

General conditions of use for the Online Service Center (OSC) of Spielwarenmesse eG

1. What is the OSC?

The OSC is Spielwarenmesse eG's online shop and service and information centre for its events. As such, it serves as an online planning tool for these events. It can be used to order all of the services available for the corresponding event directly online or using an editable form. Orders are processed by Spielwarenmesse eG or its relevant service partner. The services ordered are provided by the contracting partner indicated in the order as the supplier. Therefore, if you place an order with a service partner via the OSC, a contract will be established solely between yourself and the service partner in question on the basis of its contract terms (general terms and conditions).

Spielwarenmesse eG offers the OSC as a platform. Consequently, any information contained therein originates from Spielwarenmesse eG only if the latter offers its own services with regard to the specific event. Spielwarenmesse eG is not responsible for ensuring that the information and offers of its service partners are complete and correct; this is the sole responsibility of the service partner which has provided the information and data via the OSC.

There is expressly no guarantee that the OSC will be available at all times. However, Spielwarenmesse eG will endeavour to ensure that the OSC is available on a permanent basis as far as possible.

2. Operator

The operator of the OSC (for your use of the OSC following your registration and acceptance of the conditions of use) shall be:

Spielwarenmesse eG
Herderstraße 7
90427 Nürnberg
Germany

The contracting partner for the services offered in the OSC shall be the service provider indicated as being the contracting partner for each service. These conditions of use shall not therefore govern the contractual relationship between yourself and the contracting partner acting as service provider. The terms to be accepted by you separately in the event of your placing an order shall be applicable in this respect.

3. Right of access

As a new exhibitor you are only entitled to use the OSC for your application to exhibit at the corresponding event. A new exhibitor is an exhibitor who did not take part in the preceding fair. On admission to the event you as an exhibitor at the event receive authorization to use the OSC for the specific event for which you have been granted admission. Together with the confirmation of admission from Spielwarenmesse eG you receive relevant login data for using the OSC. The use of the OSC is only possible if you accept the enclosed terms of use.

Upon admission to the corresponding event as an exhibitor, you shall be entitled to use the OSC for the event to which you have been admitted.

Upon admission, you shall receive the access data required to use the OSC from Spielwarenmesse eG. You may use the OSC only if you accept these conditions of use.

4. Access security

You shall be fully responsible for ensuring that the access data remain confidential, i.e. for safeguarding your user name and password. As a user of the OSC, you shall be fully responsible for any activities performed using your data. You shall undertake to inform Spielwarenmesse eG immediately of any unauthorised use of your access data or any other breach of security. Spielwarenmesse eG shall not be liable for any detriment to you arising from the use of your access data by a third party with or without your knowledge.

5. Accuracy of data

When availing yourself of the services offered on this OSC, you undertake to supply correct and truthful information.

Spielwarenmesse eG shall assume no liability for the accuracy of the information supplied by its service partners in the OSC.

6. Contact

If you have questions concerning the use of the OSC, please send an email to the following address:

info@spielwarenmesse.de

7. Liability

Spielwarenmesse eG shall not be responsible and may not be held liable for any defects or damage to technical components, hardware, software, servers, websites or other components which may impede or in any way restrict your use of the OSC.

Since the OSC is being made available for use free-of-charge by Spielwarenmesse eG, the latter may be held liable for any losses which may arise only where they result from wilful intent or gross negligence on its part. In the event of losses arising from injury to life, body or health or from an infringement of contractual obligations which are essential to achieving the purpose of the contract (essential contractual obligations), Spielwarenmesse eG shall also be liable in the event of ordinary negligence. In the event of ordinary negligence, its liability shall be limited to standard losses for the contract. Liability arising from guarantees, malicious acts, personal injury and damage to property under the German Product Liability Act (Produkthaftungsgesetz) shall not be affected by this. The OSC user shall also accept contributory negligence. Any other liability on the part of Spielwarenmesse eG shall be excluded, unless it's own standards of care are grossly infringed. In the event that data is lost, Spielwarenmesse eG shall nevertheless not be liable for such losses which could have been avoided through proper and regular data backup.

Liability on the part of the contracting partners with whom orders are placed using the OSC, including any pre-contractual liability resulting from the use of services offered in the OSC, including any unintentional use, shall be governed solely by the contract terms concluded separately with the service provider in question, be it Spielwarenmesse eG or a service partner. These shall be indicated when individual service offers are made and accepted by the exhibitor when ordering services. Any liability on the part of Spielwarenmesse eG under such pre-contractual or contractual relations shall be excluded.

8. Right of termination

Spielwarenmesse eG may withdraw the use of the OSC solely subject to appropriate notice being given, unless such use is withdrawn on significant grounds. Grave and/or repeated violation of these conditions of use may in particular be considered significant grounds for withdrawal of the OSC without notice.

In the event of the contract being terminated, your access to the OSC shall be blocked.

9. Amendments to the conditions of use

Spielwarenmesse eG reserves the right to withdraw the use of the OSC subject to appropriate notice being given (or without notice in the event of significant grounds) and your interests being duly safeguarded. Spielwarenmesse eG also reserves the right to amend or supplement the conditions of use of the OSC at any time without giving reasons, unless such action would not be reasonable to you as a user. You shall be informed of any such amendments in advance by email and these amendments shall be deemed to have been approved if you do not expressly object to them within 4 weeks of receiving the email. This shall again be indicated separately in the notification. In the event that you object, Spielwarenmesse eG may withdraw your access on significant grounds.

10. Applicable law/Place of performance

German law shall be solely applicable (without reference to any other legal systems).

The place of performance shall be Nuremberg.