

General Terms and Conditions (GTC) of jl.medien GmbH

1. General

The following General Terms and Conditions (AGB) apply to all services provided by jl.medien GmbH. These apply exclusively. Other general terms and conditions of the customer that deviate from these contractual terms and conditions do not apply. They shall not become part of the contract even if jl.medien GmbH does not expressly object to their validity or if the customer declares that he only wishes to conclude the contract on his General Terms and Conditions.

2. Contractual basis, Benefits, Reservation of benefits

2.1 For entries, the order becomes legally binding as soon as it is received by jl.medien GmbH. The contractual relationship between jl.medien GmbH and the customer comes into effect when the customer places an order and jl.medien GmbH accepts it, which can be done either expressly or tacitly by providing the agreed service. A further order confirmation is not necessarily required. In the case of advertisements and other advertising placements, each order only becomes legally binding after written confirmation by jl.medien GmbH.

2.2 In the case of a verbal/telephone contract conclusion, the client will receive a written confirmation. The content of this commercial letter of confirmation is deemed to be accepted by the client if he does not object immediately.

2.3 jl.medien GmbH reserves the right to refuse to accept an order if the customer is in arrears with obligations from other existing previous contractual relationships with jl.medien GmbH.

2.4 jl.medien GmbH is entitled not to publish advertising that violates legal regulations or morality or is of an ideological or political nature. If the customer submits such advertisements, the customer must pay for the advertising time and space booked for them, even if the advertisements are not broadcast or published by jl.medien GmbH. The above-mentioned reasons also entitle jl.medien GmbH to withdraw from the contract or to terminate it without notice if jl.medien GmbH only becomes aware of this after acceptance of the order.

2.5 jl.medien is not obliged to check advertisements, other advertising placements and/or entries for their legal admissibility or whether the rights of third parties are infringed by their content, presentation or design. The customer guarantees that no third-party rights, in particular competition, trademark, copyright or personal rights, are infringed by the entries and other advertising placements. Furthermore, the client shall bear sole responsibility for the content and legal admissibility of the texts and images provided for the entries and advertising placements. In this respect, the customer releases jl.medien GmbH from all claims by third parties and undertakes to reimburse jl.medien GmbH for all costs incurred as a result.

2.6 For entries and advertising in the trade fair publications of an event, the specifications of the publisher (trade fair company or organiser) are decisive.

2.7 The client is responsible for paying any levies and fees (e.g. licence or GEMA fees) for the advertising placements.

2.8 Orders for the publication of entries, advertisements and advertising placements must be received by the closing date notified by jl.medien GmbH.

2.9 Templates for advertising circuits in printed or electronic media must also be supplied by the closing date for submissions in the formats and technical specifications (e.g. file formats) specified in the media data. In the event of deviations from this, jl.medien GmbH does not assume any guarantee for proper presentation. Additional costs may be charged for any necessary reworking. If the customer does not supply the necessary documents in good time, he authorizes jl.medien GmbH to design the entry at its own discretion - at the time of necessity. The obligation to pay remains in force.

2.10 Advertisements must also be delivered in the format specified in the media documents. When executing the order, technically caused colour deviations from any proofs supplied are reserved and do not justify a price reduction.

2.11 jl.medien GmbH will identify advertisements and other advertising placements that are not recognisable as advertisements or advertising placements due to their editorial design with the word "advertisement".

2.12 For the duration of the contract, the customer grants jl.medien GmbH and its vicarious agents the right to digitalise, process (refine) and adapt for input into electronic information systems the raw data provided for the execution of the contract.

2.13 The customer agrees to the shortening of texts by jl.medien GmbH if the amount of text supplied does not meet the specifications.

2.14 Placement requests for advertisements are subject to the availability of accommodation. jl.medien reserves the right to make placement changes for technical reasons; these do not affect the validity of the order.

2.15 Proofs must be approved by the client within 7 calendar days of receipt. If these 7 calendar days extend beyond the official editorial deadline, this deadline shall be deemed the deadline.

2.16 The return of documents that the customer has provided to jl.medien GmbH for the purpose of fulfilling the order shall only take place at the express request of the customer after publication. They shall be returned in the condition customary after processing. The obligation to store lithographs and other printing documents ends two months after publication of the respective printed work.

2.17 The presentation of entries and advertising placements in an online medium or app is also in conformity with the contract if there are differences in colour and typesetting compared with the output media provided by the customer to jl.medien GmbH.

2.18 The Customer will immediately check the entries concerning him in the online medium and in an app for correctness after publication. Errors must be reported to jl.medien GmbH without delay.

2.19 jl.medien GmbH will make every effort to execute the order on the scheduled date, but is not liable for adherence to the publication date.

3. Scope of services, Fulfilment of order, Terms of payment

3.1 The scope of the services to be provided by jl.medien GmbH within the framework of the order and the prices to be charged for them are set out in the media documents published by jl.medien GmbH for the relevant event or on a marketing and media services website.

3.2 The fees for cross-media entries and advertising placements intended for several information media of an event shall become due for payment without deduction upon invoicing after processing the order and/or publication in an information medium of the event, e.g. in the online medium, even if the publication in other media has not yet taken place and cannot be carried out if necessary. The fees for the placement of advertisements in a print medium of the event are due for payment upon invoicing after the print medium has been created and published. The fees for special advertising placements in an app are due for payment upon invoicing after the app has been created and published.

3.3 In the event of force majeure, any obligation to fulfil orders expires during this period. Partial performances or services rendered up to that point shall be remunerated. This applies in particular to the case that due to force majeure dates for events are postponed or events are cancelled. Force majeure shall in particular be deemed to be the prevention of performance due to war, civil unrest, strike and lockout, terrorist attacks or the outbreak of an epidemic or pandemic.

3.4 All prices are exclusive of the statutory value added tax applicable at the time.

3.5 The invoice amount is due for payment after receipt of the invoice without any deduction and free of charges, in accordance with the terms of payment stated on the invoice. Payments are to be made exclusively to the account of jl.medien GmbH stated on the invoice, quoting the invoice and customer number. jl.medien GmbH is not obliged to accept cheques. For cheque deposits of foreign cheques, a flat-rate processing fee of up to EURO 25.00 plus VAT shall be charged, depending on the amount involved. All bank charges and transfer fees shall be borne by the party liable to pay. In the case of direct debit, the direct debit will be made three days after invoicing. Returned direct debits are charged with a processing fee of EURO 15.00.

3.6 jl.medien GmbH expressly reserves the right to advance payment.

3.7 jl.medien GmbH is free to send its invoices by letter post or electronically by e-mail or fax. The customer agrees to the electronic transmission of invoices.

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3.8 In the event of late payment or deferment of payment, interest on arrears shall be charged at the rate specified in § 288 BGB as well as reminder costs of EURO 5.00 per reminder and any collection costs.

3.9 For tax law reasons, invoices for services which jl.medien GmbH has provided or will provide to the customer as its contractual partner cannot be issued or reissued to an invoice recipient who differs from the customer. If the customer wishes to make a subsequent change to the invoice (e.g. due to a change in legal form, address, name, or omission of VAT due to a subsequent VAT ID number, etc.), the customer shall pay a flat-rate expense allowance of EURO 20.00 plus VAT for each change to the invoice. This amount shall not apply if the information contained in the original invoice was incorrect and the client is not responsible for the incorrect information.

3.10 The contracting party may not assign its claims arising from business relations. Retention of payments due to outstanding performances from other orders is excluded.

3.11 Agency discounts and/or agency fees are not granted by jl.medien GmbH.

4. Conditions, Withdrawal, Outage

4.1 The condition of this contract is that the client receives the admission to the event in question from the organiser and that this admission is not withdrawn. If admission to the event in question is withdrawn from the customer after the editorial deadline for the booking of entries and advertising for reasons for which the customer is responsible, the customer is obliged to pay jl.medien GmbH the fee for the booked entries and advertising without the contractual service being provided.

4.2 If the client withdraws from his order or his participation in an event after the order has been placed or if he does not send the required information templates in time, the following cancellation fees will be charged:

- 50 % of the order value in case of cancellation until publication
- 100 % of the order value in case of withdrawal after publication

Publication is defined according to item 3.2 in these contractual conditions.

4.3 A refund of payments made in case of cancellation or postponement of an event is excluded.

5. Notification of defects

Notification of defects must be made to jl.medien GmbH in writing within 30 days of publication/execution at the latest, otherwise any claim will lapse. Insignificant defects in the execution of the order do not entitle the customer to a price reduction. If defects are related to an entry, the customer shall not be entitled to refuse payment for another order that is subject to a charge. A set-off is only permissible if the client's claim for set-off is undisputed or legally binding.

6. Liability

6.1 The liability of jl.medien GmbH is limited to intent and gross negligence unless a material contractual obligation is culpably violated. This applies to all damages, regardless of the legal basis, including those resulting from tort.

6.2 In the event of a culpable breach of a material contractual obligation, the liability of jl.medien GmbH is limited to damage that typically occurs and that was reasonably foreseeable for jl.medien GmbH at the time the contract was concluded, provided the breach of the material contractual obligation was not grossly negligent or intentional.

6.3 Furthermore, liability for financial losses is limited to the respective order value.

6.4 The above limitations of liability shall not apply to damages resulting from injury to life, body or health. The liability of jl.medien GmbH in accordance with the provisions of the Product Liability Act or other mandatory statutory provisions also remains unaffected.

6.5 jl.medien GmbH shall not be liable for system failures or difficult access to the customer's entries and advertising placements in the online medium and in an app due to network overload. jl.medien GmbH shall not be liable for technical faults insofar as these fall within the area of responsibility of other providers (such as Internet providers). jl.medien GmbH shall not be liable for the uninterrupted or error-free availability of the service.

6.6 Neither jl.medien GmbH nor its employees and other vicarious agents guarantee that certain results or coverage can be achieved through entries and advertising in the media of an event.

7. Data processing, Data protection

With his signature, the customer expressly declares his agreement that jl.medien GmbH or the organiser may store, process or pass on personal data and business data of the customer in accordance with the EU Data Protection Basic Regulation - also using electronic data processing - for purposes relating to the order. The customer also agrees that the data provided by him in the order (entries and advertising) may be published in other media published by the organizer or jl.medien GmbH. The customer can revoke this agreement in writing at any time.

8. Inclusion of third parties in the contractual relationship

jl.medien GmbH is authorised to commission third parties to fulfil the obligations assumed under this contract. This shall not result in a contractual relationship between the customer and the third party company. The customer is only entitled to transfer rights and obligations from this contract to third parties with the prior written consent of jl.medien GmbH.

9. Place of jurisdiction, Final provisions

9.1 The place of performance is Unterhaching near Munich.

9.2 The place of jurisdiction for all legal disputes arising from this contract shall be Munich if the contracting parties are merchants, legal entities under public law or special funds under public law, or if the client has no general place of jurisdiction in the Federal Republic of Germany, or if the client moves its domicile or usual place of residence outside the Federal Republic of Germany after conclusion of the contract, or if its domicile or personal residence is unknown at the time when legal action is filed. In addition, jl.medien GmbH is also entitled to sue the customer at the court with jurisdiction for his registered office.

9.3 All legal relationships between jl.medien GmbH and the customer shall be governed exclusively by the law of the Federal Republic of Germany.

9.4 If a provision of these contractual terms and conditions is or becomes invalid, the remaining provisions shall not be affected thereby. In this case, the parties undertake to agree on a new provision that comes as close as possible to the invalid provision.