

GENERAL TERMS AND CONDITIONS OF BUSINESS ATEC Business Information GmbH *Valid as of 15 December 2016*

Paragraph 1 Scope

These General Terms and Conditions of Business (Conditions) apply in their latest version to all business relationships between ATEC Business Information GmbH (ATEC) and the client (whether consumer or a businessman) valid at the time the order is placed (registration, ordering of products and / or entry in the animago AWARD).

A consumer is anybody who is not a businessman. A businessman is a natural or legal person or a legally capable unincorporated firm carrying out its / his commercial or freelance professional activities when concluding a commercial transaction (Paragraph 14 Section 1 of the German Civil Code, [BGB]).

Paragraph 2 Conditions of the Contract

The contract comes into force when the online order issued by the client via email or in any other manner, for example via the delivery of goods, is confirmed by ATEC. All offers and prices are non-binding and subject to change without notice until the order has been confirmed by ATEC. When an event ticket is purchased (e.g. for the animago AWARD & CONFERENCE via the ticket service provider amiando GmbH), the contract comes into force as soon as the client clicks on "SEND" or "ORDER" or the like. Please note that the General Terms and Conditions of the respective business partners/service providers involved in operating the ticket ordering system on behalf of ATEC and/or who perform related operations for the customer also apply here.

The contract regarding entries to the **print editions of the DIGITAL PRODUCTION BUSINESS CORNER** runs for one year. The contract will be renewed automatically for one more year if not terminated in writing to ATEC at least six weeks before the expiry of the contract. ATEC will fulfil the order according to the conditions set out in the media data and the conditions currently listed therein. ATEC is entitled to withdraw from the contract in the case of spelling, print or calculation errors in the entries.

The one-year subscription and student subscription for **DIGITAL PRODUCTION** comprises 6 issues, the animago SPECIAL as well as a welcome prize of your choice, which may or may not be subject to a small extra payment and runs for one full year. The welcome prize will be sent out while supplies last and after payment of the first subscription fee has been received or after the payment for the welcome prize has been received. The subscription will be renewed automatically for one more year if not terminated at least eight weeks before the expiry of the subscription in writing, i.e., in the form of a letter, an Email or fax.

Subscribers can acquire new subscribers for the annual subscription. The person acquiring a new subscriber will receive a small prize of their choice from among the prizes offered, which may or may not be subject to an additional charge. The prize will be shipped immediately upon receipt of payment of the first subscription fee or upon receipt of the bonus surcharge. The shipment of the prize will be delivered as long as supplies last. The prize will only be granted if the new subscriber and the recipient of the prize are not identical and if the new subscriber was not a **DIGITAL PRODUCTION** subscriber in the previous six months. Subscriptions that already involve rebates, such as student subscriptions, are excluded from this "subscribers acquire new subscribers" system scheme.

The short subscription (Kurz Abonnement) consists of two current editions for the price of one. If the short subscription is not cancelled in writing within 14 days of receipt of the second issue, i.e. if it is not cancelled in the form of a written letter, via email or fax, the subscription automatically extends to an annual subscription. If the subscription is extended to an annual subscription in this manner, it becomes subject to the General Terms and Conditions that apply to the annual subscriptions mentioned above. This also applies for the delivery of the welcome prize.

The Gratisheft (free issue) consists of one free issue. If the free issue is not terminated in writing within 14 days of receipt, i.e. if it is not cancelled in a written letter, via email or fax, the subscription automatically extends to an annual subscription. If the subscription is extended in this manner, then it becomes subject to the General Terms and Conditions that apply to the annual subscriptions mentioned above.

The termination or cancellation of a subscription must be sent via email (abodp@vertriebsunion.de), via fax (06123-9238214) or in the form of a written letter to Vertriebsunion Meynen GmbH & Co. KG, Abonnementservice, 65341 Eltville, Germany.

The timeliness of the subscription termination notice or cancellation will be determined by the date of receipt of the termination or cancellation by Vertriebsunion Meynen GmbH & Co. KG.

Paragraph 3 Prices and Shipping Costs

All prices shown here are end-prices and contain all components of the price and the applicable Turnover Tax (Value Added Tax) for Germany. For other Countries Tax is not included. Prices for event tickets are included all taxes for Germany and other countries.

Shipping costs will also be charged. The shipping costs within Germany for magazines and other products will be EUR 4.00. Shipping costs for magazines and products abroad are EUR 5.00 but SFR 9.00 to Switzerland.

§ 4 Revocation of orders by consumers

Different rights of revocation exist owing to the statutory stipulations for

- contracts concerning the delivery of goods (see § 4.1)
- subscription contracts (see § 4.2).

§ 4.1 Right of revocation for contracts concerning the delivery of goods

(1) Consumers have the following fourteen-day right of revocation for contracts concerning the delivery of goods.

Instructions on rights of revocation

Right of revocation

You are entitled to revoke this contract within fourteen days without stating any reasons. The deadline for revocation is fourteen days from the day on which you or a third party named by you, which is not the transport company, have or has taken the goods into possession. In order to exercise your right of revocation you must inform us

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about your decision to revoke this contract by means of a clear declaration (e.g. a letter sent by post, fax or e-mail). You can use the enclosed sample revocation form for this purpose, which is however not obligatory. In order to safeguard the deadline for revocation it is sufficient if you send the notification concerning the exercising of the right of revocation before expiry of the deadline for revocation.

Consequences of the revocation

If you revoke this contract we have to repay you all payments, which we have received from you, including the delivery costs (with the exception of the additional costs, which are incurred from the fact that you have chosen another type of delivery than the most reasonably-price standard delivery offered by us), immediately and by no later than within fourteen days from the day, on which we received the notification about your revocation of this contract. For this repayment we will use the same means of payment that you used with the original transaction unless explicitly otherwise agreed with you; in no way will charges be incurred to you owing to this repayment. We can refuse the repayment until the goods have been returned to us or

until you have provided the proof that you have sent the goods back, depending on which time is earlier.

You have to return or hand over the goods immediately and in each case by no later than within fourteen days from the day, on which you inform us about the revocation of this contract, to

Reader service/subscriber service
DIGITAL PRODUCTION
Vertriebsunion Meynen GmbH & Co. KG
Große Hub 10c
D- 65344 Eltville-Martinsthal
Fax: +49 (0) 6123 9238 214
E-Mail: abodp@vertriebsunion.de.

The deadline is observed if you send the goods before the expiry of the deadline of fourteen days. You will bear the direct costs for the return of the goods.

You only have to pay for a possible loss of value of the goods if this loss of value is a result of a handling of the goods which is not necessary for inspecting the condition, properties and functionality of the goods.

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- (2) The right of revocation shall not exist with contracts concerning the delivery of
- newspapers, magazines or illustrated magazines with the exception of subscription contracts,
 - goods, which have not been pre-fabricated and for the production of which an individual selection or determination by the consumer is decisive or which have been clearly customized to meet the personal needs of the consumer, for the delivery of goods, which can decay quickly or their sell-by date would soon be exceeded,
 - sound or video recordings or computer software in a sealed packaging if the seal was removed after the delivery,
 - goods, if these were inseparably mixed with other goods after the delivery owing to their condition.
- (3) Please avoid damages and contamination. Please return the goods to us as far as possible in the original packaging with all accessories and with all packaging parts. If applicable, use additional protective packaging. If you no longer possess the original packaging please ensure sufficient protection against damages in transit with a suitable packaging in order to avoid claims for compensation owing to damages as a result of faulty packaging.
- (4) Please note that the recommendations stated in Par. (3) are not the pre-requisite for the effective exercising of the right of revocation.

§ 4.2 Right of revocation for subscription contracts

- (1) Consumers have the following fourteen-day right of revocation for subscription contracts.

Instructions on rights of revocation

Right of revocation

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about your decision to revoke this contract by means of a clear declaration (e.g. a letter sent by post, fax or e-mail). You can use the enclosed sample revocation form for this purpose, which is however not obligatory. In order to safeguard the deadline for revocation it is sufficient if you send the notification concerning the exercising of the right of revocation before expiry of the deadline for revocation.

Consequences of the revocation

If you revoke this contract we have to repay you all payments, which we have received from you, including the delivery costs (with the exception of the additional costs, which are incurred from the fact that you have chosen another type of delivery than the most reasonably-price standard delivery offered by us), immediately and by no later than within fourteen days from the day, on which we received the notification about your revocation of this contract. For this repayment we will use the same means of payment that you used with the original transaction unless explicitly otherwise agreed with you; in no way will charges be incurred to you owing to this repayment. We can refuse the repayment until the goods have been returned to us or until you have provided the proof that you have sent the goods back, depending on which time is earlier.

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(2) The right of revocation will not exist with contracts concerning the delivery of

- newspapers, magazines or illustrated magazines with the exception of subscription contracts,
- goods, which have not been pre-fabricated and for the production of which an individual selection or determination by the consumer is decisive or which have been clearly customized to meet the personal needs of the consumer, for the delivery of goods, which can decay quickly or their sell-by date would soon be exceeded,
- sound or video recordings or computer software in a sealed packaging if the seal was removed after the delivery,
- goods, if these were inseparably mixed with other goods after the delivery owing to

their condition.

- (3) Please avoid damages and contamination. Please return the goods to us as far as possible in the original packaging with all accessories and with all packaging parts. If applicable, use additional protective packaging. If you no longer possess the original packaging please ensure sufficient protection against damages in transit with a suitable packaging in order to avoid claims for compensation owing to damages as a result of faulty packaging.
- (4) Please note that the recommendations stated in Par. (3) are not the pre-requisite for the effective exercising of the right of revocation.

Exclusion of withdrawal:

The right of withdrawal does not apply to contracts for the supply of audio or video recording or of software if the supplied discs have been unsealed by the customer. Nor does it apply to contracts for the supply of items that have been manufactured according to customer's wishes or, as a result of their nature, are not suitable for return, such as downloads of audio data, eBooks or software.

Paragraph 5 Payment, Arrears and Reserved Ownership

The cost of orders is due for payment immediately on delivery or on receipt of the invoice. The costs of placing an entry in the DIGITAL PRODUCTION BUSINESS CORNER print are due for payment upon issue of the invoice by ATEC for a year in advance. In the case of arrears of payment the customer is liable to pay at least 12 percent interest on arrears. In this case ATEC is entitled to provide services in successive instalments. The goods supplied to the customer remain the property of ATEC until all claims against the customer are completely satisfied.

Paragraph 6 Guarantee

In a calendar year ATEC guarantees the 95 % availability of the websites www.digitalproduction.com, shop.digitalproduction.com and www.animago.com. Neither does ATEC make any guarantee or claim as to the inherent nature of the goods to be supplied. In cases of physical fault, ATEC assumes liability for the goods as prescribed by law providing nothing else is agreed as follows.

Obvious faults to the goods, i.e., faults visible with no particular effort, must be objected to by the customer to ATEC immediately on delivery, i.e., within two weeks of receipt at the latest, with information in writing on the fault. A later claim due to obvious faults by the customer will not be accepted by ATEC. Claims for concealed faults by customers who are businessmen will not be accepted after one year following receipt of the goods.

Paragraph 7 Offsetting and Retention on the Part of the Customer

The customer can only offset claims against ATEC with undisputed or legally established claims. The customer only has the right of retention against the contractor arising from claims by an individual, specific contractual relationship which are an integral part of these conditions.

Paragraph 8 Participation in the animago AWARD and editorial media coverage by the magazine DIGITAL PRODUCTION

The event organizer of the annual animago AWARD & CONFERENCE is the special interest magazine DIGITAL PRODUCTION (published by ATEC). To view the conditions of participation for the animago AWARD, please visit the animago online at <http://www.animago.com/award/bedingungen/>.

All data and materials submitted to the animago competition are used solely for editorial coverage in DIGITAL PRODUCTION print and online issues, in the animago special issue, on the Internet sites www.digitalproduction.com and www.animago.com as well as on ATEC's own social networks (e.g. Facebook fan pages) and for its own marketing/advertising purposes for the animago project. All images are depicted with the appropriate image credits. This information will not be passed on to third parties.

Paragraph 9 Data Protection

The supply of the customer's personal information is made voluntarily. The customer expressly consents to the collection, processing, storing and use of information concerning his person. The personal information transmitted in the course of registration will be stored, processed and used in machine-readable form exclusively for the purpose of fulfilling each respective contract insofar as the customer has not given any further consent. The personal information will be stored under the terms of the German Data Protection Law and the Electronic Telecommunication Services Data Protection Law. The customer is entitled to withdraw this consent at any time with effect for the future. In such cases ATEC undertakes to erase the personal details immediately, unless an order has not been completely processed or if such erasure is contrary to legal or tax reasons or other storage obligations.

Paragraph 10 Liability on the Part of ATEC Business Information

ATEC accepts no liability for breaches of duty constituting minor negligence providing these breaches of duty affect no duties essential to a contract, human life, human health, the human body or claims against the Product Liability Law. This applies equally to breaches of duty by ATEC's agents. In addition, ATEC accepts no liability – as provided in Paragraph 1 – for disadvantage caused to the customer by reason of temporary inability to access the website or parts thereof or for similar technical reasons. In particular, ATEC accepts no liability – as provided in Paragraph 1 – for system-related failures, interruptions and / or interruptions to the transmission of data or for the failure to adhere to ATEC's – definitive – instructions for use of their service.

Paragraph 11 The Liability of the Customer

The customer is responsible for keeping his password secret and the use of his password himself. In particular, the customer is obliged to store his password with particular care and to prevent third parties from gaining knowledge of it. The customer alone is responsible for the unauthorised use of his user name and / or his password. The customer releases ATEC from all liability in the case of the unauthorised use of the customer's user name and / or his password. The customer is obliged to inform ATEC immediately if there is reason to suppose that the user name and / or his password have been used without his permission.

Paragraph 12 Alterations and Modifications

ATEC may alter the conditions of use for its internet site and its mail-order services at any time. ATEC will announce any such alteration by means of a notice on its website. The customer consents to the altered conditions by placing an order with ATEC or making any other use of ATEC's services after the publication of such a notice of the alteration. With the publication of an altered version of these General Terms and Conditions of Business the previous versions become invalid.

Paragraph 13 Place of Performance, Applicable Law and Local Legal Venue

In transactions between ATEC and any customer who is a businessman, the exclusive place of performance and legal venue for all claims is – to the extent that this is permissible – Munich (the District Court of Munich I). This contract is governed exclusively by the laws of the Federal Republic of Germany. UN Purchasing law does not apply.

Paragraph 14 Saving Clause

If individual provisions of these General Terms and Conditions of Business are or become ineffective and /or null and void, the validity of the other Conditions remains unaffected. Conditions that are ineffective and / or null and void shall be replaced in a manner that approaches their intended commercial purpose. This applies equally to the filling of gaps in the General Terms and Conditions of Business.

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Local court of law: district court Munich
Commercial register number: 183122