

Terms and conditions & data protection agreement for Lead& Track by LeadSuccess (as at September 2022)

1. Order placement

Clicking on the “I hereby place a binding order” button automatically submits a binding order, both from the shopping cart in Messe Frankfurt’s Shop for Exhibitor Services and from PDF forms.

2. Description of services to be provided

(1) The subject of the contract is the leasing/use of hardware and/or software, including related documentation.

(2) The software to be used is LeadSuccess. The access details for LeadSuccess will be sent by email within 30 days before the start of the trade fair. The customer will receive a personalised web portal in which it is possible to independently process services (questionnaires, sending emails, downloading data). Any ordered hardware includes an additional licence and additional licences can be ordered separately. An internet connection (minimum of 5 Mbit/second) is required to transfer data from the device to the web portal. The data recorded will automatically be deleted six weeks after the event, unless its usage isn’t extended for a fee.

(3) The customer guarantees that they will only scan barcodes on tickets and request the ticket owner’s data from Mesago Messe Frankfurt GmbH with the ticket owner’s consent. Within their area of responsibility, the onus shall be on the customer alone to assess the legality of processing any data obtained using LeadSuccess and to ensure compliance with applicable data protection rules and regulations. In particular, wherever necessary the customer must obtain the consent of the ticket owner for their intended use of the data, and must also satisfy their information and disclosure obligations vis-à-vis the ticket owner under the terms of the GDPR.

(4) The hardware that is ordered has to be picked up at the service counter before the beginning of the trade fair. If programmes are permanently installed on the hardware or if they are supplied with same, these programmes are intended solely for the operation of the hardware in accordance with the terms of the contract; no other use is permitted. The equipment is only made available for use at the stand. If the customer wishes to use the hardware or software at a different location, in whole or in part, they must obtain the prior consent of the lessor (Mesago Messe Frankfurt GmbH). The customer must not allow third parties to use the leased hardware or software without obtaining the lessor’s prior consent in writing. Section 540 (1) Sentence 2 of the German Civil Code (BGB) shall not apply.

(5) Responsibility for the selection of hardware and software (including the results to be produced by its use) lies with the customer.

(6) The customer must treat the hardware and software with due care. Said lessee will assign personnel with appropriate qualifications and comply with the application and operating instructions provided by the lessor. The customer is not entitled to dispose of the items leased without the prior written consent of the lessor. The customer will keep the hardware and software free from encumbrances and will notify the lessor immediately of any access by third parties, giving all the necessary details. The customer is responsible for the costs of all measures necessary to prevent access by third parties. Any changes which the customer wants to make to the hardware or software are subject to the consent of the lessor. Before returning the hardware and software, the customer must restore it to its original condition.

(7) The lessor and the customer undertake to treat as confidential for an unrestricted period all the information to which they gain access in connection with the hardware / software / leased item and – inasmuch as this is not necessary to achieve the purpose of the lease – not to record it or pass it on to third parties or use it in any way.

(8) At the end of the lease period, the customer will return to the lessor all the items leased at the service counter.

(9) In order to be able to provide customers with rapid assistance in the event that problems arise, on all days of the event Mesago Messe Frankfurt GmbH will operate an emergency stand-by service that can be reached on the published hotline number.

3. Community News Lead&Track Supreme Package

Booking the Lead&Track Supreme package includes the Community News offering, which gives the customer the opportunity to reach their desired target group via a newsletter sent by Mesago Messe Frankfurt GmbH.

In the checklist sent to the customer, the customer can select a target group on the basis of selected characteristics after placing an order in the shop for exhibitor services. These target groups will then receive the customer's Community News. In addition, it is mandatory for the customer to provide their complete contact information when ordering the Community News.

The contents for the Community News must be prepared by the customer in German and/or English in accordance with the stipulation provided in the Mesago Messe Frankfurt GmbH checklist.

For the format requirements of the Community News, the following restrictions must be observed by the customer: for text contributions: 1,500 words; for video contributions: max. 10 minutes; and for images: 1900 x 1069 px (16:9).

For file formats: for text contributions: open MS Word file; for video contributions: Mp4 file; and for images: JPEG/JPG/PNG format; and for files with a total size of more than 8 MB, the cloud storage of Mesago Messe Frankfurt GmbH must be used.

In the case of a Germany-wide database selection, an article in German is sufficient. It is mandatory to include a "call-to-action" in the content article of the customer, which specifically invites the reader of the article to actively contact the customer (e.g. by listing contact data or further links).

The article should focus on the trade content of the company (customer). The customer should therefore refrain from overbearing promotional/advertising content in the article.

The Community News will be sent out to the target group within an agreed timeframe with the customer. To ensure that the Community News is sent at the time requested by the customer, it is essential that the customer informs Mesago Messe Frankfurt GmbH of the desired target group characteristics at least 15 working days before the desired date of dispatch and that the content of the Community News is communicated and submitted to Mesago Messe Frankfurt GmbH in accordance with the above specifications at least ten working days before the desired dispatch date.

The customer will receive a report from Mesago Messe Frankfurt GmbH with information on the opening and click-through rates no later than 15 working days after the Community News has been sent.

4. Leasing

The customer is liable for damage to or extraordinary wear and tear on the items they have leased, up to the amount of the actual costs of restoration of the items or their repurchase value. The customer shall take out adequate insurance for the duration of use.

The customer is liable for the leased equipment for as long as it is in their possession or in the possession of an authorised representative and not solely for the duration of the agreed lease period.

5. Holding harmless and insurance

The customer shall hold Mesago Messe Frankfurt GmbH, its employees and authorised representatives harmless with regard to compensation claims from third parties due to damage and destruction of hardware and software, inasmuch as such damage or destruction is not caused intentionally or through negligence by Mesago Messe Frankfurt GmbH or its vicarious agents.

6. Exclusion of liability

(1) Mesago Messe Frankfurt GmbH is only liable within the limits of its statutory liability and therefore disclaims all liability of any kind in excess thereof for personal injury, property damage or financial losses suffered on the exhibition grounds, including in any buildings. In particular, the following shall be excluded: damage caused by fire, water, explosion, violent attacks, storms or other instances of force majeure, or by theft, burglary, breakdown of supply services (such as electricity, gas, water) and similar causes, as well as damage incurred as a result of the safety and security regulations pursuant to Section 1.18.

This shall also apply to any grounds or buildings outside the exhibition grounds that are used in connection with the event.

(2) This also applies to damage caused by the general public (in particular, by visitors to the event, other exhibitors, persons acting on their behalf, etc.) or employees and representatives of Mesago Messe Frankfurt GmbH or by other circumstances. This includes erroneous information given and measures taken by Mesago Messe Frankfurt GmbH, its employees and those acting on its behalf.

7. Invoicing

(1) As a rule, following the close of the trade fair Mesago Messe Frankfurt GmbH invoices ordered items based on the duration of rental periods and the charges incurred for operation. These charges include all materials provided on a rental basis, as well as installation and de-installation. Mesago Messe Frankfurt GmbH shall be entitled to issue invoices before the performance of services.

(2) The charges listed in the currently valid price list shall be binding upon both parties hereto. Any services that do not appear in the list are not included in the charges stated therein and shall, where applicable, be invoiced separately.

(3) Counterclaims can only be offset if they are undisputed or have been confirmed by a court of law in a final form.

The customer must settle outstanding debts immediately, even if not yet due, in the following circumstances:

a)

if bankruptcy proceedings are initiated in relation to their assets, if the initiation of such proceedings is refused due to a lack of assets, if composition proceedings to avert bankruptcy have been ordered, if the customer is attempting to reach a general court settlement with their creditors, or if the customer becomes insolvent;

b)

if the customer is in default on their payment obligations to Mesago Messe Frankfurt GmbH;

c)

if the customer's own cheques are not paid or bills they have accepted are protested for reason of lack of payment;

d)

if the customer loses their capacity to transact or conduct business for any reason whatsoever;

e)

if the customer breaches other contractual obligations and fails to remedy such a breach within one week of a caution including instructions on these legal consequences being sent by registered post.

(4) Complaints regarding the non-provision or incomplete provision of ordered items or services must

be received by Mesago Messe Frankfurt GmbH no later than the first day of the trade fair. Any complaints received thereafter will be disregarded.

(5) Mesago Messe Frankfurt GmbH will charge a handling fee of €50.00 plus VAT for subsequent changes to the invoice that are necessary as a result of changes to the invoice recipient, address changes etc. This fee will be shown on the modified invoice.

8. Cancellation by the customer

In the event that an order is to be cancelled, the customer shall notify Mesago Messe Frankfurt GmbH thereof in writing no later than 22 calendar days prior to the opening of the event involved, reckoned from the date of receipt. Cancellations can be accepted at later dates only if the respective service(s) – or parts thereof – have not yet been provided or provision thereof has not yet commenced. The same shall apply analogously to any changes to the ordered service(s).

9. Warranty

(1) The warranty is subject to statutory provisions unless stipulated otherwise in the following.

(2) The customer is initially only entitled to demand supplementary performance in the form of rectification. The form in which appropriate rectification is provided is at the discretion of Mesago Messe Frankfurt GmbH, which may provide replacement at any time. The customer may not assert any other claims, particularly for a reduction in price or cancellation of the contract, unless two attempts at rectification of the same defect have failed.

(3) The warranty does not cover defects incurred by the customer due to natural wear, moisture, intense heat, improper use or improper storage. Similarly, the warranty does not cover reasonable deviations in terms of form, dimensions, colour or types of materials.

(4) The customer undertakes to inform Mesago Messe Frankfurt GmbH without delay of any defects and to provide Mesago Messe Frankfurt GmbH with the opportunity to respond accordingly.

(5) In the event that the complaint about defects is made too late or reservations regarding known defects were not communicated at the time of acceptance, such warranty claims shall be null and void.

(6) Warranty claims shall also be null and void if the customer makes their own modifications or if they hinder/prevent the assessment/rectification of defects; this generally applies to complaints about defects made after the end of the trade fair regarding defects that occurred or became known during the fair.

10. Liability

Mesago Messe Frankfurt GmbH shall be liable without limitation for claims due to injury to life, body or health, breach of guarantees, and for damages that are the result of intent or gross negligence on the part of Mesago Messe Frankfurt GmbH, their legal representatives, employees or vicarious agents, as well as any claims resulting from fraudulently concealed defects.

In the event of a breach of cardinal obligations (duties whose fulfilment is of particular importance to the purpose of the agreement and on which the contracting party should be able to rely), Mesago Messe Frankfurt GmbH shall only be liable for simple negligence on the part of Mesago Messe Frankfurt GmbH, their legal representatives, employees or vicarious agents for such damages as were typical and foreseeable for such contracts. Liability for any other damages caused by simple negligence is excluded. This also applies to indirect damages and consequential damages.

11. General conditions

(1) Both parties to the agreement accept these terms and conditions as integral parts of the agreement binding upon both parties. Any differing general terms and conditions of business or purchase of the customer shall not apply, even if the customer has referred to these and Mesago Messe Frankfurt GmbH has not specifically rejected them.

(2) Should individual provisions of this agreement be or become invalid, the validity of the remaining provisions shall not be affected. In such a case, both parties to the agreement undertake to replace any invalid provision with a valid provision that most closely achieves the commercial purpose intended by the invalid provision.

(3) Any terms and conditions that may be printed on the customer's enquiries or orders or to which the customer refers elsewhere will not be accepted by Mesago Messe Frankfurt GmbH if they contradict the latter's terms and conditions of supply and payment, even if they have not been specifically rejected.

(4) Provisions that are included in the exhibitor's purchasing or order conditions and which conflict with the agreements of this Contract of Participation shall be void, insofar as Mesago Messe Frankfurt GmbH has not given its express written consent to the individual exceptions requested by the exhibitor.

(5) In the event of breaches of the terms contained in the Contract of Participation, Mesago Messe Frankfurt GmbH is entitled to pronounce and implement immediate exclusion from the event; any special regulations contained in the various individual conditions remain unaffected.

(6) Mesago Messe Frankfurt GmbH is exclusively entitled to enforce its internal regulations within the exhibition grounds, including the right to decide who enters and occupies its exhibition grounds; this also applies to the grounds and buildings outside the exhibition grounds that are used in connection with the event. These regulations also relate to the admittance of third-party companies that have been commissioned by the exhibitor to undertake activities at the exhibition grounds, as well as to the nature, extent and conditions of such activities at the exhibition grounds.

(7) The exhibitor agrees to the storage, processing and/or forwarding of personal data by Mesago Messe Frankfurt GmbH – including the use of automatic data processing systems – in accordance with the German Federal Data Protection Act (BDSG) insofar as this is done for business purposes only.

12. Place of performance and jurisdiction

(1) Both parties to the agreement explicitly agree Stuttgart to be the place of performance and jurisdiction for all claims and disputes arising from this agreement.

(2) As a substitute, the special jurisdiction of the place of performance as specified in Section 29 of the German Code of Civil Procedure (Zivilprozessordnung) is deemed agreed, with said place of performance resulting from the nature of the contractual obligation under which the rent is payable at the location of the premises in question.

(3) The court of jurisdiction shall also be Stuttgart in the case of disputed dunning procedures. Once the dunning procedure takes the form of legal proceedings and the competent court of law at the debtor's general place of jurisdiction officially accepts the case, application is to be made for transfer to the competent court of law in Frankfurt am Main.

(4) Furthermore, each party to the agreement is entitled to proceed against the other at the latter's place of residence or business.

(5) The German text and German law shall prevail when interpreting the General Terms and Conditions and all other conditions specified.

Supplementary provisions on joint processing

(1) The Parties assume that there is joint responsibility within the meaning of Article 26 GDPR for certain processing of personal data within the scope of the cooperation. The following provisions contain the regulations required pursuant to Article 26 GDPR. They apply in addition to the terms of delivery.

(2) Mesago Messe Frankfurt GmbH is responsible for all phases of data processing in which the parties are jointly responsible for the processing of personal data within the meaning of Article 26 GDPR. Mesago Messe Frankfurt GmbH has the authority to implement data processing decisions on behalf of all joint controllers.

(3) The object of data processing is the sending of emails. The customer shall specify criteria on the basis of which Mesago Messe Frankfurt GmbH selects suitable recipients for the emails from its database. The customer shall provide the editorially prepared content for the emails. Mesago Messe Frankfurt GmbH shall create and send the e-mails. The ordering party does not have access to the recipients' data. For the remaining process sections, where there is no joint responsibility, each party is an independent responsible party within the meaning of Article 4, no. 7 GDPR.

(4) Mesago Messe Frankfurt GmbH is responsible for compliance with legal provisions, in particular for ensuring the lawfulness of the data processing carried out by it within the scope of joint responsibility. In particular, it shall ensure that only personal data that is necessary for the processing is used.

(5) The parties assume that a data protection impact assessment is not necessary for the data processing agreed here. Should the data processing or the assessment of a party change, Mesago Messe Frankfurt GmbH shall be responsible for preparing the data protection impact assessment.

(6) Mesago Messe Frankfurt GmbH shall ensure that all its employees involved in data processing maintain the confidentiality of the data for the duration of their employment as well as after termination of the employment relationship and that they are made aware of the data protection provisions relevant to them before commencing their work.

(7) Mesago Messe Frankfurt GmbH shall prepare the documentation that serves as proof of proper data processing and shall retain it for the duration of the processing.

(8) Mesago Messe Frankfurt GmbH is responsible for fulfilling the obligations pursuant to Article 13 and 14 GDPR vis-à-vis the data subjects.

(9) Data subjects may assert the rights to which they are entitled under Articles 15 to 22 GDPR against Mesago Messe Frankfurt GmbH as the point of contact. It shall provide the information without delay, but no later than four calendar weeks after receipt of the data subjects' request.

(10) Mesago Messe Frankfurt GmbH shall provide the data subject with the essential content of this agreement on joint responsibility under data protection law upon request.

(11) Mesago Messe Frankfurt GmbH is entitled to independently employ processors and shall conclude a contract in accordance with Article 28 GDPR when employing processors. Services that are used by third parties as an ancillary service to support the execution of the contract (e.g. telecommunication services, maintenance of IT systems) are not to be understood as commissioned processing.

(12) Mesago Messe Frankfurt GmbH shall also agree comparable regulations to the present agreement with processors and appropriately monitor their compliance. The contract with the processor shall specify the details in such concrete terms that the responsibilities of the client and contractor are clearly delineated.

(13) The parties shall inform each other immediately and in full if they discover errors or irregularities in the processing activities with regard to the provision under data protection law and if enquiries are received from data subjects or supervisory authorities.

(14) If necessary, Mesago Messe Frankfurt GmbH shall report a personal data breach to the supervisory authority responsible for it in accordance with Article 33 GDPR.

(15) Insofar as the data subject is to be notified of personal data breaches pursuant to Article 34 GDPR, Mesago Messe Frankfurt GmbH shall be obliged to do so with regard to the processing at issue here. It shall notify the customer in advance.