Auto Mobility LIVE
Autovista Group TCO Awards
General Terms and Conditions

1. SCOPE OF THESE GENERAL TERMS

1.1 These General Terms and Conditions for the Auto Mobility LIVE and for the Autovista Group TCO Awards (the „General Terms“) shall govern the contractual relationship between Schwacke GmbH, Hanauer Landstraße 160, 60314 Frankfurt am Main ("Organizer") and the following:

1.1.1 anyone ("Participant") purchasing a Ticket in his or her name;

1.1.2 anyone invited by a Participant to a table for the awards ceremony ("Guest")

and

1.1.3 anyone ("Nominee") having accepted a nomination for the for the Autovista Group TCO Awards ("Nominations").

1.2 Any general and other terms and conditions of business of the respective Participant, Guest or Nominee shall not apply.

1.3 Tickets and Nominations are available to business customers only. For the purpose of these General Terms, a „business customer“ is an individual, company or partnership vested with legal capacity who enters into the relevant contract in the conduct of its business or its self-employed professional activity (Sec. 14 (1) of the German Civil Code). The Organizer reserves the right to request proper demonstration that the Participant is a business customer within the above meaning and to decline registration and purchase of Tickets (including refund of already purchased Tickets) in case the Participant is not a business customer.

2. AUTO MOBILITY LIVE AND THE AUTOVISTA GROUP TCO AWARDS

2.1 The Auto Mobility LIVE is a one-day event, consisting of a conference during the day and an award ceremony in the evening. Tickets can be purchased for the conference and/or the award ceremony. Further details regarding the Auto Mobility LIVE are set forth on the Organizer's website.

2.2 The Autovista Group TCO Awards will be presented alongside the Auto Mobility during the award ceremony in the evening. The nominee categories and further requirements are set forth on the Organizer's website.

2.3 The Organizer reserves the right to change the schedule, the content, and the location of the Auto Mobility LIVE conference and/or the Auto Mobility LIVE award ceremony, to replace announced speakers with others and to make necessary changes to the event programme while preserving the overall character of the event and providing equivalent substitute.
3. **PURCHASE OF TICKETS AND PAYMENT**

3.1 The Tickets can be purchased by the Participant through the Organizer's webshop. The Tickets are personalized and each Participant has to place an individual order.

3.2 By placing an order in the webshop, the Participant makes a binding offer to purchase the relevant Tickets. Without undue delay upon receipt of the order, the Organizer will send to the Participant by e-mail a confirmation of receipt, which shall not constitute an acceptance of the order. Full payment of the order shall constitute acceptance by the Organizer. The sales contract with the Participant shall not become effective until full payment of the order.

3.3 The payment of the purchase price for the Tickets shall become due with the conclusion of the purchase agreement between the Organizer and the Participant. The different payment options are set out in the Organizer’s webshop.

3.4 If the Participant books one or more tables for the awards ceremony, he/she will be able to sit up to 10 people (including himself/herself) at each table. The Organizer will follow up with each Participant booking a table to ask for the contact details of the Guests to be invited. The Organizer will then send a confirmation link via e-mail to each Guest. Each Guest can then confirm its participation by visiting the Organizer's Website and following the instructions given. Acceptance of these General Terms and acknowledgement of the privacy policy is a prerequisite for each Guest's confirmation and participation in the event.

4. **TRANSFER, CANCELLATION AND REFUND OF TICKETS**

4.1 Up to 7 (seven) days before the Auto Mobility LIVE, the Participant may communicate to the Organizer any substitute participant who shall attend the Auto Mobility LIVE instead of any participant originally nominated. Such communication shall be made to the following e-mail address: events@autovistagroup.com. Section 3.4 shall apply to any substitute participant, but the Participant shall owe the purchase price for the Ticket even if the substitute participant does not confirm its participation. Once the substitute Participant has confirmed its participation, the Organizer will inform the originally named Participant via email that the Ticket originally issued is void.

4.2 The Participant may cancel any Ticket for the Auto Mobility LIVE conference and/or the Auto Mobility LIVE award ceremony. In case of cancellation of up to 30 days prior to the Auto Mobility LIVE the Organizer will issue a refund in the amount of 75% of the total cancelled Ticket price. In case of cancellation at a later point in time, no refund will be issued.

4.3 The cancellation of the Tickets shall be made in writing (e-mail to events@autovistagroup.com is sufficient). If the Participant is eligible to a refund following this section of the General Terms, the Organizer will provide the payment using the same payment method as for payment of the Tickets.

5. **NOMINATIONS**

5.1 Independent of any Ticket purchase, anyone has the possibility to nominate specific automotive products, companies or individuals for the Autovista Group TCO Award.
Anyone may nominate as many nominees in as many categories as he or she would like. The deadline for the nomination is 17 March 2020.

5.2 The Organizer will contact each nominee. Each nominee can then confirm acceptance of the nomination by visiting the Organizer's website and following the instructions given. Acceptance of these General Terms, acknowledgement of the privacy policy and consent regarding any photographs to be taken at the Auto Mobility LIVE and use of Nominee's name, trade name, trademarks (if applicable) and picture for advertising purposes by the Organizer, its affiliates and the sponsors of the Auto Mobility is a prerequisite for each Nominee's confirmation. If a nominee fails to confirm its acceptance within two weeks, the respective nomination shall be void.

5.3 The shortlist of the Nominees will be announced on 31 March 2020. The judging panel will choose the winners in April 2020. The winners will be revealed at the awards ceremony at the Auto Mobility LIVE.

6. LIABILITY; FORCE MAJEURE

6.1 The Organizer's liability is unlimited in case of wilful intent, gross negligence, damages caused by fraudulent concealment of defects, assumption of a quality guarantee, for claims based on the German Product Liability Act (Produkthaftungsgesetz) and for injuries to life, limb, or health. In case of slightly negligent breach of a material contractual obligation (i.e. an obligation whose fulfilment makes the proper execution of the contract possible in the first place and in whose compliance the Participant, Guest and/or Nominee regularly trusts and may trust) the Organizer's liability is limited to the compensation of the typical, foreseeable damage. Further liability on the part of the Organizer is excluded.

6.2 The Organizer is released from its obligations under this agreement in case of force majeure, i.e. due to causes beyond its reasonable control and without its fault or negligence. This shall include, without limitation, acts of god, strike, civil commotion, acts of government and any other comparable unforeseeable, unavoidable event. In case of cancellation by the Organizer the Ticket price will be reimbursed to the Participant. Subject to Section 6.1 above, all further claims against the Organizer are excluded.

7. OTHER PROVISIONS

7.1 In cases of doubt, the provisions of these General Terms remain binding in their other parts even if individual provisions are legally invalid. The parties undertake to replace invalid provisions by provisions that come as close as possible to the intended commercial outcome. The same applies to any gaps in the contract that may exist. Amendments or supplements to these General Terms must be made in writing. Amendments or supplements through e-mail communication are not sufficient. This also applies for any changes to this written form clause.

7.2 The contract concluded between the parties is governed solely by the laws of the Federal Republic of Germany under the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). In the event of disputes relating to the contract concluded between the parties, the exclusive venue shall be at the courts of Frankfurt am Main.