

General Terms and Conditions

§ 1 – Subjects, Scope of Application

(1) The following terms and conditions govern the contractual agreement between participants or visitors („visitors“) and the Pony Events Federation e.V. („PEF“) at events and conventions („event“) hosted by the last-mentioned.

(2) They also apply to vendors, volunteers, exhibitors and contributors if no differing specific terms are given.

(3) All rooms, areas, outdoor areas and buildings in which the event takes place are referred to as “venue”.

(4) Any other terms or instructions of the proprietor, owner or custodian of the venue (“host“) remain unaffected by and override these terms.

§ 2 – Entry, Ticket Fee, Program

(1) Entry to the venue is only granted with a valid ticket.

(2) Ticket fees and payment regulations will be provided on the website of the respective event or per posting at the cash desk or entry.

(3) Ticket fees may vary over time due to management reasons or due to exclusive discounts. Changed fees are not valid for already purchased or ordered tickets.

(4) Special fees may be charged for special program items or offers. These fees will be announced on the website of the respective event or by posting.

(5) Free cancellations are possible until 2 weeks after purchase but not later than 1 week before the beginning of the event. Later cancellations are only possible as a courtesy or for a fee which will be announced together with the entry fees.

(6) Underage visitors (under the age of 18) who are not accompanied by a parent or legal guardian, may only access the venue with an allowance issued by a parent or legal guardian. PEF may exclude underage visitors from certain program items or shows or ask them to leave in the evening or night hours to enforce German child and youth protection law.

(7) The program of an event will be published as soon as possible and is subject to changes. Certain items may be cancelled or changed due to organizational reasons.

(8) A change or a non-essential shortening of the event program or a cancellation of single guests or contributors does not lead to a right of withdrawal. Such right is although granted if the overall program or event experience is heavily interfered by a change.

§ 3 – Rules of Conduct

(1) Orders by PEF, volunteers and the host must be followed.

(2) No weapons, dangerous items, alcoholic beverages, drugs or weapon replicas may be carried along at the venue.

(3) No forbidden, youth-corruptive, violent, explicit or offensive symbols or media are allowed at the venue. (4) Marked emergency exits or hall- and doorways may not be blocked. The function of and access to fire protection facilities may not be impaired.

(5) Respectively marked areas and the stage areas may not be accessed without allowance of PEF.

(6) Other people may not be offended or harassed. Everyone is asked to respect the privacy of guests and contributors, especially when making sound or image recordings.

(7) Waste must be deposited into the respective bins. Everyone is asked to keep the venue clean.

(8) Any food and drinks except water is forbidden in halls and rooms that are equipped with sensible technics or cushioned chairs.

(9) Animals may not access the venue. This does not apply to companion animals (e.g. guide dogs for the blind).

(10) In case of medical emergencies, acts of violence or other incidents, PEF or the host must be informed immediately.

§ 3a – Restrictions

(1) Third persons who are neither acting on behalf of a public authority or entity nor as a journalist and who intend to access the venue for the purpose of investigations, surveys, raising data, filming, photograph or similar activities, need to register to the PEF before accessing the venue.

(2) Named registration must include information on the principal, the intended activity and it’s exact purpose and occasion as well as any party raised data or records will be passed on to. Additionally, an official photo ID has to be shown.

(3) In case of a violation of the compulsory registration according to (1) or false or incomplete information against (2), a contractual penalty is claimed which should siphon off any financial outcome of the violating activity.

(4) The regulations according to (1) to (3) do not apply to persons, who

- are not journalists, but still write reports or take photos etc. for magazines or other media, that are comparable to journalistic reports (esp. bloggers, reporters etc.),
- act on behalf of a NGO that is charitable according to § 52 Abgabenordnung (tax code) or
- only act by personal interests, do not raise any income and are not acting within the scope of application of the General Data Protection Regulation (esp. hobbyist photographers).

Furthermore, those regulations do not apply to the persons named in in § 1 (1), (2) and (4).

§ 4 – Consequences of Rule Violations

(1) PEF may exclude violators from the event and/or future events.

(2) PEF may ask the host to post a house ban for the duration of the event or even longer.

(3) In case of a house ban or exclusion, the ticket fee will not be refunded.

(4) PEF may additionally claim compensation for financial or reputational damages. Claims of the host are not affected.

(5) In case of criminal offenses, especially acts of violence, a criminal charge will be filed.

§ 5 – Sound, Image and Video Recordings

(1) PEF may produce sound, image and video record during events. These records may be broadcasted, published and used later.

(2) PEF also may allow others to take, use, broadcast and publish records during an event.

§ 6 – Data Privacy

(1) To make the event happen, certain data is raised on a voluntary basis, especially when buying a ticket. (2) PEF may use these personal data

- for handling and processing of tickets and
 - to push claims based on this contractual relationship.
- (3) PEF may also use anonymized data for internal analysis and controlling.
- (4) PEF may also use e-mail addresses raised when buying a ticket to send information on the event or ask to take part in surveys. The visitor may revoke the last-mentioned agreement at any time.
- (5) PEF only forwards data due to legal responsibilities or to help enforcing claims of the host or other victims.
- (6) Data will be kept as long as they are needed for the respective business, at the longest for 10 years.
- (7) The data security policy of the PEF applies and is acknowledged by using the offerings of the PEF. Besides, the regulations of the German Federal Data Security Law (Bundesdatenschutzgesetz – BDSG) apply.

§ 7 – Documents

- (1) Tickets, vouchers and order confirmations have to be kept and shown when demanded.
- (2) PEF will take no responsibility for and will not refund lost, damaged or unreadable documents except in cases of culpability.
- (3) In case of theft or loss, order confirmations may be cancelled and replaced until 1 working day in advance of the event. Later replacement is only possible due to goodwill and only if the order confirmation has not been turned in for a ticket yet.

§ 8 – Legal Disclaimer, Lost and Found

- (1) PEF does not take any responsibility for damages of any kind, especially personal injury, material damage, theft or loss during and relating to the event.
- (2) Lost and found items that have been lost during the event will be kept for one year and thereafter become property of PEF. PEF holds no responsibility for loss or damage of lost and found items. The owner has to bear the costs of restitution and return of lost and found items, especially shipping costs.
- (3) The disclaimer according to § 8 (1) does not apply in case of culpable or gross negligent behavior of PEF.
- (4) If an event is cancelled, already paid ticket fees will be refunded within 2 weeks after the cancellation is announced. Discounts will be considered. Claims or demands forfeit with the announcement of the cancellation.
- (5) In case of a cancellation as named in § 8 (4), refund of any other costs, especially hotel, travel or cancellation costs, is excluded.

§ 9 – General Terms

- (1) German (civil) law applies.
- (2) If one term is or becomes void, it will be replaced by the legal regulation. The other terms may not be affected.
- (3) Varying terms must be given in writing or via e-mail.
- (4) Place of jurisdiction is Kamen, Germany.
- (5) If separate terms and conditions are announced for single events, they override these terms and conditions if varying. Same counts for house regulations of the venue.

Kamen, on the 5th of October 2018

The Board of Directors