of whether in full or in part; this applies accordingly to screenshots or comparable recordings or
- to restrict the integrity or availability of the services, the associated systems and infrastructure of the Event.

#### **7 Action Obligations of the Attendee**

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The attendee

- (i.) may only conclude distribution agreements by sample with exhibitors with commercial resellers, commercial consumers or bulk buyers.
- (ii.) shall only use the Event in accordance with these conditions and with applicable laws,
- (iii.) is solely responsible for the accuracy, quality, integrity and legality of the attendee material as well as the means by which they acquired the attendee material and
- (iv.) shall take financially appropriate efforts in order to prevent unauthorised access to the Event or its unauthorised use.

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## 8 Cancellation of Use

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The attendee's rights of use may be cancelled to an appropriate extent, both temporarily and permanently, i.e., access to the platform will be restricted and/or barred in full or temporarily,

- in the event of a breach of these conditions, in particular of the obligations pursuant to section 6 and/or 7;
- to protect the rights and legally protected rights of the Organizer or other persons;
- in order to prevent misuse or unauthorised use of the Event by third parties and/or
- if there is a suspicion that a third party has obtained access to data transmitted to the attendee and/or the password ("Token").

Cancellation shall be lifted as soon as this is appropriate in accordance with the circumstances.

## 9 Rules for Attendee Material

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Attendee material is all contents, data or other information that is transmitted to the Organizer by an attendee in connection with the use of the Event or is presented at the Event, e.g., is entered or presented within the scope of the attendee profile.

The Organizer shall not accept any responsibility for the contents of attendee material. In addition, the Organizer is not obliged to check the legality of attendee material.

### 9.1 Restrictions

It is prohibited for the attendee to use attendee material at the Event, in particular to upload such material, which

- (i.) Breaches third-party rights,
- (ii.) Infringes against applicable law,
- (iii.) Leads or may lead to a legal infringement of the Organizer against applicable law,
- (iv.) Impairs the security of the Event and/or its functionalities or is likely to impair these or
- (v.) Considerably impairs the performance of the Event and/or its functionalities.

### 9.2 Obligation to Cease and Act

In the case of a breach of section 9.1 the attendee is obliged,

- (i.) to report the breach to the Organizer without delay;
- (ii.) to erase the relevant attendee material without delay; and
- (iii.) to indemnify the Organizer from all claims asserted against it as a result and to bear the resulting costs (including appropriate costs for legal defence),

unless the attendee was not culpable for the breach.

### 9.3 Rights of Use to Conduct the Event

The attendee grants the Organizer a simple, worldwide right, limited to the term of this Agreement, to use attendee material and/or to have it used by subcontractors, in particular to copy, edit and make it accessible to third parties, insofar as this is necessary to provide services to the attendee and to other persons, for example, exhibitors for the Event.

## 10 General Rules for the Conduct of the Agreement

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### 10.1 Translations

Translations of these General Terms and Conditions are for information purposes only; solely the German text is binding.

### 10.2 Liability

The Organizer shall only be subject to liability in the event of intent or gross negligence, for death, personal injury or injury to health, as well as pursuant to the regulations of the German Product Liability Act (Produkthaftungsgesetz).

In the case of simple or minor negligence an obligation that is essential to achieve the purpose of the Agreement and the fulfilment of which the attendee may typically trust (material obligation), the liability of the Organizer to compensation and reimbursement of expenses shall be limited to an amount of the losses that are foreseeable and typical for the type of transaction in question. The Organizer shall not bear any further liability.

The attendee and Organizer agree that the losses that are foreseeable and typical for the type of transaction in question shall amount to a maximum of €100,000.

Any liability for indirect losses, lost profit, business downtime losses, business interruption losses, third-party claims or image damage is excluded, insofar as the Organizer is not liable due to intent or gross negligence, death, personal injury or injury to health, as well as pursuant to the regulations of the German Product Liability Act (Produkthaftungsgesetz). This limitation of liability also applies to the conduct of agents and vicarious agents of the Organizer.

### 10.3 Applicable Law

The law of the Federal Republic of Germany under the exclusion of UN Sales Law applies exclusively to the Agreement and to the associated legal relationships between the attendee and the Organizer.

### 10.4 Consumer Dispute Resolution

We, Wirtschaftsgemeinschaft Zoologischer Fachbetriebe GmbH, as the Organizer are not prepared and not obliged to take part in dispute resolution proceedings before a consumer arbitration board.

Wiesbaden, 01.03.2021