

Terms and conditions for visitors to the succeet22 trade show on 20 and 21 October, 2022

The following trade show conditions contain the regulations for participation as a visitor at the succeet22 trade show, which is organized by succeet GmbH, Im Baumstückerle 45, 71334 Waiblingen (hereinafter: succeet GmbH).

§ 1 Scope of application

(1) The following provisions shall apply to the visitors and the organiser of the trade show. They are supplemented by the following terms and conditions, as amended from time to time, which in case of doubt or contradiction shall apply subordinate but complementary to these terms and conditions - in the order listed below:

(a) Document FAQ for visitors, available at www.succeet.de/images/pdf/FAQ_hygiene_safety.pdf

(b) succeet GmbH reserves the right to issue further house rules.

(2) By registering, the visitor accepts the provisions covered by the scope of application as binding. Contradictory GTC are expressly contradicted by succeet GmbH.

§ 2 Admission requirements / Registration / Conclusion of contract

(1) The trade show is aimed exclusively at professional visitors. A professional visitor is anyone who visits the trade show on the basis of their professional activity or in connection with the same.

(2) On the date of the event, visitors who are ill with the coronavirus or who are currently showing symptoms of the coronavirus are not permitted to enter. Should further admission requirements be necessary at the time of the event, these will be issued and announced in house rules in accordance with § 1 (1) of these regulations. Admission requirements are necessary if they have been ordered by law or by the authorities and/or serve to protect the health of other participants and visitors.

(3) To participate, the visitor requires an e-ticket that is valid for both days of the trade show. The visitor can purchase this ticket via the succeet GmbH website. The completion of the ticket purchase requires registration. For the prices, please refer to § 3 of these regulations. succeet GmbH is entitled to process the data of visitors who have registered in accordance with the official directives or legal regulations in force at the time of the event. For further processing procedures, please refer to § 5.

(4) By clicking the ticket purchase button, the visitor makes a binding offer to participate in the trade show.

(5) The contract is concluded upon receipt of the e-ticket, which the visitor receives at the e-mail address provided by him/her. The e-ticket contains the QR code that is scanned at the entrance on the day of the event and then entitles the visitor to admission.

§ 3 Prices / free admission

(1) The prices applicable at the time of conclusion of the contract are displayed on the order page.

(2) Visitors may receive free admission. For this purpose, visitors must be in possession of a voucher code which the exhibitors can issue. A voucher code is valid for both exhibition days. The visitor is permitted to redeem several codes.

(3) The ticket price will only be charged after the trade show has taken place. The visitor will receive the invoice by e-mail to the e-mail address provided by him/her.

§ 4 (Cooperation) Duties of the Visitor / Health Protection

(1) The visitor is obliged to follow the instructions of succeet GmbH and its vicarious agents for the duration of the show as succeet GmbH has domiciliary rights. succeet GmbH is entitled to restrict the number of persons in the entire event area or in parts thereof in order to ensure compliance with the protective and hygiene measures prescribed by law. If necessary, succeet GmbH may temporarily deny the visitor access to the entire event area or parts thereof or take other measures. These measures are necessary if they take place due to legal or official orders and/or serve to protect the health of the other trade show participants (exhibitors and visitors).

(2) succeet GmbH and its vicarious agents are entitled to exclude individual visitors from the show if this is necessary. This is deemed necessary if the visitor does not comply with the applicable regulations of succeet GmbH.

§ 5 Data Protection / Consent to the Recording and Use of Sound and Image Recordings

(1) Personal data are all data that can be personally related to the visitor and make the individual visitor identifiable, such as name, address, e-mail addresses.

(2) The person responsible for the processing of personal data pursuant to Art. 4 (7) of the EU General Data Protection Regulation (GDPR) is

succeet GmbH
Im Baumstückle 45
71334 Waiblingen, Germany
Telephone: +49 7151 90 383 90
E-mail: info@succeet.de
www.succeet.de

The person responsible is supervised by the State Commissioner for Data Protection and Freedom of Information of Baden-Württemberg.

State Commissioner for Data Protection and Freedom of Information
Königsstr. 10a
70173 Stuttgart, Germany
Telephone: +49 711 6155 41 0
Fax: +49 711 6155 41 15
E-mail: poststelle@fdi.bwl.de
www.baden-wuerttemberg.datenschutz.de

(3) When contact is made by e-mail or via a contact form, the data provided by the visitor (e-mail address, name and telephone number, if applicable) are automatically stored in order to answer questions. Such personal data transmitted on a voluntary basis by a data subject to the controller shall be stored exclusively for the purposes of processing or contacting the data subject. The processing of this data is based on the consent of the visitor according to Art. 6 (1) a GDPR. The data accruing in this context will be deleted after the storage is no longer necessary or the processing will be restricted if there are legal retention obligations.

(4) Information on the collection and processing of personal data of the registration process.

(a) When registering / logging in, we collect the following personal data: full name (first name/last name), gender, title, position, e-mail address, company (with postcode and city) and country.

(b) The processing here is based on contractual and pre-contractual communication with the visitor and for easy traceability in the event of a proven Covid 19 case at the trade show (Art. 6 (1) b GDPR, Art. 6 (1) c GDPR) provided that corresponding legal requirements exist for succeet GmbH.

(c) If personal data is passed on to exhibitors, the provision applies that the passing on is part of our provision of services (Art. 6 (1) b GDPR) or that there is a legitimate interest in the passing on the part of the persons responsible. This is particularly the case if the visitor participates in the trade show programme and / or requests content from the exhibitors (e. g. content of the trade show programme as video-on-demand). The personal data provided during registration will be passed on to each exhibitor

without an e-mail address and may be stored and processed by the exhibitor. In such a case, the data protection conditions of the third party shall apply accordingly under its own responsibility.

The data processing of personal data is carried out on the basis of either the consent of the person(s) concerned or on the basis of Art. 6 para. 1 sentence 1 lit. b in the case of the contractual provision of services or Art. 6 para. 1 sentence 1 lit. f of the GDPR in the case of the existence of a legitimate interest. In this case, the legitimate interest is pursued in granting a visit to the trade show exclusively to visitors with a professional connection to the respective topic of the event in question and in facilitating a relevant exchange among the exhibitors and visitors.

The disclosure of data may also be necessary due to a legal obligation to which the controller is subject (Art. 6 (1) c GDPR). This primarily includes contact tracing in the event of a Covid 19 case in cooperation with the respective competent authorities.

(d) The data accruing in this context will be deleted after storage is no longer required or the processing will be restricted if there are statutory retention obligations.

(5) Data collection and processing by exhibitors

(a) Exhibitors can use a lead scanner at their stands. Visitor can have their QR codes scanned there and thus voluntarily provide the exhibitor with their for processing, which they provided during registration. The personal data will then be processed on the basis of the visitor's consent (Art. 6 (1) a GDPR).

(b) To participate in the trade show's sessions (live presentations and intensive workshops), the visitor must register in advance with his or her data. The latter collects and processes the data provided by the visitor on the basis of its pre-contractual / contractual obligation (Art. 6 (1) b GDPR) for the purpose of carrying out the live presentations / intensive workshops. The registration will be forwarded to the exhibitor holding the session. It will not be forwarded to third parties.

(c) For further details, please refer to the respective data protection notices / provisions of the individual exhibitors. For further questions and to assert the data subject rights, the visitor must contact the exhibitor directly.

(6) Data collection and processing when using the event platform "profairs" is carried out by

(a) The collection of data when visiting the event platform "profairs is carried out by

web://contact GmbH
represented by Daniela Spahn
Waldblumenstraße 48
75334 Straubenhardt
Further information: <https://www.profairs.de/de/kontakt/datenschutz/>

b) succeet GmbH has concluded an order processing agreement with web://contact GmbH to ensure proper handling of personal data.

The platform is used to enable the visitor to obtain information about the trade fair, the agenda and the exhibitors. In the following, the visitor is informed about the handling agreed with web://contact GmbH:

By using the event platform, the following data is automatically collected.

- the IP address,
- the browser used,
- the operating system of the terminal device used
- the network,
- the date and time of the retrieval.

This data is required to provide the functions of the event platform, as well as to ensure its stability and security. The data is also stored in the log files of our system. Not affected by this are the IP addresses of the visitor or other data that allow the assignment of data to a visitor. This data is not stored together with other personal data of the user.

This data processing is carried out in accordance with Art. 6 (1) 1f GDPR for the exercise of a - in the context of a weighing of interests - overriding legitimate interest in the correct presentation of the services.

The platform uses cookies. Cookies are text files that are stored in the internet browser or by the internet browser on the user's computer system. When a visitor accesses a website, a cookie may be stored on the user's operating system. This cookie contains a characteristic 4 string of characters that allows the browser to be uniquely identified when the website is called up again.

Cookies are used on the Platform to make the Platform more user-friendly. Some elements require that the calling browser can be identified even after a page change.

Used are: CFID and CFTOKEN. These are a sequential client identifier and a random security token with random numbers to maintain the session between server and client over multiple page views.

In addition, the following session cookies are used:

- * CFAUTHORIZATION_ID (required for user authorization).
- * CFAUTHORIZATION_ID (needed for user authorization)
- * JSESSIONID (stores the configuration of user parameters via page views)
- * PROFAIRS_MESSEID (stores the selected fair)

The visitor data collected in this way is pseudonymized by technical precautions. Therefore, an assignment of the data to the calling user is no longer possible.

(b) The legal basis for the provision of the "profairs" platform by succeet GmbH is its legitimate interest in the optimization and meaningful implementation of the show within the meaning of Art. 6 (1) 1 f GDPR. If you voluntarily provide further personal data there, the processing is based on your implied consent, Art. 6 (1) 1a GDPR.

(7) Data collection and processing via "pretix" (ticketing, registration, QR code / visitor badge)

(a) The controller uses the service provider pretix of rami.io GmbH, Berthold-Mogel-Straße 1, 69126 Heidelberg to carry out the ticketing and registration of visitors at the trade show. The data provided when purchasing an e-ticket will be stored by pretix on the QR code of the visitor ticket. The QR code is used for admission to the exhibition grounds but can also be scanned at the exhibitor's premises. For the latter, please refer to § 5 (5) of these regulations.

The visitor can access the ticketing on the succeet GmbH website. These provisions apply for the duration of the call-up of the ticketing widget. For the visit of the website succeet.de as such, the general data protection information applies, which is permanently available at <https://www.succeet.de/en/privacy-policy>.

During the use of the pretix widget, a technically necessary cookie is set that enables the ordering process.

(b) This cookie is required in order to effectively implement ticket sales and thus guarantee visitors admission to the show, Art. 6 (1) 1b GDPR. In the pre-contractual area, the collection of data is based on Art. 6 (1) 1f GDPR. Reference is made to § 5 (4) of these regulations.

The visitor's shopping cart is saved during the order process. The controller uses this technology on the basis of its overriding legitimate interest pursuant to Art. 6 (1) 1f GDPR to be able to offer a user-friendly user experience. If you do not want local storage functions to be used, you can control this in the settings of your browser in the operating system. This will also give you an overview of the stored local data. Local storage functions can also be deactivated on mobile devices. You can find out how this works in the help function of your device or browser. Please note, however, that you may then not be able to use all the functions of our services. If the visitor voluntarily provides further personal data there, the processing is based on your implied consent, Art. 6 (1) 1a GDPR.

(c) The pretix widget does not store IP addresses, browser information or other unnecessary metadata beyond the duration of the widget usage. You can find more information about data protection at pretix here: <https://pretix.eu/about/de/privacy..>

(8) Recording and use of images and sound recordings

(a) The responsible party may make or have made image and sound recordings at the trade show and use these for its own advertising purposes. The processing of the image and sound recordings is based on the legitimate interest of the responsible party for its own marketing purposes (Art. 6 (1) f GDPR). The visitor consents to the processing of image and sound recordings by entering the exhibition grounds, unless there is a legitimate interest in the individual case (Art. 6 (1) a GDPR).

(b) This data is only passed on to third parties to fulfill the stated purpose, for example for presentation and reporting within the framework of journalistic and editorial content. Data will not be passed on for any other purpose.

(9) Information on the use of the e-mail address by the responsible person

Beyond the contractual obligations, the e-mail address of the visitor will be used as follows: The controller uses the e-mail address provided for registration to send the visitor further information about the trade show and to inform the visitor about news from the industry as a flanking measure. The legal basis for this use is Art. 6 para. 1 p. 1 lit. f GDPR. You can object to this use of data at any time by contacting the named responsible person by telephone, in writing or by e-mail. This option is also referred to in the e-mails.

(10) As a data subject, you have the following rights:

- (a) Right to information
- (b) Right to rectification or deletion
- (c) Right to restriction of processing
- (d) Right to object to processing
- (e) Right to data portability
- (f) Right to complain to a data protection supervisory authority
- (g) Right to withdraw consent given to us.

(11) If you have any further questions or wish to exercise your rights, please use the contact details of succeet GmbH as set out above. For further information please visit <https://www.succeet.de/en/privacy-policy/>

(12) Insofar as the processing of your personal data is based on the legitimate interests of succeet GmbH and is thus attributable to Art. 6 (1) lit f GDPR, you have the right to object to the processing of your personal data if and insofar as there are reasons to believe that the visitor's interest outweighs that of the controller.

§ 6 Exclusion of liability

Any liability of succeet GmbH is excluded. This does not apply to damages resulting from injury to life, body or health due to a negligent breach of duty by succeet GmbH or an intentional or negligent breach of duty by a legal representative or vicarious agent of succeet GmbH; this also does not apply to other damages due to a grossly negligent breach of duty by succeet GmbH or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of succeet GmbH.

§ 7 Force Majeure, Event Cancellation / Postponement

(1) Should succeet GmbH be forced to clear one or more exhibition areas temporarily or for a longer period of time or to postpone or shorten the entire event as a result of force majeure or for other reasons for which it is not responsible - in particular measures in connection with the coronavirus pandemic, war in Ukraine or the energy crisis - the visitor shall have no rights of withdrawal, termination or reduction against succeet GmbH. succeet GmbH is forced to take such measures if legal or official orders, regulations, ordinances or similar requirements make it impossible to adhere to the planned implementation of the trade show. The existence of an impossibility is determined according to the case groups of § 275 BGB. The same legal consequence applies in the event that the visitor cannot participate in the trade show due to force majeure or other reasons for which succeet is not responsible. Mandatory, non-dispositive, statutory provisions remain unaffected by this regulation.

(2) In the event that the trade show is postponed, admission tickets already purchased shall remain valid. The visitor is permitted to prove that he/she is prevented from attending on the new date of the event. In this case, he/she may demand a refund of the admission price.

§ 8 Final Provisions

(1) Place of jurisdiction

The place of jurisdiction for all legal disputes arising from the contract is Stuttgart if the contracting parties are merchants, legal entities under public law or special funds under public law or at least one of the contracting parties does not have a general place of jurisdiction in the Federal Republic of Germany, or relocates its domicile or habitual residence outside the Federal Republic of Germany after conclusion of the contract or its domicile or personal residence is not known at the time the action is brought. Succeet is also entitled to choose to bring an action at the Client's general place of jurisdiction. The place of performance for all obligations arising from this contract is Stuttgart.

(2) Applicability of German law

The law of the Federal Republic of Germany shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(3) Reservation of right to change

succeet GmbH reserves the right to amend these GTC for factual reasons. These reasons may consist of changes in the law, changes in jurisdiction, official orders, general decrees or changes in the economic circumstances.

(4) Severability clause

Should one or more provisions of this contract be invalid in whole or in part, this shall not affect the validity of the remainder of the contract. In this case, the relevant statutory provision shall take the place of a non-included or invalid provision.

Waiblingen, 02.09.2022