

General Terms and Conditions

§ 1 – Subjects, Scope of Application

(1) The following terms and conditions govern the contractual agreement between the

Pony Events Federation e.V.
Poststraße 6 · 59174 Kamen
www.pony-events.eu
info@pony-events.eu

(„PEF“) and the customers („customers“) as well as visitors and participants of events hosted by the PEF („visitors“).

(2) These terms also apply for volunteers, exhibitors, vendors, panelists and other performers if no special agreements or terms exist.

(3) All rooms, areas and buildings in which an event takes place are considered and referred to as „venue“. This also applies for non-public or closed areas.

(4) Terms or instructions of the venue host remain unaffected by and override these terms.

§ 2 – Access to Venue Grounds

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

(2) Underage visitors, who are not accompanied by a parent or legal guardian, may only access the venue with a written allowance issued by an entitled person. PEF may exclude underage visitors from certain parts of the event to enforce German child and youth protection law.

(3) All visitors must obey the rules of conduct (§ 10 ff.) during their visit.

(4) Third persons who are neither acting on behalf of a public authority nor as a journalist and who intend to access the venue for the purpose of investigation, survey, raising data, filming, taking photos or for similar purposes, need to register before accessing the venue.

(5) Registration must include information on the principal, the intended activity as well as its exact purpose and all parties raised data or records will be passed on to.

(6) In case of a violation or false resp. incomplete information, a contractual penalty adequate to the financial revenue is claimed.

(7) The regulations according to subpar. 3 to 6 do not apply to persons, who produce redactional content for blogs, magazines or similar media regardless of not acting as a journalist or who act on behalf of a NGO which is considered a charitable organization according to § 52 of the German Tax Code (Abgabenordnung) as well as persons who act with non-profitable, private intents.

(8) Journalists may access the venue, take interviews and make photo, audio or film recordings. We kindly ask to register at the convention office and to respect the personal rights of our visitors.

§ 3 – Ticket Sales

(1) Tickets may be bought in advance or at the box office for the given price. Prices will be announced on the event website and at the box office.

(2) Ticket prices may be raised or lowered at any time. If ticket prices are raised, bought tickets remain valid without surcharge.

(3) For single events or programs, an additional fee may be raised by the PEF or a third-party host. These fees as well as possible third-party hosts will be announced in advance.

(4) Ticket sales, especially at the box office, may be closed at any time due to restricted availability or capacity of the venue. The PEF does not guarantee that tickets will be available at the box office.

§ 4 – Merchandising and Sponsoring Goods

(1) PEF may sell merchandising goods via online shops or at the venue. PEF may also offer sponsor tickets without access rights or other goods and services as well as collect funds via fundraising services to support its events.

(2) If goods and services are offered via platforms or third-party services, any terms and conditions set by the provider apply and may override these terms.

(3) Purchasing named goods and services concludes a binding purchase agreement between the PEF and the customer. If the terms and conditions of a platform provider include a respective regulation, the purchase agreement is concluded between the customer and the platform provider.

(4) Goods and services offered via platforms will mostly be produced according to actual orders and demand after the campaign. If specified, any product pictures are considered drafts; the final product may differ in design. A differing design does not justify a right of withdrawal.

(6) If a purchased good or service includes a depiction or print of a name, pseudonym or picture according to the customer request, PEF reserve the right to deny the service or alter the depiction if the depiction violates legal restrictions or common decency, is only possible with disproportionate technical effort or is not possible because the customer does not provide necessary data.

§ 5 – Terms of Payment and Delivery

(1) Unless specified differently, payments are due 14 days after purchase. In any case, an entry fee must be paid on the day before the start of the event.

(1a) In case of payment via payment providers which offer automatic payment processing, the payment is due immediately after purchase. Any agreement between the payment provider and the customer regarding later payment or deferred payment remains unconsidered.

(1b) In case of payment via SEPA direct debit, the payment obligation is fulfilled by issuing a SEPA mandate. The PEF will collect the due amount after prenotification usually within one month.

(1c) The customer must ensure sufficient funds on the debited account. PEF may charge additional fees for direct debit returns or chargebacks.

(1d) Subpar. 1b is considered disproven in case of a direct debit return or chargeback. The payment obligation persists in that case; no additional cancellation or withdrawal rights come into effect. The payment is in that case due 3 days after the PEF has notified the customer about the chargeback or return; if the term according to subpar. 1 has not yet been exceeded, within the payment term according to subpar. 1.

(2) The payment obligation persists even after the event has ended in case the entry fee has not been paid before the end of the event.

(3) PEF specifies possible payment methods and announces them in an adequate manner. For any other payment methods, an individual payment fee may be raised which depends on the actual costs and effort. Cash payments are only accepted at the box office.

(4) Tickets are delivered electronically as a PDF document or download link. At the reception, the electronic document („e-ticket“) will be exchanged for a badge or wristband valid for entry.

(5) Visitors are responsible for providing a correct and functional e-mail address. Furthermore, visitors must check their junk or spam folders. For any extra effort to deliver a ticket or identify a functional means of communication, caused by the visitor, an extra fee may be raised to cover costs and effort. PEF is not obliged to deliver tickets via mail or to investigate the e-mail address of a visitor in case the given e-mail address is incorrect or not ready-to-receive.

(6) When using automatic payment processing or paying by SEPA direct debit, an e-ticket will be delivered immediately after the payment has been processed. In case of bank wire payment, the ticket will be delivered within 14 days after payment.

(7) In the case named under par. 4 subpar. 1, the delivery terms specified in the online shop or platform apply. If no delivery terms are specified, the items are shipped within 7 days after the supported events if delivery has been booked.

(8) If no delivery has been booked in the case named under par. 4 subpar. 1, the items may be picked up at the supported event within the given opening or pick-up times. If this is not possible, delivery may be requested until the end of the event; the customer bears any shipping costs. If items are not picked up by the end of the event, PEF is no longer obliged to deliver the purchased items. In the case named under sentence 3, delivery is at the discretion of the PEF. Fees for shipping and extra effort may be raised in that case.

(9) Subpar. 8 also applies for goodies purchased together with tickets at a sponsor rate.

§ 6 – Withdrawal

(1) For tickets, returns, refunds or withdrawals are possible without a cancellation fee within 14 days after purchase. After that period, a cancellation fee will be raised.

(2) The cancellation fees will be announced together with the ticket prices. If no cancellation fee is specified, the fee is 15,- € per ticket at standard rates and 25,- € for tickets at sponsor rates.

(3) 28 days before the event begins, returns and withdrawals are excluded in any case. In case of cancellation, the full ticket price is withheld as a cancellation fee.

(4) A right of withdrawal or refund does not exist in the cases named under par. 5 subpar. 2, 8 sentence 3 and 9 or par. 4 subpar. 6. These terms and conditions may exclude the right of withdrawal or refund in other cases of culpable behavior.

(5) If delivery is not possible at all or in time in the cases named under par. 4 subpar 1 due to unforeseeable events, delivery problems or production problems, PEF may rescind the contractual agreement and refund the full price. If delivery is delayed by more than 14 days, the customer may rescind the contract and will be refunded. A further compensation is excluded.

(6) If a person has violated the rules of conduct named in par. 10 or specified according to par. 10 subpar. 11, PEF may rescind the contract at any time and refund the full payment. This also applies if the person concerned has violated these terms and conditions in the past or caused a financial damage on the side of the PEF in the past.

(7) If an event fails to proceed, the paid entry fee excluded granted rebates will be refunded within 14 days after the event is canceled upon request. Granted rebates will be deducted. In cases of Force Majeure or a cancellation due to other events for which the PEF is not responsible, the right of withdrawal must be



exercised within one month after the cancellation has been announced. Later refunds are excluded. All open claims are forfeited without further notice in time with the announcement of the cancellation. If combined services can be fulfilled independently, the refunded amount can be lowered by the sales value or, if a sales value cannot be set, an adequate amount if the service or delivery can be made.

(8) In the case named under par. 7, further compensation, especially for travel or cancellation fees, is excluded.

§ 7 – Warranties and Consumer Protection Laws

(1) In the case named under par. 4 subpar. 1, the statutory warranty applies.

(2) If the terms of the platform provider do not specify differently, customers may invoke German consumer protection regulations and irrespective of § 355 BGB return any purchased goods within 14 days after purchase without a valid reason. A later return is only possible as a sign of goodwill; the customer bears the shipping and package costs.

(3) Personalized goods, goods with applied individual features or signalments or goods that are not held on stock but ordered after purchase according to demand are excluded from the right of return. This especially applies for goods sold within fundraising campaigns.

(4) Further excluded are all other goods named in § 312g (2) of the German Civil Code (Bürgerliches Gesetzbuch – BGB).

(5) If a product is excluded from the right of return, PEF will mention this circumstance in as suitable position.

§ 8 – Changes after Purchase

(1) Tickets may be upgraded at any time if the requested ticket tier is not sold out.

(2) For downgrades, the regulations on cancellations apply.

(3) Tickets are non-transferable and may only be transferred by the PEF on request.

§ 9 – Event Schedule

(1) The event schedule will be announced as soon as possible. The schedule may change, especially if certain program items must be canceled due to organizational reasons.

(2) A delay, a not substantial cut or the cancellation of single program items does not justify a right of withdrawal or refund. Such rights only derive if the overall event experience is severely compromised.

(3) For the consideration according to subpar. 2, only objective factors will be considered. Subjective factors, personal preferences or any personal prioritization will not be considered.

(4) In case of a withdrawal for a reason named under subpar. 2 sentence 2, the parts of a ticket at a sponsor rate for goodies will not be refunded.

(5) The schedule will be announced on the event website as well as via adequate media at the venue.

§ 10 – Rules of Conduct

(1) Orders by the PEF or the venue host must be followed.

(2) On the venue grounds, no weapons, dangerous items, alcoholic beverages, drugs, or weapon replicas may be carried. PEF decides if an item is considered dangerous.

(2a) Displaying, wearing, or distributing badges, symbols, flags, advertisements, writings or other media of political organizations, parties or loose groupings is prohibited. Furthermore, any kind of advertisement for parties, organizations or (loose) groupings, ideologies, or religious beliefs is prohibited. Especially prohibited is any kind of spoken or visible declaration of belief, allegation, or affiliation referencing organizations, individuals, (loose) groupings, or ideologies which openly reject basic values of the democratic constitutional order or which are itself liable to disrupt the event because of their known explosive nature.

(2b) By derogation from subpar. 2a, political parties, organizations or religious groups may advertise for their beliefs with explicit permission of the PEF if they respect the basic values of the democratic constitutional order.

(3) Furthermore, no symbols, media, depictions, performances, or writings may be presented on venue grounds which are illegal, liable to corrupting the youth, glorifying violence, liable to disrupt the event or erotic resp. suggestive. PEF decides if these criteria are met.

(3a) Uniforms and military insignia are prohibited regardless of their historic, national, or politic classification. An exceptional permit may be granted by PEF upon application. Visitors who are officially entitled to wear uniforms as a member of public services or to wear badges as an official reward are excluded from this regulation.

(3b) Visitors may inquire an exceptional permit if they are unsure if the regulations of subpar. 2 or 3 apply.

(3c) Visitors are obliged to apply for such an exceptional permit if the violation of subpar. 2 or 3 cannot be ruled out from an objective view.

(3d) Visitors are obliged to inform themselves about regulations on weapons, youth protection and prohibited symbols.

(3e) A visitor acts culpably or negligent in case the contractual obligations according to subpar. 3c or 3d are not fulfilled.

(4) Marked emergency exits, passages or doors may not be blocked. Emergency and fire systems must be kept accessible and operational all the time. PEF may remove any items to ensure all passages and emergency systems are accessible.

(5) Marked areas and the stage areas may only be accessed with explicit permission. In front of open stages, a safety area of one meter has to be kept clear.

(6) Other visitors or participants must not be offended or harassed. All visitors must respect the personal rights and privacy of other guests and visitors, especially when taking photos or making audio/video recordings.

(7) Waste must be disposed into the respective containers. The venue must be kept clean.

(8) In rooms with sensible technical equipment or cushioned chairs, eating and drinking is not permitted.

(9) Animals are not allowed on venue grounds. This does not apply for companion animals.

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

(11) PEF may specify house rules or additional regulations. These rules will be announced on the event website and at the venue.

§ 11 – Consequences of Violations

(1) In case of a violation of the rules named under par. 10 or specified according to par. 10 subpar. 11, PEF may exclude the person concerned from the event as well as future events. PEF may also let the venue host post a house ban for the duration of the event or a longer period.

(1a) In case of a violation of the rules named under par. 10, the PEF may also deny entry to the venue grounds. This especially counts for violations of par. 10 subpar 2 to 3a.

(2) In cases named under subpar. 1 or 1a, any right of refund or withdrawal is excluded.

(3) PEF may claim compensation for financial or reputational damages. Claims of the host or third persons remain unaffected.

(4) If a criminal offence is in question, especially in case of acts of violence, the incident will be reported to the local police.

(5) PEF may also take the measures named under subpar. 1 in case a behavior named in § 10 outside of the venue grounds damages the reputation of the PEF. This is presumed in case of negative press reports or complaints referencing the event.

§ 12 – Audio and Video Recordings

(1) PEF preserves the right to produce and use audio or video recordings and take photos at all events for internal purposes including advertising of own events.

(2) PEF furthermore preserves the right to allow third persons named recordings and usage of recorded material. PEF in general allows journalists and other media representatives to take photos and produce audio/video recordings under par. 3 subpar. 8.

(3) If a visitor does not want to be depicted or recorded, the operator has to be informed immediately.

§ 13 – Privacy

PEF raises and processes data for the purpose of fulfilling (pre-) contractual obligations and measures. The privacy statement and additional information apply; these can be found under pony-events.eu/privacy.

§ 14 – Documents

(1) All issued tickets, vouchers, and order confirmations in printed or electronic form are considered documents and have to be kept safe.

(2) PEF is not obliged to issue a replacement for lost, unreadable or stolen documents. Electronic documents may be issued again on request.

(3) If a serially numbered or uniquely identifiable (electronic) document is lost or stolen, this must be reported to the PEF immediately to invalidate the document. PEF will not check the identity of every visitor, so that unauthorized use of stolen or lost documents cannot be prevented. In case a document has been subject to (unauthorized) use, PEF is not obliged to refund or replace the document.

(4) Documents which are not serially numbered or uniquely identifiable cannot be replaced. Subpar. 3 sentence 3 applies accordingly.

§ 15 – Liability and Found Items

(1) PEF does not take any responsibility for damages of any kind, especially injuries, material damages, theft, or losses during the event.

(2) Items that have been lost and found during the event will be handed over to the host or the local authorities. If this is not possible, they will be kept for one



year and thereafter become property of the PEF. PEF is not liable for any loss or damage of kept lost and found items. The owner bears any costs for shipping of lost and found items. Furthermore, PEF is not obliged to investigate the owner of lost and found items.

(3) The exclusion of liability does not apply in case of culpable or gross negligent behavior of the PEF.

§ 16 – Special Regulations

(1) In case tickets, rebates or goods are subject of a draw or special promotion, additional and/or special terms will be specified.

(2) PEF may specify terms and conditions for individual groups of persons or types of contracts which may apply in parallel to or override these terms. Such terms will be announced on the event website or at the venue.

§ 16a – Special Services and Overstrain

(1) PEF may charge flat-rate fees in place of or additional to the payment for actual services or goods for the following special services:

- An administration fee for approvals as well as audit and research effort (Par. 2 subpar. 4 and par. 5 subpar. 5 sentence 2),
- an administration fee for house bans, interdictions, reclaims, damages claims, criminal complaints or other measures according to par. 2 subpar. 6 or par. 11,
- a processing fee for special services according to par. 5 subpar 3, par. 5 subpar. 8 sentence 2 and par. 15 subpar. 4,
- a cancellation fee (par. 6 subpar. 2 and 3, par. 8 subpar. 2) as well as
- processing fees for chargebacks and returns according to par. 5 subpar. 1c.

(2) The PEF will issue a list of fees for all flat-rate fees named in subpar. 1. The list of fees may be changed at any time without leading to a special right of withdrawal.

(3) The PEF may terminate any contract or agreement unilaterally in case a customer or visitor overuses the services or ancillary services, especially including the overuse of free-of-charge services or the overstrain of customer services.

(4) The PEF may offer the continuation of a contract or agreement which has been terminated according to subpar. 3 at an increased price.

(5) In case of a termination according to subpar. 3, the already paid fee will be partially or fully refunded according to the actual use; a reduction of the refunded amount as a compensation for overuse is excluded.

§ 17 – General Regulations

(1) Irrespective of applicable terms and conditions of payment or service providers, complaints have to be addressed to the PEF directly via the specified means of communication. In case of an unjustified complaint towards a payment or service providers and in case of uncooperative behavior, PEF may rescind the contract and refund the customer; a cancellation fee may be subtracted and compensation for caused efforts may be claimed. Not providing a correct and ready-to-receive means of contact will be considered uncooperative behavior.

(2) If PEF provides forms for frequent concerns, these forms have to be used if no technical reasons or matters of accessibility prevent the use of such forms. PEF may reject any inquiries and refer to a given form. If the date of receipt is substantial, the receipt of the original (rejected) inquiry counts in any case.

(3) Inquiries, complaints or claims may be sent via e-mail to support@pony-events.eu. Complaints regarding privacy, accessibility or equality should be addressed to the executive board and labelled accordingly.

(4) German law applies, especially the regulations of the German Civil Code (Bürgerliches Gesetzbuch – BGB).

(5) Place of jurisdiction is Kamen, Germany.

(6) Differing agreements are to be made in writing form. The same counts for any special permissions.

(7) If one term is or becomes void, it will be replaced by the legal regulation. The other terms may not be affected.

(8) Electronic communication including e-mails keeps the written form.

(9) Claims of any kind may be set off. This also applies to claims or compensations for damages.

Additional legal note: *This translation of the terms and conditions is an additional voluntary service for our customers and supplied without any liability, especially for translation errors. The original German version of the terms and conditions have preference in case of doubt.*

