

Conditions of Participation and Exclusion of Liability for „PlushieCon“

§ 1 – Terminology, Scope

- (1) The following terms regulate the contractual agreement between active participants, passive participants and the Pony Events Federation e.V. („PEF“) for the PlushieCon („event“) as part of their events.
- (2) The General Terms & Conditions and the Privacy Policy of the PEF apply.
- (3) All inside and outside places and rooms the event takes place in are considered event area.
- (4) Terms and instructions of the venue host apply and precede.

§ 2 – Participation

- (1) Anyone who is in possession of a valid entry ticket to and is not disclosed from the main (host) event is eligible to take part.
- (2) The participation is free of charge.
- (3) Underage persons may only take part as far as they are legally competent and may need the approval of a legal guardian.
- (4) Active participation comes about by registering or handing in a plushie for exhibition.
- (5) Passive participation comes about by entering the room which is declared PlushieCon exhibition ground by the PEF.

§ 3 – Loan Agreement

- (1) By active participation, a loan agreement according to §§ 598 – 606 of the German Civil Law Code (Bürgerliches Gesetzbuch – BGB) comes about. Subject matter is that the active participant loans the PEF a plushie for exhibition at PlushieCon.
- (2) The plushie is returned within the given times. Earlier return is only possible because of an important reason.
- (3) The active participant does not have to bear any exhibition costs against § 601 (1) BGB except the PEF has to take adequate measures to prevent theft, damage or destruction in unpredictable and peculiar events.
- (4) The possible claim according to § 600 BGB is confined to any recourse of the PEF due to copyright violations or measures of the Customs or Trade Control based on a plushie or aiming at removing a plushie from the exhibition.

§ 4 – Rules of Conduct

- (1) Orders by PEF, volunteers and the host must be followed.
- (2) The exhibition room may only be accessed within the public areas. Crossing barriers or accessing the stage or exhibition area is forbidden.
- (3) Touching the exhibited plushies is prohibited.

- (4) If it is not already forbidden by the General Terms & Conditions, no foods or drinks, hot or burning or otherwise dangerous items may be carried within 5 meters of the plushies.
- (5) Animals may also not access this range. Companion or therapy animals must keep a distance of 2 meters and have to be taken on a leash.

§ 5 – Consequences of Misconduct

- (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.
- (6) The PEF may note the personal data of persons, who destroy, damage or steal plushies or try to do so. The PEF may and will also proceed these data to the owner and/or the police. Any active participant instructs the PEF to enforce his or her property rights insofar.

§ 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) For making PlushieCon happen, especially when registering a plushie, personal data is raised on a voluntary basis.
- (2) The PEF may use these data
 - for the realization of PlushieCon including registration, hand-in and returns and
 - to enforce claims based on this contractual relationship.
- (3) The PEF may also use anonymized data for statistic purposes.
- (4) PEF only forwards data due to legal responsibilities or to help enforcing claims of the host or other victims.
- (5) Data will be kept as long as they are needed for the respective business, at the longest for 10 years.
- (6) 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) Registering confirmations, bands for marking the plushies and corresponding number slips count as documents. They must be well retained and shown towards the PEF and the venue host when asked for.
- (2) Return will only be possible at sight of the number slip. Otherwise, the active participant must identify as the owner with an official ID card.
- (3) Theft or loss of a number slip must be reported immediately.

§ 8 – Disclosure of Liability

- (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 except cases of gross negligence or culpability (also see § 599 BGB).
- (2) Plushies, that are not picked up, will be retained for 1 year by the PEF and thereafter become property of the PEF. For loss or damage while retaining a plushie, no liability is taken. The owner must bear any costs of returning the plushie, especially including shipping costs.
- (3) In the sense of the first passage, PEF takes no liability if a plushie is stolen, damaged or destroyed by others if the PEF has taken all adequate and necessary measures to prevent such events.
- (4) The PEF takes no liability in case another person uses a lost or stolen number slip to pick up another person's plushie.

§ 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 8th of May 2018

The Board of Directors