



## **General Terms of Business (GTB) for Online Operations**

The subsidiaries of MCH Group Ltd., MCH Swiss Exhibition (Basel) Ltd. and MCH Swiss Exhibition (Zurich) Ltd. (hereinafter referred to as "MCH") offer their customers various online products and services. The following General Terms of Business (GTB) for Online Operations apply to all online orders for products and services and the online use made thereof.

### **1. Products and Services**

#### **1.1 «Online Exhibition Catalogue»**

MCH operates an online exhibition catalogue with detailed information on the exhibitors and their products. The content of this online exhibition catalogue is supplied by the exhibitors. The information is edited by MCH and, wherever possible, updated on a regular basis. However, MCH gives no guarantee that the content is correct, complete or up-to-date and accepts no liability for damages in this respect.

#### **1.2 «Media Releases»**

Under the heading "Media Releases", MCH offers a protected site in which exhibitors can post and administer their company's media releases and information on media events. The specified formats and file sizes must be observed. The login details required for this will be notified to the exhibitors in writing by the exhibition management. MCH excludes any liability for damages due to the stored content or as a result of links to websites operated by third parties.

#### **1.3 «Newsletter Subscription Service»**

MCH offers newsletter subscription services on its web pages. In order to guarantee data privacy for personal e-mail addresses, MCH employs a double opt-in procedure with an activation link by e-mail. Customers can unsubscribe to the newsletters at any time.

#### **1.4 «online-shop»**

MCH sells various products and operates a payment service under the designation "online shop". Registration via "my-login" is necessary before the online-shop service can be used. Customers can buy the following products and/or make payments via the "online shop":

##### **Admission tickets and vouchers**

The customer can purchase admission tickets for exhibitions via the "online shop" or convert vouchers into admission tickets. The admission tickets are personal and are not transferable. Each admission ticket has a unique barcode printed on it, which is checked electronically for its validity when the holder enters the exhibition halls. No check is made on the name of the person or the company printed on the card at this point.

Partners of MCH may provide customers with a priority code enabling them to obtain a free admission ticket. If the customer redeems the priority code, the Priority Partner will be given details of the redeemed admission ticket. Only the customer's postal address will be passed on. The e-mail address and profile data will not be communicated.



Customers can be given a free voucher by an MCH exhibitor. If the customer redeems the voucher, the exhibitor will be given details of the vouchers that have been redeemed. Only the customer's postal address will be passed on. The e-mail address and profile data will not be communicated.

For its own exhibitions, MCH can implement a full-scale visitor registration system on the basis of the "online shop".

#### **Exhibition catalogues**

Customers can buy exhibition catalogues via the "online shop".

#### **Payment of exhibitor fees**

For specially designated exhibitions, the payment of exhibitor fees is made via the "online shop". The relevant details will be communicated separately for the exhibitions concerned.

## **2. Prices**

The prices specified in the "online-shop" are valid for all orders from Switzerland and the Principality of Liechtenstein. The prices include value added tax (VAT) but not postage and packaging. Exceptions are explicitly marked.

Orders with postal delivery abroad are charged without VAT. Tickets ordered from abroad and exhibitor fees paid from abroad are inclusive of VAT.

Order-based dispatching and packaging charges (postage costs as a function of quantity, size, weight and destination) will be applied for dispatching the products. The costs incurred will be shown on the order overview prior to the payment process.

## **3. Conclusion of a contract**

The suggestions posted by MCH in the "online shop" are to be considered solely as an invitation to make an offer and are therefore non-binding and without obligation. Orders placed by customers via the "online-shop" are considered as binding offers to MCH. The customer undertakes to provide correct details when placing their order.

The contract will only come into being when MCH provides notification of acceptance. Acceptance can take the form of an invoicing transaction or the delivery of the products, or the provision of the services. Confirmation of receipt of the order by e-mail does not constitute notification of acceptance.



#### **4. Delivery**

Tickets purchased via the "online-shop" entitle the customer to direct admission of the exhibition in question. They are offered as downloads on the website and additionally sent as an attachment in the confirmation e-mail. Postal delivery of online tickets is excluded. All other products are sent by non-registered mail.

Unless stipulated to the contrary, the delivery deadlines specified by MCH are provided by way of a guide. If the customer specifies other delivery deadlines or dates, these are not deemed to be binding. MCH will endeavour to dispatch the articles ordered as rapidly as possible.

If individual products are out of stock, no partial delivery will be made of the products that are available. Delivery will only be made as soon as all the products are available.

In the case of dispatching costs, it should be borne in mind that these are calculated individually for each product in relation to the quantity, type of delivery and the postal rate zone. The calculated amounts are displayed in the order overview for the customer to see before they initiate the payment process.

Orders that are not placed via the "online shop" (by fax, e-mail, letter, etc.) and orders that contain incomplete data cannot be implemented. MCH will notify the customer of this by phone or in writing.

#### **5. Payments**

Payment for products and charges ordered in the "online-shop" is to be made exclusively by credit card. The credit cards accepted are American Express, VISA, Diners Club and Mastercard. The "online-shop" uses 3-D Secure as a security standard for credit card payments.

#### **6. Warranty**

MCH guarantees that the products it delivers are free from deficiencies that eradicate or substantially reduce their value or their suitability for their intended use. Any deficiencies are to be reported without delay. In the event of a justified notification of defects, the customer is first granted the right to a replacement. If a replacement is not possible within the specified period, the customer will be entitled to request a reduction of the purchase price (price reduction) or to withdraw from the contract (annulment). For the rest, the regulations set out in Articles 197 ff of the Swiss Code of Obligations apply in the case of material defects. In all cases, MCH is only liable in the event of intent and gross negligence. Any further material or legal guarantees are excluded.

#### **7. Right of cancellation**

The customer can cancel their order within a period of two weeks of receipt without specifying a reason. The cancellation must be in writing (e.g. by letter, fax or e-mail). To observe the deadline, it is sufficient to send the cancellation on time to: [MCH Swiss Exhibition \(Basel\) Ltd., e-Marketing Services, CH-4005 Basel, e-mail: online-shop@messe.ch, Fax: +41 58 206 21 93](#)



There is no right of cancellation for admission tickets and exhibitor fees that have been paid. In the event of an effective cancellation, the services received on both sides must be repaid, with compensation for the benefits derived therefrom, where necessary.

## **8. Data protection**

The processing of personal data (names, postal addresses, telephone numbers and/or credit card numbers, etc.), provided by the customer in conjunction with the use of MCH online services, is governed by the data protection legislation.

With their registration under "my-login", the customer authorises MCH to store their personal data in machine-readable form and to process this data for carrying out the order. In addition to this, the customer, with their registration under "my-login" also declares their agreement (opt-in) to MCH using their personal data to inform them about new products and services that are likely to interest them on the basis of their order (e.g. visits to exhibitions, exhibition offers, innovations on the website, and modes of payment, etc.). MCH reserves the right to send the customer enquiries and information by e-mail or post, without prior notice. Customers can unsubscribe to newsletters that are offered at any time once the first one has been dispatched (opt-out).

Handing over personal data to third parties without the customer's consent is prohibited, except in conjunction with the processing of the contract. Third parties who process personal data on behalf of MCH are governed by strict contractual conditions and must protect this data meticulously. Handing over personal data to any third parties for promotional purposes is excluded. With their registration, the customer expressly agrees to the above conditions governing the use of their data, the processing of their data by third parties involved in the handling of contracts and the possible transfer of data over a national border. In the event of data being transferred over a national border, data protection will be assured. In particular, no data will be transferred to countries that do not comply with the internationally recognised standards as per the list of countries with equally-effective data protection issued by the Federal Data Protection Commissioner.

Address data may be stored by the customer and, in this case, consulted and amended at any time under "my-login".

## **9. Technical security**

To ensure the secure functioning of its online services, MCH works together with specialised firms and employs recognised technology.

Transferred customer data is stored securely behind a set of firewalls and thus protected from any external access. Customer data is handled according to the Data Protection Act, i.e. the data is neither transformed nor transferred to third parties without permission.

The "online-shop" system uses cookies with a limited life span. These cookies ensure the technical operation of the shopping basket.

Cookies are used on all MCH web pages. These are tiny files that are deposited on our customers' computers in order to automatically display frequently-used data when information is called up more than once. Cookies do not pose a threat to the customer's PC. Customers can thus set their browser to receive our cookies without hesitation.



By calling up our web pages, you will provide MCH with use data that is stored for security reasons, possibly permitting identification (for example, IP address, date, time, and the consulted pages). This data is processed anonymously by MCH in order to study user behaviour and compile statistics.

Offers from our online services are available 24 hours a day, seven days a week, excluding technically-conditioned interruptions or force majeure which is beyond MCH's sphere of influence.

## **10. Miscellaneous**

MCH reserves the right to modify these general terms of business (GTBs) at any time. Modifications will be notified to customers by appropriate means and particularly through publication on the MCH web pages. If a change is made to the disadvantage of the customer, the customer may terminate the contractual relationship within one month of receiving notification of the change, without giving notice.

If one or more clauses of these GTBs are ineffective, this will not render the entire GTBs or the entire contract ineffective. The ineffective provision will be replaced by the relevant statutory ruling.

## **11. Applicable law and place of jurisdiction**

Swiss law is the sole applicable law. Insofar as MCH Swiss Exhibition (Basel) Ltd. is a party to the contract, customers will accept that the ordinary courts of the Canton of Basel-Stadt are competent in the event of disputes with exhibition management. Insofar as MCH Swiss Exhibition (Zurich) Ltd. is a party to the contract, customers will accept that the ordinary courts of the Canton of Zurich are competent. MCH may also make claims against their customers at their place of residence.

## **12. Enquiries/Contact**

Enquiries regarding the online ordering and online use of products and services and also regarding data protection at MCH should be sent to [online-shop@messe.ch](mailto:online-shop@messe.ch).

MCH Swiss Exhibition (Basel) Ltd.

MCH Swiss Exhibition (Zurich) Ltd.

The Management

Basel and Zurich, September 2009