

General terms and conditions

If you have questions, address yourself to verkaufen@anime-flohmarkt.de.

Overview:

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- § 3 – Payment & dispatch
- § 4 – Limitation of liability
- § 5 – Indemnity against liability
- § 6 – Data protection

§ 1 – General

1. Any individual person (private person), who is 18 years old at the start of the Anime Flea Market on 16 January 2021, and legal entity may register for selling of articles on the Anime Flea Market 2021.
2. The Anime Flea Market offers an online sales platform where individual persons and legal entities may sell goods in the period from 16 January 2021, 12 a.m. until 31 January 2021, 6 p.m..
3. For the use of the services of the anime flea market we charge a fee (contribution towards the expenses).
4. Contract violations can, depending on their severity, lead to a prohibition of sales or a general exclusion from the Anime Flea Market 2020 and from upcoming events.
5. The organizer reserves the right to exclude sellers from the Anime Flea Market 2020 and upcoming events.

§ 2 – Selling

1. The Anime Flea Market is a theme-based flea market. At your stand you have to offer mainly articles which have to do with anime/manga or Japan. This includes inter alia also Japanese video games, Japanese music, Japanese cosplay stuff, Japanese clothing, Japanese books (translated books) and Japanese

Nishi Trade e. V.
(registered association)

info@anime-flohmarkt.de

Marzahner Promenade 20
12679 Berlin
Germany

managing board:

Franziska Matthaes
Achim Engel

association register:
district court
Berlin-Charlottenburg

VR-Nr.: VR 37056 B

Registered office in
Berlin.

Deutsche Skatbank

IBAN:
DE32 8306 5408 0004 1404 00

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tax number:
27/673/55073

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trading card games. Comics, which are not drawn in manga style, movies and books without anime/manga or Japan reference and merchandise articles of this are not theme related in the sense of the event.

2. It is permitted, to sell additional individual items, which have nothing to do with anime/manga or Japan, if they are clearly identifiable as a minority.
3. It is not allowed to sell items, which violate the law, particularly the copyright (pirated copy, pirated printing etc.).
4. The sale of foodstuffs, cosmetic products and hazardous substances is only permitted with the additional authorization of the organizer.
5. Each person may offer a maximum of 100 items for sale. Bundles (a combined offer of more than one item) we are considered as one article.
6. The articles offered for sale must be available during the period from 16 to 31 January 2021 and may therefore not be offered on any other platform during this period.

Examples:

You sell self-made bookmarks and you have 50 of them. You are allowed to register 20 of them for sale at the Anime Flea Market 2021 and offer the other 30 pieces for sale elsewhere during the concerning period.

On the other hand, it is not allowed for you to set all 50 on our online sales platform and at the same time, offer exactly these 50 pieces somewhere else, too.

7. In the period from 24 December 2020 to 27 December 2020, we will contact all sellers by e-mail and inquire whether all registered are actually still for sale. Only after we have received the express confirmation from the seller, we unlock the items for sale.
8. If a seller decides to stop selling an article, he/she has to inform us immediately. Provided the cancellation happens until 10 January 2021, there may be the possibility of refunding overpaid fees (contribution towards the expenses).

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9. We reserve the right to exclude individual items from sale.

§ 3 – Payment & dispatch

1. Sellers have to inform in advance about the payment and dispatch terms.
2. Sellers are not allowed to claim fees or commissions from buyers in addition to the sales price.
3. All sellers are obliged to send the ordered articles within the time limit set by themselves. Excluded from this rule is if the seller and the buyer have agreed on something else by mutual agreement.
4. Sellers and buyers are not allowed to use addresses, e-mail addresses and other private and personal data obtained by using the services of the anime flea market for any purpose other than contractual and pre-contractual communication. In particular, it is forbidden to pass on, resell or make available to third parties in any other way or to use it for the sending of advertising and other advertising purposes. If you want to do so, the person concerned have to be asked and their explicit, unequivocal consent have to be obtained.

§ 4 – Limitation of liability

1. The Anime Flea Market resp. the organizer of the Anime Flea Market is liable in accordance with the legal regulations for intent and gross negligence on the part of its legal representatives, volunteers or other vicarious agents. The same applies to the assumption of guarantees or other liability independent of fault as well as to claims under the Product Liability Act or in the event of culpable injury to life, body or health.
2. A further liability of the Anime Flea Market, the organizer of the Anime Flea Market, its legal representatives, volunteers and other vicarious agents is excluded.

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3. Should individual provisions of these GTC become partially or completely ineffective or void, this shall not affect the effectiveness of the remaining provisions.
4. The user agreement, including these GTC, is subject to German law.

§ 5 – Indemnity against liability

The user discharges the Anime Flea Market, the organizer of the Anime Flea Market, its legal representatives, volunteers and other vicarious agents from all claims that other users or other third parties assert against the Anime Flea Market for violation of their rights by offers and other contents posted by the user by means of the services of the Anime Flea Market or because of their other use of the services of the Anime Flea Market. The user accepts the costs of the necessary defense of the Anime Flea Market, including all legal fees and costs of the proceedings in the legal amount. This is not valid if the infringement is not the responsible of the user. The user is obligated to provide the Anime Flea Market immediately, truthfully and completely with all the information necessary for the review of the claims and a defense in the event of a claim by a third party.

§ 6 – Data protection

1. From our team, only the persons have access to personal data, which need this data due to organizational purposes.
2. We only save your personal data for as long as we need them or as long as we have to by law.
3. Personal data will only be passed on to third parties if we are obliged to do so based on legal obligations or official or judicial orders.
4. We do not sell, trade or commercialize personal data.

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