
General Terms of Business

Clause 1 Purpose of the General Terms of Business

1. The purpose of these General Terms of Business is to lay down the terms of contract for contracts between Messe München GmbH, Messagelände, 81823 München, Germany, hereinafter referred to as "MMG," and the trade visitor to the ISPO Shows, hereinafter referred to as "Contracting Party," on his/her participation in the ISPO Membership Programme.
2. Upon application for participation in the ISPO Membership Programme, the Contracting Party accepts MMG's General Terms of Business.
3. The currently implemented General Terms & Conditions apply. MMG reserves the right to change or amend the General Terms & Conditions at any time. MMG will notify the contract partner of any changes. Unless the contract partner objects in writing within four weeks after notification by MMG, the contract partner accepts the respective changes.
4. If the Contracting Party uses his/her own General Terms of Business and these deviate in content from MMG's General Terms of Business, only MMG's General Terms of Business shall apply.

Clause 2 Persons Entitled to Participate

Only persons who are not consumers as defined in Clause 13 of the German Civil Code (BGB) and who can be admitted as trade visitors to ISPO Shows (see all fairs at www.ispocard.com) are entitled to take part in the ISPO Membership Programme.

Clause 3 Conclusion of Contract

1. Each person wishing to take part in the ISPO Membership Programme declares his/her wish to participate by completing and signing the form and then submitting it to MMG. The ISPO CARD can be purchased online all year or at the ISPO shows in Munich.
2. Upon sending off his/her application, each Contracting Party makes a binding offer. The contract between MMG and the Contracting Party on participation in the ISPO Membership Programme comes into effect when MMG has confirmed in writing the applicant's admission to the ISPO Membership Programme.
3. Applicants do not have a right to take part in the ISPO Membership Programme.

Clause 4 Services Provided by MMG

1. MMG will provide the contract partner with the ISPO CARD after MMG receives remittance of the appropriate fee.
2. The Contracting Party can make use of other special services, the current range of which is published at www.ispocard.com.

Clause 5 ISPO CARD

1. ISPO CARD permits the contract partner with unlimited access to the ISPO Show and partner event each (list of events at www.ispo.com/card) during the contract term, under the condition that the contract partner's account is in good standing and the fee has been paid.
2. The ISPO CARD remains MMG's property. The ISPO CARD is issued exclusively for the Contracting Party and cannot be transferred. Passing on the ISPO CARD to third parties is prohibited.
3. The ISPO CARD is valid only in conjunction with an official identification card with a photograph.
4. The Contracting Party undertakes to inform MMG immediately if the ISPO CARD is lost or stolen. MMG levies a non-recurring charge of EUR 25.00 incl. VAT for issuing a new ISPO CARD.
5. MMG reserves the right to replace the ISPO CARD at its own risk and expense at any time.

Clause 6 The Contracting Party's Obligations

1. The contract partner is obligated to pay the ISPO CARD fee. The fee becomes due upon contract agreement and includes the right to access the next three scheduled ISPO Shows as well as the partner events listed at www.ispo.com/card. The fee amount is shown on the registration form. The contract partner pays the respective fee by credit card. MMG accepts the following credit cards: Visa, American Express, MasterCard. The contract becomes valid only when the payment is posted in MMG's account. The terms & conditions by the official representatives of Messe München GmbH apply for foreign transactions.
2. The contract partner is obligated to inform MMG immediately about any changes regarding name, address or company.

Clause 7 Duration of the Contract, Termination

1. The term of the contract starts upon release of a written confirmation by MMG. The term of the contract ends after one year; no separate cancellation is necessary.
2. The right of extraordinary termination for cause remains unaffected. The cancellation of one of the respective events for whatever reason by MMG represents a valid cause for both contract partners. Other valid causes for MMG in particular include
 - a) if the ISPO CARD contract partner offers the use of his/her personal ISPO CARD to a third party in violation of § 5 Nr. 2;
 - b) if the contract partner forfeits his/her right to participation in the ISPO membership program as outlined in § 2.
3. In case of a termination, the ISPO CARD will become invalid at the moment of contract expiration. The contract partner is obligated to return the ISPO CARD to MMG immediately. MMG will void the ISPO CARD, cancelling any access to events after contract termination. Moreover, the contract partner is no longer eligible to receive any additional special services.
4. In the case of an extraordinary termination by MMG, the contract partner is not eligible to receive any refund of the remitted contract fee from MMG.
5. Termination must be in writing.

Clause 8 Liability

MMG is liable for damage caused intentionally or by gross negligence. In the case of negligence, MMG is liable only for the infringement of important contractual obligations, in particular for the main services to be rendered under the contract. In the case of negligence, MMG is not liable for consequential damage; otherwise liability is limited to ten times the annual participation fee. In the case of data losses, MMG is liable only in as far as the Contracting Party can prove that data were secured at least once a day. These limitations to liability do not apply to damage to body, life or health.

Clause 9 Benefit booklet

Each voucher of this booklet is redeemable only in combination with a valid ISPO CARD. Vouchers cannot be exchanged for cash; defaced, mutilated, altered, lost or stolen vouchers will not be replaced, refunded or redeemed. The vouchers are not exchangeable and cannot be combined with other discount offers.

Clause 10 Other Provisions

1. Should one or several provisions of this contract become invalid in whole or in part, the contract will otherwise remain effective. Invalid provisions will be replaced by such provisions as come closest to the aim pursued by the parties.
2. Only the law of the Federal Republic of Germany shall apply; international uniform law shall be excluded.
3. If the contracting parties are business people, legal persons under public law or a special fund under public law, or at least one of the contracting parties does not fall within the general jurisdiction of the German courts, Munich is the place of performance for all litigations arising from the contract. The same shall apply if, after conclusion of the contract, the Contracting Party moves his/her place of residence or customary place of abode from the Federal Republic of Germany or his/her personal whereabouts are not known at the time of bringing an action. MMG is also entitled to bring an action against the Contracting Party at the court which has jurisdiction for the Contracting Party. Munich is the place of performance for all obligations arising from this contract.