

General Terms & Conditions of Filmakademie Baden-Württemberg GmbH for visiting FMX 2026

We, the team of FMX as organizer look forward to your visit of FMX 2026 as our contractual partner. FMX 2026 is a hybrid event that takes place on site in Stuttgart and on an online platform. Our following General Terms & Conditions form the legal framework for a joint successful FMX 2026.

A. ON-SITE EVENT

A.1. Ticket Purchase - Ticket Badge

The sale of tickets for FMX 2026 will be handled online by an external ticket provider. Your ticket purchase is binding. After payment has been made, you will receive a personalized admission ticket in the form of a PDF file.

Upon presentation of the admission ticket on site at FMX 2026, you will receive the complete conference documents and your personalized ticket badge, which grants you admission to the event, at one of the ticket counters. It is not possible to visit FMX 2026 without this personalized badge. The ticket badge remains our property and is not transferable to third parties without our express prior consent.

The ticket badge gives you access to all public presentations at FMX 2026 as long as seats are available. The availability of seats at the conference venues is limited. It is not possible to reserve a seat. If all seats are taken, you will not be able to attend the event. We recommend that you arrive early. The ticket badge does not entitle you to attend individual, non-public events that are only accessible by invitation.

Lost ticket badges cannot be replaced. If you lose your badge, you must purchase a new ticket.

A.2. Rules of Conduct

A.2.1. House Rules

You will observe our house rules on the entire premises during the event. You will follow our instructions and those of our employees.

Advertising measures of any kind, in particular the distribution of promotional flyers, are not allowed.

Open fire, flammable liquids and gases, pyrotechnic objects, ignition devices and other explosive substances are prohibited on the entire premises.

Fire and smoke doors must not be blocked or held open.

Smoking is prohibited.

A.2.2. Photography, Drawing, Video and Audio Recording

Cameras and other recording devices are not permitted in most rooms. Please pay attention to the corresponding signage. Commercial photography, filming, drawing or making sound recordings requires our prior written permission. In the event of violations, we reserve the right to confiscate your ticket badge, to issue a house ban against you as the violator and to confiscate and destroy the recordings.

A.3. Visitor Surveys

We grant participating partner companies the right to collect data from you as a visitor of FMX 2026 by survey or ticket badge scan, and to process and store the data collected. Your consent to the collection, processing and storage of data is voluntary and can be revoked at any time. You can declare your revocation to the respective partner company. Refusal of consent or its revocation has no adverse consequences for your visit to FMX 2026.

The partner companies have been obligated by us to comply with the statutory data protection provisions. Informing visitors about the scope and purpose of the data collection and processing and obtaining any necessary consent is the sole responsibility of the respective partner company.

We as the organizer of FMX 2026 assume no responsibility or liability for the collection, processing and storing of visitor data by the partner companies.

B. ONLINE PLATFORM

B.1. Use of the Online Platform

The use of the online platform is a prerequisite for visiting FMX 2026 as an online event. To visit the online platform, you must log in and set up an account. For this purpose, your first and last name and the email address you provided when purchasing your ticket will be stored on the online platform. You will receive the necessary access link in good time before the start of FMX 2026 by email, to the email address you provided when purchasing your ticket.

B.2. Availability of the Online Platform

With regard to the services of the online platform, it is deemed agreed that it is available 99.9% on an annual average. Excluded from this are downtimes due to software updates and times in which the services of the online platform are not available due to technical or other problems beyond the control of the online platform. This applies, for example, to technical malfunctions of devices, Internet coverage, force majeure or the fault of third parties. The services of the online platform are supported on most devices. However, compatibility with all existing devices cannot be guaranteed.

Portions of the event may be held as part of FMX 2026 on the "Zoom" meeting platform provided by Zoom Video Communications, Inc.

B.3. Your Account

You are obliged to keep the access data to your account on the online platform secret and not to make it accessible to third parties. You will inform us immediately if you suspect that third parties have, or have had, unauthorized access to your access data.

B.4. Rules of Conduct - Virtual House Rules

You acknowledge our virtual house rules during the online event. You will follow our instructions and those of our employees.

You are not permitted to record FMX 2026 or any part thereof in any unauthorized manner and/or to publish such recordings. Commercial photography, filming, drawing or sound recording requires prior written permission. In the event of violations, we reserve the right to block your access to your account on the online platform.

You are prohibited from uploading and/or distributing illegal content on the FMX website, the online platform and our other online presences. In particular, this applies to content for which you do not have the necessary rights of use, which violates the right of others to privacy or other personal rights, in particular the right to one's own image, content with pornographic, obscene or derogatory motives, content that is defamatory or contains untrue statements of fact, or which violates copyright, ancillary copyright, trademark or other rights of others and/or may be legally prosecuted are prohibited.

In addition, you are prohibited from engaging in or promoting any anti-competitive activities on the online platform and our other online presences, such as progressive customer advertising using chain, snowball or pyramid schemes, engaging in other harassing activity towards other visitors or third parties through the website, attempting to gain unauthorized access to third party data, or using the websites in a manner that may lead to an overload or malfunction of the systems.

C. COMMON RULES FOR ON-SITE EVENT & ONLINE PLATFORM**C.1. General Information, Scope of Application**

The online presentation of the event does not constitute a binding offer on our part to conclude a ticket purchase contract.

By purchasing an admission ticket, or by receiving a ticket free of charge, or by using the online platform, you agree to the provisions of these General Terms & Conditions. We do not recognize your General Terms & Conditions.

C.2. Registration - Ticket Purchase

The sale of tickets for FMX 2026 is carried out by a third-party ticket provider who applies its own General Terms & Conditions for the purchase, payment, and return of tickets. You as a visitor agree with the purchase or receipt of your ticket to the validity of our General Terms & Conditions and at the same time with the validity of the General Terms & Conditions of the third-party ticket provider.

Discounted tickets are available for students, trainees, interns and pensioners. Please note that you must upload a valid proof of this status when purchasing discounted tickets in the ticket store. The proof will be deleted after verification on our part.

We reserve the right to cancel your ticket if you have presented invalid proof (e.g. student ID) during the booking process. In this case you will have to pay at least the cancellation costs. We also reserve the right to take further legal action against you because of this.

Depending on the ticket type, the ticket entitles you to access all content of FMX 2026 in the period from May 5 to 8, 2026 (Conference Pass), May 5 to 10 (Combi Pass for FMX and ITFS) or on May 5, 6, 7, or 8 (Day Pass). In addition, part of the content will be available via video on demand on the online platform for as long as it is approved by the speakers, but no later than June 10, 2026.

Access to FMX 2026 is not transferable to third parties without our express permission.

C.3. Prices

All prices are final prices in Euro (€).

C.4. Combi Pass FMX + ITFS 2026

With the purchase of a Combi Pass (valid for FMX 2026 and the 33th Stuttgart International Festival of Animated Film ITFS) you also accept the General Terms & Conditions of the Stuttgart International Festival of Animated Film.

C.5. Changes

We are continuously developing the FMX 2026 program. We reserve the right to make changes to the program in case of unforeseen circumstances. We cannot guarantee the appearance of announced speakers. Changes to the program or the speakers do not entitle you to cancel your ticket purchase.

C.6. Photographing, Filming, Sound Recording

We hereby inform you that image and sound recordings will be made and published on our behalf during FMX. We refer to our information sheet "Transparency Information FMX". In it, your rights regarding the collection and processing of personal data by us are described.

C.7. Withdrawal of the Contractual Partner

You can cancel your unused and fully paid admission ticket no later than April 30, 2026. In this case, the purchase price will be refunded to you minus a processing fee of 3.9% (plus 19% VAT) of the invoice amount and a 5 EUR cancellation fee per ticket.

C.8. Withdrawal from the Contract

We are entitled to withdraw from the contract if you violate the house rules and do not stop your behavior even after a warning.

C.9. Liability

We shall only be liable for damages other than those resulting from injury to life, limb and health insofar as these are based on intentional or grossly negligent conduct or on culpable breach of an essential contractual obligation by us or our agents. Material contractual obligations are those which make the performance of the contract possible in the first place, the non-performance of which jeopardizes the achievement of the purpose of the contract and the performance of which you may rely on ("cardinal obligations"). We hereby exclude any further liability for damages. The provisions of the Product Liability Act (Produkthaftungsgesetz) remain unaffected.

C.10. Force Majeure**C.10.1. Cancellation of the Event**

If we are unable to hold the event due to force majeure, each contract partner shall bear its own costs incurred up to that point. The cancellation of individual speakers or the untimely arrival of visitors as well as bad weather including ice, snow and storms shall not fall under the term "force majeure" in any case.

C.10.2. Subsequent Staging of the Event

Should we as the organizer be in a position to hold the event at a later date, we will inform you of this immediately. You are entitled to cancel your visit at the changed time within one week after receipt of this notification. In this case, you will no longer be entitled to attend the event.

C.10.3. Event Already Commenced

If we as the organizer have to shorten or cancel an event that has already begun due to the occurrence of force majeure, you have no right to a refund of the ticket purchase price.

C.11. Final Provisions**C.11.1. Data Protection Provisions**

We hereby inform you that we store, process and forward personal data in accordance with the German Federal Data Protection Act (Bundesdatenschutzgesetz) - including using automated data processing - for business purposes insofar as this is necessary for our purposes as organizer or for the purposes of the companies affiliated with us, or insofar as another legitimate interest exists.

We refer to our "Transparency information FMX".

C.11.2. Text Form

Deviations from the content of this contract and ancillary agreements shall only be legally binding if we have confirmed them in text form. Verbal collateral agreements have not been made.

C.11.3. Place of Jurisdiction - Choice of Law - Contractual Language

The place of jurisdiction is Ludwigsburg / Stuttgart.

All legal relations between you and us shall be governed exclusively by German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

If a contract is drawn up in several languages, the German version alone shall be binding for both contracting parties.

C.11.4. Severability Clause

Should any provision of the contract or any provision incorporated into it in the future be invalid or unenforceable in whole or in part, or should it later lose its validity or enforceability, or should a loophole become apparent, this shall not affect the validity of the remaining provisions.

Thank you for your attention to our General Terms & Conditions. We look forward to your visit of FMX 2026!

Your FMX team of Filmakademie Baden-Württemberg