General Terms and Conditions (GTC) for participation in Fair Match

People use Fair Match to network with other people who share their business interests. The aim is to create a respectful and safe environment for all users. Participation in Fair Match therefore requires compliance with the applicable laws of the Federal Republic of Germany, the European Union and these GTC.

1. Platform operator

Messe Düsseldorf GmbH

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Phone: +49 211 4560-01

Fax: +49 211 4560-668

E-Mail: fairmatch@messe-duesseldorf.de

2. Guidelines

- Users of Fair Match must be at least 18 years old. Only exhibitors and visitors to trade fairs organized by Messe Düsseldorf GmbH are eligible to use Fair Match.
- When registering, truthful information must be submitted. The use of identities of third parties without their consent is prohibited. Buying, selling or transferring user accounts is also prohibited.
- Users undertake to comply with the relevant legal regulations, in particular data protection regulations, regulations for the protection of general personal rights, copyright law, labelling obligations and trademark law. They warrant that they are authorized to dispose of all rights to the content they share.
- Users shall behave respectfully and politely towards other users. Users agree not to share any prohibited content in the context of Fair Match, including but not limited to:
    - Incitement to hatred, violence or discrimination based on race, gender, religion or sexual orientation;
    - Presentation or dissemination of extremist content and false information (fake news);
    - Distribution of (child) pornography; - Insults, defamation or slander, bullying, stalking or harassment in any form are strictly prohibited;
    - deceiving others, carrying out unlawful, misleading or fraudulent activities.

The following, non-exhaustive, actions are also prohibited:

- Incitement to hatred, violence or discrimination based on race, gender, religion or sexual orientation;
- Presentation or dissemination of extremist content and false information (fake news);
- Distribution of (child) pornography;

- Insults, defamation or slander, bullying, stalking or harassment in any form are strictly prohibited;
- deceiving others, carrying out unlawful, misleading or fraudulent activities.

3. Reporting and redress procedure

Users can report to Messe Düsseldorf GmbH the occurrence of content in Fair Match which, in their opinion, is considered illegal in the European Union to the following e-mail address: fairmatch@messe-duesseldorf.de. In order for Messe Düsseldorf GmbH to process your report, the following information is required in the e-mail:

- Name, unless it is believed to be a criminal offence related to sexual abuse, sexual exploitation, child pornography, contacting children for sexual purposes or inciting, aiding or abetting or attempting to commit such offences;
- Reasons why the reported information should be considered illegal content;
- Indication of the exact electronic storage location of this information (e.g. URL);
- Information on whether you are a trusted flagger (DSA Trusted Flagger) pursuant to Art. 22 of the Digital Services Act.

By sending the e-mail, the user declares that the information and details contained therein are correct and complete.

4. Penalties

1. Violations of the GTC may result in sanctions.
2. Messe Düsseldorf GmbH reserves the right to remove or restrict content if it violates these GTC or if it is legally obliged to do so. Users will be informed of the removal or restriction and the underlying reason in advance. This shall not apply if and as long as Messe Düsseldorf is prohibited from notifying the user for legal reasons. This shall also not apply if and for as long as such notification would be inappropriate, considering the interests of both parties.
3. If Users violate these GTC and/or if users repeatedly infringe the intellectual property rights of others and/or if Messe Düsseldorf GmbH is legally obliged to do so, it may refuse or discontinue the provision of the Fair Match to users in whole or in part. In this case, we will inform the respective user in advance of the reason and the nature and scope of such intended restrictions and give the respective user the opportunity to comment on them. We will then inform the user whether or not we will comply with the intended restrictions. This shall not apply if and for as long as Messe Düsseldorf is prohibited from providing notification for legal reasons. This shall also not apply if and for as long as the notification would be unreasonable, considering the interests of both parties.

5. Amendments to the GTC

Messe Düsseldorf GmbH reserves the right to amend these GTC in accordance with applicable law. Users will be informed of any significant changes in good time.

6. Data protection

Messe Düsseldorf GmbH processes the personal data of users. Users can find more detailed information - including their rights - in the data protection information of

Messe Düsseldorf GmbH. This can be viewed at www.messe-duesseldorf.de/datenschutz. In principle, i.e. subject to the legal restrictions, you can object to the processing of your personal data at any time either on the aforementioned website, by e-mail to privacy@messe-duesseldorf.de or by post to Messe Düsseldorf GmbH, G2-RV, PF 101006, 40001 Düsseldorf, Germany. Please note that after a successful objection, participation in Fair Match is no longer possible unless a new expression of interest is made.

7. Final provisions

1. The recommendations which are suggested for the users are based exclusively on the information provided by the users on the interests of visitors during registration and on the exhibitors' stored product categories. This system can only be customized by not entering different interests/product categories.
2. The law of the Federal Republic of Germany shall apply to all disputes arising from and in connection with the GTC, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws; the law of free choice of law shall remain unaffected by this exclusion.
3. If the exhibitor is a business person, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction - including the international place of jurisdiction - for all disputes arising in connection with these GTC shall be the registered office of the exhibition company. This shall also apply if the exhibitor has no general place of jurisdiction in Germany and if the exhibitor has moved its registered office outside the area of application of the German Code of Civil Procedure (ZPO) after conclusion of the contract or if its registered office or habitual residence is not known at the time the action is filed. This agreement on the place of jurisdiction shall not apply if the legal dispute concerns non-pecuniary claims which are assigned to the local courts irrespective of the value of the subject matter of the dispute or if an exclusive place of jurisdiction exists for the legal dispute by law.
4. If the exhibitor is unsuccessful, the losing party shall bear the costs of the proceedings and the necessary legal representation.
5. The contractual language is German. If translations of these GTC are made, they are for information purposes only, without guarantee of correctness; the content of the contract is determined exclusively by the German version.

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