



D O K O M I

General Terms and Conditions

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1. Organizer & 2. Conclusion of contract / inclusion

1. Organizer

„DoKomi is organized by AkibaDreams GmbH, based at Siemensstrasse 1 in 53121 Bonn, Germany.

Managing director are:
Andreas Degen, Woltersstrasse 6 in 53129 Bonn, Germany

and

Benjamin Schulte, Mettfelder Strasse 2 in 50998 Cologne, Germany.

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Sales tax identification number according § 27a sales tax law: USt.-IdNr. DE 280972896, register court: Amtsgericht Bonn, Germany, register number: HRB 19004 (hereinafter referred to as „organizer“).

2. Conclusion of contract / inclusion

2.1 Event visit contract

Orders of tickets usually only represent an offer to conclude an event attendance contract. Such a contract is only made upon receipt of the order confirmation sent by e-mail with information on payment confirmation, including these general terms and conditions (hereinafter referred to as „GTC“), which the ticket purchaser (hereinafter referred to as „visitor“) within 14 days of payment. The visitor expressly agrees to the validity of these terms and conditions.

2.2 Rejection by the organizer

The organizer reserves the right to refuse orders without giving reasons. The customer will be informed of the cancellation within 14 days of the order.

2.3 Cancellation / postponement of the event

If the event is canceled, the organizer will refund the full ticket fee. If the event is postponed, the visitor must cancel within 4 weeks of the announcement of the postponement. In both cases, the tickets price will be refunded within 90 days of receipt of the returned tickets by the organizer. Further claims are excluded.

3. Realization & 4. Change of program / language

3. Realization

3.1 Venue

The DoKomi (hereinafter referred to as the „event“) takes place in Messe Düsseldorf, in halls 1, 3, 4 and 5 and in the CongressCenter Süd, Stockumer Kirchstrasse 61, 40474 Düsseldorf (hereinafter referred to as the „event site“). These terms and conditions apply to the entire event site as well as to its access to the Messe Düsseldorf site. Changes to the venue within Messe Düsseldorf are possible and will be announced early by the organizer before the start of the event.

3.2 Loss of the ticket

If tickets are lost, there is no entitlement to a replacement.

3.3 Cancellation of paid tickets

The return or exchange of paid tickets is not possible. No compensation can be made for tickets that have not been used or have only been used in part. According to § 312g paragraph 2 number 9 BGB, the purchaser of a ticket has no right of cancellation.

4. Change of program / language

4.1 Modification of the announced program

The organizer has the right to make changes to the announced program. In the case of insignificant and / or reasonable changes, claims by the visitor are excluded.

4.2 Part of the program in English

The organizer points out that parts of the program can take place in English. Translations are not provided in this case. Claims by visitors who do not have sufficient knowledge of the English language are excluded.

4.3 Part of the program and participation

There is no entitlement to compensation in the event of delays in the course of the program. In addition, individual parts of the program can take place in rooms with applicable maximum capacities. For the safety of the visitors, these are observed by the security staff. Participation in these parts of the program cannot be guaranteed.

5. Access

5.1 Tickets

Access to the event site is only permitted with a valid ticket, which the visitor must show to the supervisory staff at the entrance. The supervisory staff can be recognized by their corresponding IDs.

5.2 Entry authorization

Children and young people between the ages of 1 and 16 are only admitted after 10 p.m. and young people between the ages of 16 and 18 are only admitted after midnight if accompanied by a person with legal guardianship or a person with parental authority. A person with custody is who, alone or together with another person, is entitled to custody according to the provisions of the German Civil Code (Section 1, Paragraph 1, No. 3 JuSchG). A parenting officer is any person over the age of 18, provided that they are permanently or temporarily based on an agreement with the custodian Person performs educational tasks or as far as they look after a child or a young person in the context of training or youth welfare (Section 1, Paragraph 1, No. 4 JuSchG).

5.3 Parental authority

Persons responsible for parenting must carry written evidence of their commissioning and, upon request, show a copy of the ID of the person with custody of the person.

5.4 Proof of age

For proof of age, it is necessary to carry an officially certified photo document (for example: identity card, passport or driver's license) in the original and to present it to the supervisory staff if requested.

5.5 Right to refuse entry

The organizer has the right to refuse entry to the event site without reimbursement of the admission price if there is an important reason for this. This is in particular, but not conclusively, given if:

- the visitor violates existing house rules or the house rules of the convention.
- the visitor brings objects with him that are prohibited on the event site in accordance with Section 6 of these General Terms and Conditions.
- if the visitor has obviously consumed alcohol or drugs.
- the visitor shows himself to be ready for violence.
- a radical / inhuman attitude on the part of the visitor is openly revealed.
- violation of the dress code during the cosplay ball.

5.6 Admission for dogs

Dogs - with the exception of guide dogs - and other pets are not allowed on the event site.

5.7 Overcrowded areas / halls

If there is a risk of overcrowding in individual areas or halls, the security staff is authorized to temporarily deny access to these areas and to direct the flow of visitors in a safety-oriented manner. The instructions of the security staff must be followed.

5.8 Bag search

Guests of the event agree that bags, boxes, backpacks or other transport items are randomly searched when entering and leaving the event. As far as provided, bags, boxes, backpacks or other transport items must be returned to the designated places (cloakrooms, etc.) before entering the event rooms.

6. Prohibited items & 7. Cosplay and accessory rulez

6. Prohibited items

6.1 List of prohibited items

The following items may not be brought onto the event site:

Any form of weapons, fake weapons, dangerous objects, dangerous accessories, such as in particular:

- Real firearms, SoftAir and gas pistols (also unloaded);
- real ammunition;
- Pyrotechnics and explosives (firecrackers, missiles, etc.);
- Throwing weapons (e.g. throwing stars, throwing arrows, throwing knives);
- Brass knuckles, clubs, steel rods;
- Choking weapons (e.g. nunchucks);
- Cutting and stabbing weapons with sharp or blunt metal blades or with spikes (e.g. katanas, swords, sabers, machetes, hatchets, morning stars, knives of all kinds);
- imitation of firearms and replicas made of metal or wood;
- Cutting and stabbing weapons with blade substitutes made of wood, plastic, etc.;
- Rods or tubes made of wood, metal, fiberglass, hard plastic or combinations thereof, also in several parts (e.g. bamboo swords, lances etc.);
- Arrows of all kinds, regardless of the material;
- Riding crops over 1 meter in length, hand whips of all kinds.

6.2 Entry control

The supervisory staff is authorized to carry out a bag or body search at the entrance control or during the event on the entire event site in order to ensure that the visitor does not carry any prohibited items with them.

6.3 Seizure of prohibited items

If prohibited items are taken to the fair ground, they must be left at the cloakroom for a fee. The organizer is also entitled to the rights under Section 8.3.

7. Cosplay and accessory rules

7.1 Permitted items

The following items may be worn at the event, provided they are part of a costume:

- Imitation weapons made of foam, rubber, cardboard and soft plastic;
- LARP weapons (Live Action Role Play made of foam or latex with a stabilizing core);
- Imitation weapons and sticks made from a combination of wood / cardboard / plastic / soft material, if the proportion of wood is not predominant;
- Bows and quivers (not functional) and arrows without a point.

However, the above items must not exceed a length of 1.5 meters.“

7.2 Accessory rules

The following rules apply to costume accessories:

Spikes of necklaces / bracelets: must not be longer than 5 cm, not made of metal, must be blunt;

- Chains made of wood or plastic must clearly belong to clothing;
- Metal chains must be attached to the costume and must not be carried loose;
- No sharp corners and edges on clothing.

Objects / accessories that do not meet these requirements are considered prohibited objects in the sense of Section 6.

7.3 Promiscuity

The costumes must not be too revealing. The intimate area, upper body and buttocks must be adequately covered.

8. Domiciliary rights and behavior at the event

8.1. Execution

Domiciliary rights on the event site are exercised by the organizer, his supervisory staff and Messe Düsseldorf supervisory staff. The instructions of the supervisory staff must be followed.

8.2 Prohibited behavior

The following behavior is prohibited on the event site:

- Carrying forbidden items in accordance with Section 6;
- To commit criminal offenses, in particular physical violence against other visitors, the organizer's staff or other third parties or to threaten physical violence;
- Permanently disrupt the course of the event, in particular the show program or autograph sessions, be it through physical impact, shouts, gestures, holding up banners etc.;
- Any form of vandalism or willful damage to property or equipment;
- Entering areas and rooms not released for visitors, especially stage and backstage areas;
- Staying on the event site outside of the opening times;
- To offer or advertise goods or services of any kind without the consent of the organizer (including food and drinks), regardless of the form in which this is done; Furthermore, any type of advertising for political / religious / ideological groups or associations is prohibited;
- The parking of trucks, vans / minibuses and trailers in the immediate vicinity of the hall (parking spaces subject to approval / designated parking spaces) for the duration of the event; Posting on fences, walls, masts and trees on the entire area of Messe Düsseldorf;

- Fire extinguishers, fire alarms, hydrants, smoke flaps, electrical distribution and switch panels, telephone distributors, heating and ventilation systems as well as all signs indicating such facilities may not be removed, hung up or blocked from their location;
- Using electrical heating devices and / or open flames.“

8.3 Violation of the domiciliary rights

If one or more of the behavior listed above is violated, the organizer and / or the supervisory staff of Messe Düsseldorf are entitled to expel the visitor from the event site without reimbursement of the admission price and to issue a ban on entry. If the visitor does not obey the reprimand and the ban, the organizer and the supervisory staff of Messe Düsseldorf can call the police to help enforce house rules. Further rights and claims of the organizer and Messe Düsseldorf remain unaffected.

9. Cosplay ball / J-Rave

9.1 Entry to the ball area / J-Rave

Access to the ball areas and the ancillary rooms intended for visitors is only permitted with a valid "Cosplay Ball" ticket and must be shown to the admission staff without being asked. Access to the J-Rave areas and the ancillary rooms intended for visitors is only permitted with a valid "J-Rave" ticket and must be shown to the admission staff without being asked. In addition, this ticket must be kept for the entire duration of the ball resp. J-Rave and presented again upon request.

9.2 Proof of age

As proof of age, it is necessary to carry an officially authenticated photo document (e.g. identity card, passport, driver's license) with you in the original and to present it to the supervisory staff if requested. If the visitor cannot prove his age as described, he will be expelled from the ball resp. J-Rave by the supervisory staff at midnight at the latest.

9.3 Denied entry

In addition, people who are not dressed according to the dress code set for the ball can be refused entry despite having a valid ticket. Exempt from the dress code are certain persons on duty who have to be dressed according to special requirements and clothing or aids that the visitor is dependent on for medical reasons (e.g. medical or orthopedic footwear).

9.4 Cloakroom hand in

Outer garments, bags (with the exception of dainty handbags e.g. clutch), backpacks, suitcases, bulky items, umbrellas (with the exception of medically necessary assistants) and similar items may not be taken into the ball area / J-Rave area and must be left at the cloakroom.

9.5 Disturbance of the show

Visitors are prohibited from permanently disrupting the operation of the ball, in particular the show program, and the J-Rave, be it through physical impact, shouting, gesturing or similar behaviour. It is also forbidden to disturb other visitors with inappropriate or immoral behavior.

9.6. Lost property

Lost property must be handed in at the information desk. The supervisory staff is required to secure unattended objects and bring it to the information desk. Lost property will be kept at the information desk until the end of the ball / J-Rave and taken to the lost property office of the main event after the ball / J-Rave has ended.

9.7 Prizes / award ceremony ball

Prizes are to be received personally during the award ceremony. Early release is not possible. The entitlement to prizes expires if the items are not picked up after the award ceremony.

9.8 Emergency exits / escape routes

Emergency exits and escape routes must be kept clear at all times. You are not allowed to linger or sit on stairs and in passages and must be passed quickly. Emergency exits may only be used in an emergency.

9.9 fire / other hazards

In the event of a fire or any other risk to the safety of life and limb, the event rooms must be vacated as quickly as possible and without obstructing others on the escape routes marked. Elevators may not be used. The orders of the supervisory staff of the organizer and the trade fair, the company fire brigade and the public security organs must be followed immediately.

10. Pandemic rules & 11. Audiovisual recordings

10. Pandemic rules

10.1 Official guidelines

The event is organized based on the current official guidelines. The respective regulations of the Corona Protection Ordinance must be followed.

10.2 Corona Protection Ordinance

If the Corona Protection Ordinance provides for a 2G or 2G + obligation, participation is only possible for those who have been vaccinated and those who have recovered, if necessary with an additional test.

10.3 Travel regulations

If the exit regulations of individual countries with regard to the pandemic are tightened at short notice or if the visitor shows symptoms of illness at the event date or cannot present valid proof of vaccination, recovery or negative testing, so that participation becomes impossible, a reimbursement of costs is excluded.

11. Audiovisual recordings

11.1 Image, audio, video recordings

Visitors are generally authorized to make image, sound and video recordings at the event. This permission does not apply to program components and / or event areas that are marked accordingly by the organizer. This can apply in particular to the appearance of a guest of honor. With regard to these program components and / or event areas, it is strictly forbidden to make any image, audio or video recordings. In the event of a violation, the organizer is entitled to expel the visitor from the event site without reimbursement of the admission price and to issue a ban on entering the venue. If the visitor does not comply with the reprimand and the ban, the organizer can call the police to help enforce his domiciliary rights. This does not affect any further rights

and claims of the organizer.

11.2 Image, audio, video recordings by third parties

The organizer and third parties commissioned by him are entitled to make image, sound and video recordings of visitors during the event and to reproduce, distribute, exhibit, make publicly available, perform, and deliver these recordings in any form without restriction in terms of time and location send and / or reproduce on video or sound carriers. This applies in particular to reporting on the event and for advertising purposes for the event and / or the organizer. The visitor receives no remuneration for this. All rights may also be transferred to third parties for the above purposes. The authorization does not extend to the use of image, sound and video recordings, which in individual cases violates a legitimate interest of the visitor.

11.3 Live streaming

Marked parts of the program will be broadcast live on the internet. Visitors who take part in these program items or who are in the designated areas indicate that they agree to the broadcast.

12. Liability, 13. Data protection & 14. Miscellaneous

12. Liability

12.1 Liability of the organizer

The liability of the organizer, his legal representatives or vicarious agents or vicarious agents for breaches of contractual obligations as well as offenses is limited to intent and gross negligence. This does not apply to injury to life, body and health of the visitor, claims under the Product Liability Act, fraudulent concealment of defects, breach of a guarantee and due to the breach of cardinal obligations (i.e. of such obligations, compliance with which are essential for the execution of the contract and on compliance with which the visitor regularly trusts and may trust) as well as compensation for damage caused by delay (§ 286 BGB). In this respect, the organizer is liable for any negligence. This also applies to the organizer's legal representatives or vicarious agents. The amount of liability in the event of a breach of essential contractual obligations is limited to the damage that was foreseeable at the time the contract was concluded and typical for the contract.

12.2 Items brought in

The organizer is only liable for objects brought in by the visitor under the conditions of Section 11.1.

13. Data protection

When ordering, the address data recorded will be processed and passed on to third parties exclusively for shipping purposes and in accordance with the Corona Protection Ordinance.

14. Miscellaneous

14.1 Transfer of event visit contract

The organizer reserves the right to transfer the rights and obligations resulting from the event visit contract to a third party. The organizer will inform the visitor about this in advance. In such a case, the visitor is entitled to an extraordinary right of termination within one month of becoming aware of the transfer of the contract.

14.2 Legal venue

If the visitor does not have a general place of jurisdiction in Germany or in another EU member state, the exclusive place of jurisdiction for all disputes arising from this contract is the organiser's place of business. Statutory regulations on exclusive competences remain unaffected.

14.3 Contract law

The law of the Federal Republic of Germany applies to this contract to the exclusion of the UN sales law.