E-mail david.koehler@messe-karlsruhe.de Tel. +49 721 3720 5128 Fax +49 721 3720 99 5128

Karlsruher Messe- und Kongress GmbH David Köhler P.O. Box 1208 76002 Karlsruhe



# **Registration Exhibitor**

until January 31, 2024.

l Contract address	
Company	Contact person
Street / P.O. Box	Phone number
Post code, City	Mobile phone number (contact person for stand)
Country	E-mail contact person
General E-mail	Website
II Accounting (in case of different billing address than	n stated above)
Company	Contact person
Street / P.O. Box	Extension
Post code, City	E-mail for invoice receipt
Country	
Please note: All stand-related invoices will be e-mailed to you at As an exception, you may apply to receive your invoice by post. Please III Stand area / complete stand  We order the following complete stand / stand area / pr	
STAND CONSTRUCTION PACKAGES	STAND AREA without stand construction
12 m² complete stand EUROVINO € 2,299	Stand area: m²
16 m² complete stand EUROVINO € 2,749	front x depth: m x m (minimum stand area = 6 m²)
<ul> <li>6 m² complete stand New Style</li> <li>€ 2,249</li> <li>included in all stand construction packages:</li> <li>glass rental and dishwashing service, bread service, or</li> </ul>	Row stand $\square$ Corner stand $\square$ Head stand $\square$ Island stand (from 15 m²) $\square$ Crushed ice $\square$ 112.50 /m² $\square$ 120/m² $\square$ 125/m² $\square$ 130/m²
<ul> <li>marketing fee "Basic"</li> <li>fee for general hall ancillary costs</li> <li>AUMA fee</li> <li>See page 3 for a detailed list of all the services included</li> </ul>	plus glass rental, dishwashing service, bread service, crushed ice €80 plus marketing fee "Basic" € 195 (see page 2 for a detailed description of the services and additionally bookable services) plus fee for general hall ancillary costs € 6.40 per m²
packages.  The offer from will be accepted	pres Admix red & 6.00 per m
DIGITAL WINE EXCHANGE (DWE)  Presentation of wines in the DWE tasting area and inclusi  We register wine(s) for presentation incl.  printed expertise in the DWE for € 50 per wine	ion of the wines in the digital wine database  We register wine(s) incl. printed expertise and incl. one tablet

Registration of wines possible until December 31, 2023. Wines must be sent in and the wine data entered in the digital wine database

#### IV Stand construction / stand services

Place, date

STAND CONSTRUCTION for stand area bo	_								
_	with the Sp								
	e with the Spi	ecial Terr	ns and	Conditi	ons of P	Participa	ation.		
In addition we require:									
3kW electrical connection, including flat-rate	-	nsumptio	n €192	2.50 (100	l% of the	e electr	icity is	generated	l by certified green powe
m² of carpeting (sheet goods): € 12.50 pe									
stand walls (Octanorm 2.50 m x 1.00 m):	€48.50 per li	inear met	er						
We would like advice on stand construction.									
Further services can be ordered via the Online Service Cente	r (USC)								
Turther services can be ordered via the ordine service before	(050).								
Stand lettering (included in the complete stand New S	Style)								
Please enter the text for your stand's lettering:				_					
/ Marketing services									
===									
Marketing fee Basic – already booked via stand registra			0		1.6				(
Entry in the official exhibitor/product group directory and in t material with vouchers for the exhibition tickets of your cust	_			-				_	
fair on site, 21 redeemed vouchers are free of charge for yo	_						-		
Prerequisite for the entry in and the use of the digital datab								_	
<u></u>									
Optionally: FLATRATE for voucher codes for a free visit t									
	and business	s partners	lexclu	sively tr	ade visi	tors) to	the tra	de fair an	d to your stand!
With the voucher flatrate you invite <u>unlimited</u> customers									
With the voucher flatrate you invite <u>unlimited</u> customers he creation of the exhibitor list is done by the project team a	ıd can be mo	dified via	the On	line Ser	vice Cer	nter (OS	SCJ.		
·							SCJ.		
The creation of the exhibitor list is done by the project team and for other information is available, the postal address will be	used. Further						SCJ.		
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The creation of the exhibitor list is done by the project team at f no other information is available, the postal address will be  I am interested in sponsoring services. Please contact m  VI Exhibiton liability insurance  Liability insurance with an insurance sum of up to 3 million euros for personal injury and property damage is mandatory for participation in trade fairs. Proof of insurance must be provided immediately, at the latest 4 weeks prior to the event.*  We hereby order liability insurance at a fee of €70 for our participation in the trade fair with an insurance (coverage) sum up to €3 million for personal injury and property damage.  If proof of existing liability insurance is not provided in good ime, Karlsruher Messe- und Kongress GmbH will take out	vii VII Pleas sortin	Index se enter t	of e) he lette	chibite  r for al	ors / (phabeticors:	exhit	pition		Please enter your <b>three f</b> exhibited goods, which yo can find listed in the index product groups on page 4

Company stamp, legally binding signature

## Stand construction service

#### Professional presentation with all-round service

We will plan and organise your trade fair stand and ensure that it is constructed on schedule. All you have to do is set up your stand shortly before the trade fair opens. On the final day of the trade fair, simply pack up all your exhibits and furniture and we will dismantle the stand.



### 12 m<sup>2</sup> complete stand EUROVINO

The following services are included in the complete stand:

- Stand area 3 x 4 m
- Octanorm system back walls (height 2.50 m)
- 3 chairs, 1 table, 1 sideboard
- 1 spittoon for tasted wine
- 3 kW electrical connection incl. flat-rate electricity consumption (electricity 100% from certified green power) and incl. triple power socket
- Set-up and dismantling of the stand
- Fee for general hall ancillary costs
- Marketing fee Basic (detailed list of services can be found on page 2 under point V)
- 2 passes for exhibitors
- Glass rental and dishwashing service, bread service, crushed ice

Additional services (e.g. carpet, stand lighting and signage, refrigerator) can be booked at the OSC.



Stand example - refrigerator and decoration are not included in the package.

## 16 m<sup>2</sup> complete stand EUROVINO

The following services are included in the complete stand:

- Stand area 4.5 x 3.5 m
- Octanorm system back walls (height 2.50 m)
- 6 chairs, 2 tables, 1 sideboard
- 2 spittoons for tasted wine
- 3 kW electrical connection incl. flat-rate electricity consumption (electricity 100% from certified green power) and incl. triple power socket
- Set-up and dismantling of the stand
- Fee for general hall ancillary costs
- Marketing fee Basic (detailed list of services can be found on page 2 under point V)
- 2 passes for exhibitors
- Glass rental and dishwashing service, bread service, crushed ice

Additional services (e.g. carpet, stand lighting and signage, refrigerator) can be booked at the OSC.



Stand example - refrigerator and decoration are not included in the package.

### 6 m<sup>2</sup> complete stand New Style

The following services are included in the complete stand:

- Stand area 3 x 2 m
- Back wall 3 x 2.5 m made of maritime pine
- 1 counter 2 x 0.5 m in wood design
- 1 shelf
- 1 spittoon for tasted wine
- stand labeling
- 3 kW electrical connection incl. flat-rate electricity consumption (electricity 100% from certified green power) and incl. triple power socket
- Set-up and dismantling of the stand
- Fee for general hall ancillary costs
- Marketing fee Basic (detailed list of services can be found on page 2 under point V)
- 2 passes for exhibitors
- Glass rental and dishwashing service, bread service, crushed ice

Additional services (e.g. carpet and stand lighting, refrigerator) can be booked at the OSC.

Please send your logo (as a file in eps format or as a print-ready jpg) to the following email address: lisa.scheurer@messe-karlsruhe.de



Stand example - decoration is not included in the package.

# Index of product groups EUROVINO 2024

Please select your **three free** exhibits here. Additional entries can be booked via the Online Service Center (OSC) for a fee.



# **01 Wines** (according to growing regions)

#### 01.01 Europe

01.01.01 Bulgaria

01.01.02 Germany

01.01.02.01 Ahr

01.01.02.02 Baden

01.01.02.03 Franconia

01.01.02.04 Hessische Bergstrasse

01.01.02.05 Middle Rhine

01.01.02.06 Moselle

01.01.02.07 Nahe

01.01.02.08 Palatinate

01.01.02.09 Rheingau

01.01.02.10 Rheinhessen

01.01.02.11 Saale-Unstrut

01.01.02.12 Saxony

01.01.02.13 Württemberg

01.01.03 England

01.01.04 France

01.01.04.01 Bordeaux

01.01.04.02 Burgundy

01.01.04.03 Champagne

01.01.04.04 Cognac

01.01.04.05 Alsace 01.01.04.06 Jura

01.01.04.00 Jula

01.01.04.07 Corsica

01.01.04.08 Languedoc-Roussillon

01.01.04.09 Loire

01.01.04.10 Lorraine

01.01.04.11 Provence

01.01.04.12 Rhône

01.01.04.13 Savoy

01.01.04.14 South-West

01.01.05 Georgia

01.01.06 Greece

01.01.07 Italy

01.01.07.01 Abruzzo

01.01.07.02 Valle d'Aosta

01.01.07.03 Puglia

01.01.07.04 Basilicata

01.01.07.05 Emilia Romagna

01.01.07.06 Friuli

01.01.07.07 Calabria

01.01.07.08 Lazio

01.01.07.09 Liguria 01.01.07.10 Lombardy

01.01.07.10 Lonibard

01.01.07.12 Modise

01.01.07.14 Sardinia

01.01.07.15 Sicily

01.01.07.16 South Tyrol

01.01.07.17 Tuscany

01.01.07.18 Umbria

01.01.07.19 Veneto

01.01.08 Croatia

01.01.09 Luxembourg

01.01.10 North Macedonia

01.01.11 Austria

01.01.11.01 Lower Austria

01.01.11.02 Vienna

01.01.11.03 Burgenland

01.01.11.04 Styria

01.01.12 Portugal

01.01.13 Romania

01.01.14 Switzerland

01.01.15 Slovakia

01.01.16 Slovenia

01.01.17 Spain

01.01.17.01 Andalusia

01.01.17.02 Aragon

01.01.17.03 Asturias

01.01.17.04 Balearic Islands

01.01.17.05 Basque Country

01.01.17.06 Galicia

01.01.17.07 Cantabria

01.01.17.08 Castile La Mancha

01.01.17.09 Castile-Leon

01.01.17.10 Catalonia

01.01.17.11 Madrid

01.01.17.12 Murcia

01.01.17.13 Navarre

01.01.17.14 Valencia 01.01.17.15 Ribera del Duero

01.01.17.16 Rioja

01.01.18 Czech Republic

01.01.19 Hungary

#### 01.02 Overseas

01.02.01 Argentina

01.02.02 Australia

01.02.03 Brazil

01.02.04 Chile

01.02.05 Canada

01.02.06 Mexico 01.02.07 New Zealand

01.02.08 Uruguay

01.02.09 USA

#### 01.03 Asia/Africa

01.03.01 China

01.03.02 India

01.03.03 Israel

01.03.04 Lebanon

01.03.05 Turkey

01.03.06 Tunisia 01.03.07 South Africa

# 02 Sparkling wines / Slightly sparkling wines

02.01 Sparkling wine

02.02 Slightly sparkling wine

02.03 Other

## 03 Spirits

03.01 Armagnac / Cognac

03.02 Fine fruit brandies

03.03 Gin

03.04 Liqueurs

03.05 Rum

03.06 Grape marc / pomace spirits

03.07 Whisky

03.08 Other

## 04 Other beverages

04.01 Non-alcoholic beverages

04.02 Other

#### 05 Other

05.01 Accessories

05.02 Services

05.03 EDP

05.04 Trade literature / Publishers

05.05 Associations / Institutions

#### 06 Cultivation (certified)

06.01 Organic cultivation 06.02 Sustainable cultivation





Karlsruher Messe- und Kongress GmbH David Köhler Postfach 1208

# 76002 Karlsruhe

Registration of co-exhibitors	Represer personne	Represented on the stand with personnel and products  Companies represented:  Represented on the stand with products		
☐ Co-exhibitors ☐ Represented	Represen			
Registration fee including marketing fee "I	products			
FLATRATE for voucher codes for a free visit to the With the voucher flatrate you invite unlimited custo		tors) to the trade fair	and to your stand!	
Company	Managing director/owner			
General E-mail	Street /P.O. Box			
Post code, City	Country			
Phone number	Fax			
Contact person	Extension			
E-mail contact person	Website			
VAT ID number of beneficiary:	If affiliated with a VAT group, please specify	the		
VAT ID number of the group	and the address of the parent company			
Please note: All stand-related invoices will be sent to yo In exceptional cases, you may receive invoices by mail, p.  We will send invoices to the address specified in your co  > please indicate this address here:	blease tick the mailing by mail if required.	Yes		
Index of exhibitors: Mandatory entry of the co-exhibitor in the index of exhibitors and the Internet under letter:	Exhibited goods according to the index of pro	oduct groups (see pag	ge 4).	
The catalogue entry is created by the project team and can be modified via the Online Service Center (OSC). If no other information is available, the postal address will be used.			Please enter your <b>three free</b> exhibited goods, which you can find listed in the index of product groups on page 4.	
Further fee-based entries are possible.				
Please he sure to state the name of the				
Please be sure to state the name of the main exhibitor with which you are represented.			Further entries can be booked via the Online Service Center.	

(available at www.eurovino.info/en), the Special Terms and Conditions of Participation, the Technical Guidelines and the House Rules are hereby recognized as legally binding in all parts. Any deviating agreements must be made in writing. The place of performance and jurisdiction is Karlsruhe.

I have read the notice on data protection according to Art. 13 DSGVO at www.messe-karlsruhe.de/ds-gaus.

## Special Terms and Conditions of Participation

in events organised by

Karlsruher Messe- und Kongress GmbH P.O Box 12 08 76002 Karlsruhe, Germany Tel: +49 721 3720 0

Fax: +49 721 3720 2116 E-Mail: info@messe-karlsruhe.de



Event EUROVINO 2024

Organiser

Karlsruher Messe- und Kongress GmbH (Messe Karlsruhe) B.O. Box 12 08, D-76002 Karlsruhe, Germany

Dates and venue 3 + 4 March 2024

Messe Karlsruhe, Messeallee 1, D-76287 Rheinstetten, Germany

Setup and takedown times Setup: 1-2 March 2024

Takedown: beginning at 6:30 p.m. on 4 March 2024, 5 March 2024

Registration and admission

Application shall be made by submitting the legally binding, signed application form. The exhibitor shall print out a copy of the document for his own files. The sending or handing out of the application forms by the organiser does not constitute an express invitation to EUROVINO and does not establish any claim to admission.

5.1. The organiser shall decide on admission to EUROVINO 2024 in agreement with the curators (chairman of the advisory board as well as representatives from the advisory board and from the trade fair/ event management) within 6 weeks after receipt of the application. The exhibitor shall receive notification in text form of acceptance or rejection. With the written acceptance, the exhibition contract between the organiser and the applicant is concluded. If the content of the acceptance deviates from the content of the application for participation, the contract shall be concluded in accordance with the acceptance. In this case, the exhibitor has the right to withdraw from the contract free of charge within 14 days of admission. The same applies if the event must be rescheduled or relocated and these changes in the time and place of the event are reasonable for the applicant. The curators are not obliged to carry out additional research. Any conditions for acceptance formulated by the curators will be communicated to the applicant in writing and are binding upon receipt of the written acceptance. The exhibition contract shall only be deemed to have been bindingly concluded upon acceptance of the exhibitor. The exhibition management, the curators or the advisory board are not obliged to explain the reasons for any rejection to an applicant or to formulate these reasons in writing.

5.2. Acceptance does not give rise to any claims for acceptance to any

subsequent trade fairs. In particular, the organiser is under no obligation to send the applicant unsolicited application documents for future events or to inform the applicant of deadlines for applications for participation or of any changes in this respect.

5.3. Any provisos or special placement requests expressed on the application form cannot be accepted as conditions for participation; in particular, acceptance to EUROVINO 2024 does not imply acceptance of such provisos or placement requests. The trade fair/exhibition management shall endeavour to comply with the wishes of the exhibitor in the choice of stand form, but reserves the right - in consultation with the exhibitor – to make changes due to planning. **Withdrawal / cancellation** 

(1) For bookings received by August 31, 2023, in deviation from the withdrawal and cancellation conditions below, there is a right of cancellation free of charge up to and including September 14, 2023.

(2) After admission has been granted, withdrawal from the contract by the exhibitor is not permitted outside the statutory provisions and the following regulations. If the exhibitor cancels his participation after this date, or if he declares his withdrawal or cancellation of the contract, he must pay the participation fee for the entire booked stand area and the ancillary costs incurred by the organizer up to this point in time.

(3) In order to avert dangers and in the event of technical or securityrelated reasons, the trade fair / exhibition management may cancel an exhibit or prohibit an exhibit or demonstration planned by the exhibitor, even at short notice. The discretionary decision made in this regard by the trade fair / exhibition management is binding. In case, the exhibitor may not withdraw from the contract the exhibitor shall be responsible for redesigning or changing the use of his stand space in consultation with

the trade fair / exhibition management. Non-approved goods may be removed from the stand without further warning by Karlsruher Messe und Kongress GmbH at the exhibitor's expense.

(4) The following cancellation fees apply to services:

- up to six days before the start of construction in accordance with Item 4: Cancellation fees in the amount of 50 % of the costs for stand construction/services
- from the start of construction in accordance with item 4: Cancellation fees amounting to 100 % of the costs for stand construction/services [5] The exhibitor has the right to prove that Messe Karlsruhe has not incurred damages in the amount of the costs specified in items 6 (1)

#### Acceptance requirements

The basic requirement for acceptance is that the exhibitor is part of the wine-producing sector or is involved in its marketing/sales promotion/ distribution or similar activities. All exhibits must be designated as precisely as possible on the application form and must correspond to the areas offered according to the nomenclature. Objects other than those registered and admitted may not be exhibited. The exhibition management shall decide on admission together with the curators. There is no entitlement to admission. Admission shall be granted in writing by the exhibition management. The event contract shall only be deemed to have been bindingly concluded upon admission. However, the trade fair/exhibition management is entitled to revoke admission if the conditions for admission are not or are no longer met. If the exhibitor deviates from the details in the application without the written approval of the trade fair / exhibition management, the trade fair / exhibition management may also exclude the exhibitor from participation in the trade fair at short notice and without complying with deadlines. Claims for damages by the exhibitor against the organiser cannot be derived from this exclusion.

#### **Costs of participation**

The prices for stand space are as follows. Row stand = €112.50/m². Corner stand = €120/m². Head stand = 125/m². Island stand = €130/m². These prices are net space prices without stand construction and with neither side walls nor partition walls. Please order additional services via the Online Service Center (OSC). Marketing fee "Basic" is €195 + VAT. The fee for general hall ancillary costs (hall energy with electricity from 100 % certified green power; general waste disposal; and aisle carpets made of recyclable material, if available) is €6.40 + VAT.

#### Stand construction service

12 m<sup>2</sup> complete stand EUROVINO € 2,299 plus VAT (stand construction including stand area)

16 m² complete stand EUROVINO € 2,749 plus VAT (stand construction including stand area);

6 m<sup>2</sup> complete stand New Style € 2,249 plus VAT (stand construction

Please note: When ordering stand construction packages, no invoicing or reimbursement can be made for unneeded stand construction materials. After registration, the stand construction can only be ordered via the Online Service Center (OSC).

#### Digital Wine Exchange

With a participation in the Digital Wine Exchange (DWE), wines registered for the DWE will be presented at EUROVINO without having to book an exhibition stand or space. Per registered wine that is presented in the DWE tasting zone, including a printed expertise and an entry in the digital database, a fee in the amount of € 50 will be charged. For the additional digital presentation of your winery on one tablet provided by Messe Karlsruhe, a fee of  $\mathfrak E$  75 per wine will be charged. The terms of use and privacy policy of the Digital Wine Exchange apply.

Co-exhibitor / additionally represented company

Notice of the inclusion of a co-exhibitor and/or an additionally represented company at the stand must be provided in writing together with the application; said notice shall state the full address, including a contact person, of the co-exhibitor and/or additionally represented company (see page 5 of the application form). A registration fee including marketing Basic" in the amount of € 295 plus VAT must be paid for the coexhibitor and/or additionally represented company.

#### Force majeure, pandemic-related restrictions

12.1 Force majeure defined as is an external event, unforeseeable by human judgement and experience, which has an immense impact on the contractual relationship and cannot be prevented or rendered harmless by economically tolerable means, even with the utmost care that can be reasonably expected to be taken under the circumstances. Force majeure entitles the contracting parties to modify the contract or, if such modification is unreasonable, to withdraw from the contract. The withdrawal must be declared immediately to the other party to the contract in written form, stating all the circumstances justifying the unreasonableness of the proposed modification.

12.2 In the event of force majeure, Messe Karlsruhe is additionally entitled to postpone, shorten, extend or limit the event, in whole or in part, and to close it temporarily or permanently. The following shall also be deemed equivalent to a case of force majeure

- the interruption or not merely minor restriction of an adequate supply of electricity, gas or water, insofar as this is not only of short duration or is the fault of Messe Karlsruhe,
- with regard to the occurrence and further development of pandemics in accordance with the German Infection Protection Act (IfSG). Compensation claims are excluded for these cases as well as for a cancellation, discontinuation or postponement of the event for the reasons stated in items 12.2 and 12.1.

#### 13. Two-level stands

Two-level stands are subject not only to the stand rental, but also to an additional 50 % rental fee for the upper level.

#### 14. Stand space

Minimum stand space is 6 m². Smaller stand space can only be rented if the rental has been arranged with the trade fair/exhibition management and if such smaller space results from the planning of the layout. Any structural columns that are located within the stand space constitute part of the stand. The final rental invoice shall be based on the dimensional survey conducted by the trade fair / exhibition management. Each square metre or part thereof shall be charged in full, and the stand space shall generally be calculated as a rectangle, irrespective of installations, minor deviations, etc.

#### 15. Design, fittings and furnishings

Each stand area is required to have constructively defined borders separating it from neighbouring stands. If the exhibitor does not have his own stand construction system or if he does not rent such a system via Messe Karlsruhe, then stand separation partitions (back and side panels) are mandatory. These partitions are subject to a fee, which is not included in the stand rental. Stand separation partitions are available via the Online Service Center (OSC). If the exhibitor does not order stand separation partitions, but his stand space is surrounded by partitions of his neighbours or by existing partitions, then the exhibitor will be charged for these partitions according to the terms specified in the Online Service Center (OSC). Approximately five centimetres shall be deducted from the width of an allocated stand, unless the exhibitor has specifically requested clear width on account of standard stand construction. For safety reasons, stand separation partitions in basic stand construction may need to be secured by support partitions, which may only be removed by the organiser's contracting company after said company has professionally assured the structural stability of said partitions. The exhibitor shall be liable for any damage resulting from failure to ensure the continued structural stability of stand separation partitions after the takedown of his stand. The exhibitor shall submit drawings and sketches of the intended stand construction. The exhibitor must receive permission before setting up his own marquees, pavilions or roofed-over facilities on outdoor premises; said permission shall be dependent upon the prior submission of a draft plan. Any decoration material used by the exhibitor shall be flame-retardant and must comply with all other police regulations. The exhibitor shall be liable for any damage to partitions and flooring as well as any modifications to the rented stand space caused by the exhibitor, his staff or his agents. Costs resulting from such damage shall be billed separately. The exhibitor shall notify the trade fair / exhibition management of any contracted design companies, unless they are companies which the exhibitor runs himself. If external contracted design companies are needed, local companies are to be preferentially considered. Exhibitors may not modify the interior finish of the halls. Pillars, wall projections, fire extinguishers, partitions, distribution boxes and other technical facilities comprise part of the allocated stand space.

#### 16. Setup and takedown

The exhibitor shall receive the access details for the Online Service Center IOSCL in good time and shall meticulously note the details of same

(OSC) in good time and shall meticulously note the details of same. If a company's stand is still unoccupied 12 hours prior to the beginning of the event or if there is no indication that the exhibitor will arrive at a later time, then the trade fair/exhibition management will arrange for his space to be provided with side and back panels at the exhibitor's expense and the entire stand will be decorated so as to create an attractive overall impression or the stand space will be made available to other customers.

In such a case, the stand rental shall be payable in full by the originally intended exhibitor. Under no circumstances shall Messe Karlsruhe be held liable for damage caused by the exhibitor's delay in submitting orders (incorrect obligatory entry in the index of exhibitors, incomplete electric power lines during assembly, etc.). If the exhibitor takes down his stand prior to the end of the exhibition, then the trade fair/exhibition management shall be entitled to charge a contractual penalty of  $\mathfrak E$  500 + VAT.

#### 17. Complaints about stand construction services

Complaints must be made by the applicant immediately (without culpable (without undue delay) on site at the Service Center of Messe Karlsruhe; at the latest by the end of the event.

#### 18. Exhibitors' badges

Exhibitors bear the responsibility for downloading and printing out their badges via the OSC. For stands in the halls: Two exhibitors' badges will be issued free of charge for stands up to 16 m²; Two additional badges shall be issued for each additional 10 m², up to a maximum of 15 badges. If necessary, further badges can be issued subject to a fee. Please refer to the relevant forms in the Online Service Center (OSC).

#### 19. Index of exhibitors

The organiser will publish an official exhibitor/product group directory for the trade fair. The mandatory entry contains a basic entry in the alphabetical index (company's name, hall, stand number and, if applicable, further data related to the company), in the index of wares (company's name, hall, stand number) and in the Internet. The exhibitor may also be named in the organiser's social media channels. The entries of company information and wine expertises in the digital database can be accessed online for a period of one year or until the following EUROVINO. Prerequisite for this is the timely submission of the application. Further applications are possible for a fee. Please note the appropriate forms in the Online Service Center (OSC). If the exhibitor submits or uploads texts and images, the exhibitor shall be responsible for the copyright

permissibility of their use in the printed official exhibitor/product group directory. It is solely the responsibility of the exhibitor to obtain from the holder of the authorship rights the permission that is necessary for the reproduction of images and texts in the official exhibitor/product group directory. If the organiser should be sued, especially by the holder of the authorship rights or by the holder's representative, for violation of copyright caused by the organiser's use of images and texts which the exhibitor submitted and/or uploaded, then the exhibitor shall be liable for the resulting damages and shall indemnify the organiser with regard to these claims from the third party. The exhibitor shall pay any licensing, utilisation or authorship fees (e.g. to VG Bild Kunst or to the artist or to the author of the submitted and/or uploaded texts) incurred by the reproduction of texts and images in the official exhibitor/product group directory.

#### 20. Animals

Animals are not allowed at the event. An exception to this prohibition is the carrying of guide dogs or assistance dogs that are necessary from a medical point of view. Proof of this must be presented on request. Separate exceptions apply for animal-related events.

#### 21. Sales / distribution

The sale / distribution of goods and services is only permitted insofar as these are listed in the acceptance and the sale/distribution takes place on the area of the rented stand. The exhibitor shall comply with the statutory provisions, in particular with the law on price labelling. The exhibitor is solely responsible for obtaining and complying with any official permits required (such as trade and health permits). Violations entitle Messe Karlsruhe, after prior warning, to close the stand immediately and to exclude the exhibitor from participation in the current event and, if applicable, also in subsequent events. This exclusion shall not affect the exhibitor's liability for the full participation fee; the exhibitor shall have no claim for damages in this respect.

#### 22. Photography

The trade fair / exhibition management is entitled to authorise staff to make sketches, video recordings and photographs of trade fair stands and exhibits and to use the resulting material for its advertising purposes (cf. House Rules §6). The exhibitor shall waive all objections arising from his rights of ownership and rights of use. Other persons require express written permission from the trade fair / exhibition management for photographs and recordings of any kind.

#### 23. AUMA fee

Net fees of €0.60 per square metre of indoor and outdoor space are levied for the Association of the German Trade Fair Industry (AUMA). This amount shall be invoiced along with the stand rental. AUMA upholds the manifold interests of German industry in matters of exhibitions and trade fairs.

#### 24. Technical facilities

Requests for electricity, water, compressed air, telephone connections, etc. can only be complied with if orders are received on time via the Online Service Center (OSC). A sufficient amount of general illumination will be available. However, the exhibitor can ask for additional electric lines to be installed at his own expense. Charges for such lines shall be based on the connection point that is closest to the relevant stand. The installation of supply lines may only be entrusted to contractors who have been licensed for this purpose by the trade fair / exhibition management. Consumption of electricity, water and gas within the stand space shall be at the exhibitor's expense. The trade fair / exhibition management accepts no liability for damage due to technical faults resulting from supply fluctuations, power cuts or force majeure or due to power disruptions effected upon the orders of the fire department, police or public utilities.

#### 25. Terms of payment

The rental of the stand space (stand rental) and all other fees are net prices, to which VAT at the respective statutory rate is applicable and must be paid. If no valid VAT ID is provided by companies from the EU with places of business outside Germany, then Messe Karlsruhe is obligated to add the statutory sales tax to the invoice sum. The exhibitor shall receive an invoice for the stand space upon/after confirmation of the stand; if additional charges and stand construction packages are involved, then the invoicing shall depend on the date of the order. All invoices are payable upon receipt. If an invoice is not settled by the exhibitor within 30 days of its receipt, then the exhibitor shall be considered as being in arrears, even if a payment reminder has not been not issued. If the exhibitor is in arrears, then the trade fair / exhibition management shall be entitled to charge default interest at the statutory rate. In the event of continuing arrears despite a reminder, then the trade fair / exhibition management reserves the right to cancel the agreement with immediate effect on the grounds of a compelling reason. Please note that all orders received less than 14 days prior to the start of the event will be subject to an express service surcharge of 25 %.

#### 26. Advertising

Active advertising outside the area of the rented stand is not permitted except for the onsite advertising services offered by Messe Karlsruhe. In case of violations, the trade fair / exhibition management reserves the right to take immediate action. The management may also cancel existing agreements for subsequent events on the grounds that essential requirements for contractual fulfilment are no longer met.

#### 27. Prevention of accidents

It is mandatory for the exhibitor to ensure that his exhibited machinery, equipment, appliances and other items are equipped with safety devices that comply with the accident prevention regulations of the relevant trade association. The exhibitor shall be liable for any personal injury or property damage arising from the operation of exhibited machinery,

equipment, technical systems, etc. Fire extinguishers and their signs shall not be removed or covered, and emergency exits shall not be covered or concealed by exhibition stands or exhibits. The specifications of the technical guidelines (www.messe-karlsruhe.de/data/downloads/contract-documents-and-guidelines/technical-guidelines-for-fairs-and-exhibitions-fair.pdf) are to be observed.

#### 28. Cleaning

The trade fair/exhibition management shall be responsible for cleaning the generally accessible outdoor exhibition areas and the halls. The exhibitor is responsible for cleaning the stand that he has rented. Packaging and similar materials shall not be stored in halls.

#### 29. Insurance and guarding

The exhibitor shall be liable for any personal injury or property damage caused by his company. As detailed in the participation regulations of IDFA (the Interest Group of German Trade Fairs and Exhibition Cities), which become part of the contract between the organiser and the exhibitor, the trade fair / exhibition management accepts no liability for damage caused by fire, burglary, theft, burst water pipes or weather conditions. The trade fair / exhibition management therefore urgently recommends the conclusion of an exhibition risk insurance policy. The trade fair / exhibition management has concluded a special agreement with an insurance company for the duration of the exhibition. Exhibitors are explicitly encouraged to join this agreement in view of the special benefits that it provides. If the exhibitor wishes to obtain special and separately chargeable stand security, then these security services shall be provided exclusively by companies commissioned for this purpose by the trade fair / exhibition management on the terms which are applicable at the time. The relevant forms can be found in the Online Service Center (OSC).

#### 30. GEMA

The exhibitor must contact GEMA (German Society for Musical Performing Rights and Mechanical Reproduction Rights) in the following cases: use of live music, band music, records, cassettes, CDs, DVDs, presentations of films with sound or videos with music, or in the event that the exhibitor is a member of an AV or TV medium. GEMA, D-11506 Berlin, Germany, phone: +49(0)30 58858999.

#### 31. Data protection

The personal data that you have provided will be processed in the context of fulfilling the contract. In this context, your data may also be passed along to third parties (service partners) insofar as this may be necessary to fulfil the contract. The processing of your data occurs according to article 6, paragraph 1, lit b DSGVO. Moreover, your data will be used in legitimate interest for direct advertising according to article 6, paragraph 1, lit f DSGVO. You can find further information at: www.messe-karlsruhe.de/ds-gaus

#### 32. Domiciliary right

The trade fair / exhibition management exercises a domiciliary right on the outdoor area and in the exhibition halls. Instructions of the trade fair / exhibition management, their employees and their stewards shall be observed.

# 33. Recognition of the terms and conditions of exhibition and the House Rules

By registering for participation in the exhibition, the exhibitor bindingly recognises, both for himself and for his agents, these Special Terms and Conditions for Participation, the General Exhibiting Guidelines for Trade Fairs and Exhibitions of IDFA Members, and the House Rules. In the event of infringement, the trade fair / exhibition management is entitled to rectify the situation at the expense of the exhibitor concerned and to close the exhibitor's stand without compensation.

#### 34. Period of limitation

All contractual and pre-contractual claims of the exhibitor against the trade fair / exhibition management shall become statute-barred within six months. The limitation period begins on the first working day after the end of the event.

#### The place of performance and jurisdiction is Karlsruhe. German law applies.

#### 36. Severability clause

The possible invalidity of individual conditions above shall not affect the validity of the remaining Special Conditions of Participation and the entire contract. In the event that one of the aforementioned conditions is invalid, the condition that comes closest to the original condition's economic meaning and purpose shall be deemed agreed in its place.

# General Exhibiting Guidelines for Trade Fairs and Exhibitions of IDFA Members\*

Bremen Karlsruhe Dortmund Leipzig Essen Offenbach Hamburg Pirmasens Friedrichshafen Saarbrücken Stuttgart

**IDFA** 

In the event of any non-conformity, the following regulations shall apply in the undermentioned order (if available):

A. Individual binding agreements of the organizer

B. Special Exhibiting Conditions of the organizer

C. General Exhibiting Guidelines

01.01 The participants in trade fairs and exhibitions shall be divided into exhibitors, co-exhibitors and additionally represented companies. They shall hereinafter be called "participants" for short.

01.02 The admission of one or more co-exhibitors shall only be possible in exceptional cases and shall entitle the organizer to charge a special fee.

In all cases, however, the admitted exhibitor shall be liable for ensuring that the co-exhibitor(s) complies (comply) with the obligations upon the exhibitor.

01.03 Exhibitors, co-exhibitors and additionally represented companies

An **exhibitor** shall be regarded as anyone who hires an exhibition stand for the duration of a trade fair or exhibition and takes part in this event with their own personnel and their own products or services. A co-exhibitor shall be regarded as anyone who takes part in a trade fair or an exhibition on the stand of an exhibitor with their own personnel and their own products or services. Co-exhibitors shall also include members of a group of companies and subsidiaries.

In the case of an exhibitor who is actually a manufacturer, an additionally represented company shall be regarded as every other firm whose goods or services are offered by the exhibitor.

If an exhibitor, who is a sales company, presents both products from a manufacturer and additional goods and services from other firms, these firms shall be regarded as **additionally represented companies**.

01.04 The admission of the exhibitor shall not lead to a contract between the co-exhibitors or additionally represented companies registered by the exhibitor and the organizer.

The inclusion of co-exhibitors shall normally be subject to a licence and a charge. The inclusion of additionally represented companies shall be subject to a licence; a charge shall only be paid for these companies if this is stipulated in the Special Exhibiting Conditions. The charge shall be paid by the exhibitor; it may also be subsequently invoiced by the organizer.

A written application for the inclusion of a co-exhibitor shall be sent to the organizer showing the full

address and the names of contact persons.

- 02.01 Anyone wishing to register (participation and ordering of a stand) for a trade fair or exhibition (hereinafter called "event") shall do so using the registration form, which shall be completed in full and signed with legally binding effect. This application shall be regarded as a contract offer from the exhibitor, which requires acceptance by the organizer. Submission of the application form shall constitute no grounds for admission to the event.
- 02.02 By submitting the application form, the exhibitor shall hereby accept these "General Exhibiting Guide-lines" and, if available, the "Special Exhibiting Conditions" applying to the particular event, the "House Rules", the Technical Guidelines' and the regulations contained in the "service documents". This obli-gation shall also extend to the persons employed by the exhibitor at the event, other participants registeed by the exhibitor and other agents.
- 02.03 The exhibitor shall be obliged to comply with relevant labour and trade legislation, environmental protection regulations, fire protection regulations, accidence prevention regulations and the provisions of competition law. The exhibitor shall also personally comply with EU Regulations No. 2580/2001 and No. 881/2001, especially in regard to finance and personnel.
- 02.04 The exhibitor shall continuously monitor compliance with the above-mentioned regulations by the persons whom he employs at the event, his other registered participants and other agents. In the event an infringement of this obligation, the exhibitor shall intervene and/or inform the organizer about the infringements
- 02.05 By submitting the application form, the exhibitor hereby agrees to his data being recorded, processed and used for the purpose of organizing the event and for purposes of advertising, market research or opinion research – in accordance with the latest version of the Data Protection Act – and to these data being passed on to third parties in connection with the above-mentioned purposes. The exhibitor shall hereby give his consent in this respect, unless he has filed an express objection. The exhibitor shall also be obliged to take part in electronic visitor recording and evaluation programmes, and shall agree to the publication of information relating to his participation via electronic media, including the Internet

#### Admission

- 03.01 The organizer shall take a decision, if necessary in agreement with the respective committees, regarding the admission of the exhibitor and registered exhibits to the event via a written confirmation of admission A contract shall come about with the admission of the exhibitor (see subsection 02.01, sentence 3).
- 03.02 The organizer may exclude individual participants from taking part in the event for factually justified reasons, especially if the amount of space available is insufficient. The organizer may also restrict the event to certain groups of participants if this is necessary to attain the purpose of the event. The organizer shall also be entitled to impose restrictions on the registered exhibits and change the amount of registered space. Admission shall only apply to the registered exhibits, the participants mentioned in the confirmation of admission and the space stipulated therein. No items apart from those which have been registered and admitted to the event may be exhibited.
- 03.03 The participant shall have the actual and legal power of disposal over the registered exhibits and shall be in possession of any necessary official operating licences. Descriptions and brochures relating to the oods or services to be exhibited shall be submitted by the participant on request.

#### Space assignment

- 04.01 The organizer shall personally assign space in accordance with the subject and structure of the particular event and the actual amount of space available. If possible, the organizer shall try and accommodate requests for specific space assignments in the registration form. The order in which applications are received shall not be the sole decisive factor in assigning space.

  04.02 The organizer shall admit participants to the event by issuing written confirmation of participation along
- with details of the stand provided (stand confirmation). Unless otherwise agreed in writing, the participation contract between the exhibitor and the organizer shall hereby be concluded with legally binding effect. If the contents of the stand confirmation differ from the contents of the exhibitor's registration form, the contract shall be concluded on the basis of the stand confirmation, unless the exhibitor objects

- 05. Unauthorized transfer of stand space, co exhibitors, additionally represented companies
  05.01 The assigned stand space may not be exchanged with another exhibitor. Partial or complete transfer of the stand space or subletting of the stand space to third parties shall also not be permitted without the approval of the organizer. In the event of an infringement of this provision, the organizer shall be entitled
- to terminate the contract immediately according to section 17 for good cause.

  05.02 If several exhibitors want to rent a stand together, they shall name a jointly appointed authorized representative on the application form. The organizer shall negotiate solely with this authorized representative. If se-
- veral exhibitors rent a stand together, every one of them shall be jointly and severally liable to the organizer. 05.03 The exhibitor may only accept co-exhibitors or additionally represented companies (cf. 01.04) with the prior approval of the organizer. Third parties shall also be regarded as co-exhibitors or additionally re-presented companies if they have close economic or organizational ties to the applicant. The exhibitor shall enter the names of all co-exhibitors or additionally represented companies on the application form. Co-exhibitors or additionally represented companies not named on the application form may not display exhibits on the exhibitor's stand.

#### Fees, payment deadlines and terms, lessor's right of lien

06.01 The participation fee amount and the payment deadlines are shown in the Special Exhibiting Conditions. The payment deadlines shall be observed. Prior and full payment of the invoice on the stipulated dates shall be a prerequisite for taking possession of the assigned stand space and for handing over the par-

- ticipant passes. No provision shall be made for deferral of payment in the event of any deviation from this regulation. Objections to the invoice may only be taken into account if they are sent in writing within 14 days after receipt of the invoice. When sending the invoice, the organizer shall draw the exhibitor's attention in particular to the importance of his actions.
- 06.02 An AUMA service fee amounting to €0.60 per square metre of stand space shall be charged for the activities of the Association of the German Trade Fair Industry (AUMA), Littenstrasse 9, 10179 Berlin. This service fee shall be listed separately on the invoice.
- 06.03 All invoice amounts shall be transferred in Euro without any bank charges or deductions quoting the customer number and invoice number to one of the accounts shown on the invoice. If the exhibitor fails to pay on time, the organizer shall be entitled to charge interest amounting to the interest rate which he would pay for taking out corresponding loans, but at least 8 percent above the current base interest rate, plus a fee of & 3.00 for every additional warning letter. The organizer shall reserve the right to assert claims for statutory interest after the due date (§ 353 of the German Commercial Code), any further date mage caused by default and other rights arising from these Exhibiting Conditions. The participant shall be entitled to provide the organizer with documentary evidence to the effect that the latter suffered no
- damage over and beyond the statutory default interest rate as a result of default in payment. 06.04 If the participant culpably fails to comply with his payment obligations on time, the organizer shall reserve the right, after granting a reasonable period of grace with consideration of the circumstances and the remaining time, to terminate the contract with immediate effect according to section 17 for good cause.
- 06.05 Should a participant fail to comply with his payment obligations, the organizer may exercise his right of lien, retain the exhibits and the stand fittings, and have them auctioned at the expense of the participant. each time after prior written notification, or to sell them privately if they have a stock exchange price or a market price

#### Non-participation by the participant

- 07.01 Non-participation by the participant shall not generally release him from his contractual obligations. The participant shall be obliged, in particular, to pay the contractually due fees. The organizer shall not be
- obliged to accept a replacement participant nominated by the participant.

  07.02 In the event of non-participation, the participation fee shall become due for payment immediately if the due date has not already been established according to subsection 06.01.
- 07.03 In order to ensure that the trade fair/exhibition has a unified appearance, the organizer shall be entitled to reassign the stand space not used by the participant if the latter does not take part in the event. The participant shall pay an administrative fee (see subsection 17.06) for the attempts by the organizer to hire the exhibition stand for a consideration other than through an exchange with the stand space of another participant. This provision shall also apply if the stand space is reassigned to a replacement exhibitor who is nominated by the participant and accepted by the organizer. If no interested party is found, the organizer shall be entitled to arrange the stand space at the expense of the participant. The participant shall also not be released from the obligation to pay the participation fee if the assigned stand space is hired in another way, but the total area available for the event cannot be fully hired out.
- 07.04 In the event of non-participation by a co-exhibitor, the participant shall still be obliged to pay the full registration fee (see subsection 01.04).

## 08. Cancellation, relocation and change in the duration of the event 08.01 The organizer shall be entitled to cancel the event for good cause, change its date and location, change

- its duration or if necessitated by space conditions, police instructions or other compelling reasons move the stand space assigned to the participant, change its dimensions and/or limit the stand space. Any change in regard to the venue or its time or any other change shall become an integral part of the contract when the participant is notified accordingly. In this case, the participant shall be entitled to withdraw from the contract within 14 days after receipt of the notice of change. Compensation claims against the organizer shall be excluded in this case, unless the change was due to gross negligence or intent on the part of the organizer or his agents.
- 08.02 Cases of force majeure, which prevent the organizer from fulfilling all or some of his obligations, shall release him from the performance of this contract until such time as force majeure ceases. The organizer shall inform the exhibitor immediately, unless he is also impeded by a case of force majeure. The impossibility of a sufficient supply of auxiliary materials such as electricity, heating, etc., as well as strikes and lockouts shall be regarded as tantamount to a case of force majeure - unless they only last for a short period or were caused by the organizer. If the organizer incurs costs in these cases for the preparation of the event, the participant shall be obliged to pay these costs.
- 08.03 If the organizer is able to stage the event at a later date, the participant shall be notified accordingly. The participant shall be entitled to withdraw from the contract within 14 days after receipt of this notification. . Compensation claims against the organizer shall be excluded in this case, unless the change of date was due to gross negligence or intent on the part of the organizer or his agents.
- 08.04 If the organizer is responsible for cancelling the event, the participant shall not be obliged to pay the narticination fee
- 08.05 If the organizer is forced to shorten an event already in progress on account of the occurrence of force majeure or for other reasons for which he is not responsible, the exhibitor shall not be entitled to claim full or partial reimbursement or waiver of the participation fee.

#### Stand construction, fittings and design

- 09.01 All exhibition stands and other event areas shall be measured and marked by the organizer. In case of doubt, the organizer shall have the right to make a final decision (§ 315 of the German Civil Code).
- 09.02 The participant shall be obliged to build a trade fair stand or an exhibition stand (stand) on the rented exhibition space. The stand shall be occupied on time, but at the latest 24 hours before the start of the event. If the participant does not occupy the stand on time, the organizer may terminate the contract immediately according to section 17 for good cause.
- 09.03 Exhibits, stand equipment and/or other items, which were not shown on the application form or whose appearance, smell, lack of cleanliness, noise or other characteristics create an unreasonable nuisance or disturbance affecting the smooth running of the event or which otherwise turn out to be unsuitable shall be removed immediately at the request of the organizer. If these items are not removed at once, the organizer may dispose of them at the participant's expense and terminate the contract immediately according to section 17 for good cause.
- 09.04 In principle, every participant shall be free to design and equip their stand according to their own criteria. However, the stand design and equipment shall take account of the typical exhibiting criteria of the event and all conditions of the organizer, especially the Technical Guidelines, the Special Exhibiting Conditions and the service catalogue. The organizer shall be entitled to request the participant to submit plans and stand descriptions that are true to dimensions. The name or the company and the address or head office of the participant shall be clearly marked on a stand sign. The names of the companies commissioned to
- design and build the exhibition stand shall be notified to the organizer.

  09.05 The stand shall be properly equipped and occupied by knowledgeable personnel at the fixed opening times throughout the duration of the event stipulated in the Special Exhibiting Conditions.

  09.06 If the design and/or equipment of a stand do not comply with the relevant specifications, the organizer
- may request that the stand be changed or removed accordingly by the participant. The costs in this case shall be borne by the participant. If the participant fails to comply with this request straightaway, the organizer shall be entitled to change the stand at the participant's expense or terminate the contract immediately according to section 17 for good cause.
- 09.07 Construction of the stand shall be completed at the latest before the end of the construction times sti-

<sup>\*</sup> The IDFA is the interest group of German trade fairs and exhibition cities. Its members are the trade fair companies in: Bremen, Dortmund, Essen, Friedrichshafen, Hamburg, Karlsruhe, Leipzig, Offenbach, Pirmasens, Saarbrücken and Stuttgart. IDFA members issue these guidelines together on a voluntary basis in the interest of ensuring fair and equal treatment for all exhibitors. Members are free to enter into agreements with exhibitors that diverge from these guidelines. Such agreements and arrangements require written confirmation from the IDFA member in question in order to take effect.

- pulated in the Special Exhibiting Conditions. The participant shall not be entitled to remove exhibits from the stand or start dismantling the stand before the beginning of the stand dismantling times
- stipulated in the Special Exhibiting Conditions.

  09.08 Any exhibits exceeding the fixed height limits for the stands shall require the permission of the organizer. This provision shall also apply to the presentation of very heavy exhibits for which foundations or special equipment are required.
- 09.09 The participant shall be solely responsible for vacating the stand on time and restoring the original state of the exhibition space. All obligations of the organizer shall end after expiry of the stand dismant-ling period stipulated in the Special Exhibiting Conditions. The organizer shall accept no responsibility whatsoever for goods left on the trade fairgrounds, including those which were sold to a third party during the event. The organizer shall be entitled to charge a reasonable storage fee for goods which are not dismantled and taken away on time. The organizer shall also be entitled to use a suitable company to remove and store goods immediately at the participant's expense and risk.

- 10.01 The participant shall only be entitled to use any kind of advertising on his stand for his own company and solely for the goods which he produces or sells, provided they have been registered and admitted to the event.
- 10.02 Loudspeaker advertising, other acoustic measures and slide, film, video or computer presentations and other noisy measures shall require the written approval of the organizer. This provision shall also apply to the use of audio or visual equipment for the purpose of attaining a better advertising impact or if the demonstration of exhibits is noisy or annoying.
- 10.03 The organizer shall be entitled to stop unauthorized advertising without the aid of courts or the police and to personally remove it or have it removed. The costs of removing unauthorized advertising shall be borne by the participant. Licences that have already been issued may be subjected to restrictions or
- revoked in the interest of maintaining an orderly event if no other remedial measures are possible. 10.04 If the participant plays back mechanically reproduced music, he shall be obliged to obtain the necessary public performance licence and pay the fees in this respect.

  10.05 The participant shall not be permitted to carry or drive around advertising media on the trade fairgrounds
- or distribute printed matter and samples outside his stand.

  10.06 The participant shall be strictly forbidden to approach and interview visitors outside the stand. In the event of an infringement of this provision, the organizer shall be entitled to terminate the contract immediately according to section 17 for good cause.
- 10.07 Political advertising and/or political statements shall not be permitted, unless the political statement forms part of the event. In the case of political statements or political advertising which are capable of disturbing the smooth running of the event or public order, the organizer shall be entitled but not obliged to request the participant to stop showing the offending items and to remove them from his stand. If the exhibitor fails to comply with this request, the organizer shall be entitled to terminate the contract immediately according to section 17 for good cause.

#### Direct selling

- 11.01 Direct selling shall not be permitted, unless it is expressly permitted in the event-related "Special Exhibiting Conditions". If direct selling is permitted according to the "Special Exhibiting Conditions", the items for sale shall be marked with clearly legible price tags according to the Price Quotation Ordinance.
- 11.02 The participant shall be responsible for obtaining and maintaining licences from the trade supervisory and public health authorities.

#### Exhibitor passes

12.01 After paying the invoice amounts in full (see section 06), every exhibitor shall receive for his stand exhibitor passes entitling him to free admission to the event (see Special Exhibiting Conditions). The number of exhibitor passes shall not be increased through the inclusion of other participants. Additional exhibitor passes may be obtained on payment of a charge to the organizer (see Special Exhibiting Conditions). The exhibitor passes shall be intended for stand personnel and shall be completed in accordance with the instructions on the pass. Exhibitor passes may not be passed on to third parties.

#### Security, cleaning, waste disposal

- 13.01 Stand security and supervision during the daily opening hours of the event shall normally be the responsibility of the participant, also during the stand construction and dismantling periods. The organizer shall only be responsible for general supervision of the halls and the trade fairgrounds outside the opening hours of the event. No services shall be provided in connection with custody, safekeeping or protection of interests of the participants. Valuable, easy-to-remove items belonging to the participant shall be placed under lock and key at night-time. The participant shall use, at his own expense, the security firm
- commissioned by the organizer for additional stand supervision.

  13.02 The organizer shall pay the costs for general cleaning of the trade fairgrounds and the exhibition hall aisles. The participant shall be responsible for cleaning his stand/stand area. Cleaning of the stand shall be completed each day before the event starts. The participant shall use the cleaning company appointed by the organizer to clean his stand. If the participant uses his own cleaning personnel, they may only carry out their work one hour before and after the daily opening times of the particular event.

  13.03 In the interest of environmental protection and environmentally-friendly trade fairs, the participant shall
- be obliged in principle to reduce the amount of packaging and waste; this obligation shall also include the use of brochures. If separate waste disposal systems are used, the participant shall utilize them and also pay his share of any waste disposal costs according to the "polluter principle". If the participant leaves behind rubbish or other items after vacating the stand, the organizer shall be entitled to dispose of or destroy these items at the participant's expense.

#### Photography and other visual recordings

- 14.01 All types of commercial visual recordings, especially photography and film/video recordings, on the trade fairgrounds may only be carried out by persons who have been authorized to do so by the organizer and are in possession of a valid pass issued by the organizer. Stand photographs, which are to be taken outside the daily opening hours and require special lighting, shall be subject to the approval of the organizer. Any resulting costs shall be borne by the participant, unless they are paid by the photographer.
- 14.02 The organizer and with the approval of the organizer press journalists and television stations shall be entitled to photograph, draw and make film and video recordings of the event, the exhibition buildings/ stands and the exhibited items, and to use these photographs, drawings and recordings free of charge for advertising purposes or press publications.

#### Protection of industrial property rights

- 15.01 The participant shall be solely responsible for protecting copyright or other industrial property rights. re-lating to the exhibits. Six-month protection from the start of an event in accordance with the Law Relating to the Protection of Samples at Exhibitions dated 18 March 1904 (Reich Law Gazette, page 141) and the Trademark Reform Law dated 25 October 1994 (Federal Law Gazette 1, page 3082) shall only take effect if the Federal Minister of Justice has published a corresponding announcement in the Federal Law Gazette
- for a specific exhibition (exhibition protection). 15.02 Every participant shall be obliged to observe the industrial property rights of other participants and shall refrain from infringing these industrial property rights. If it is proved that the participant has personally infringed industrial property rights, the organizer shall be entitled to terminate the contract immediately ccording to section 17 for good cause.

#### House authority

16.01 The participant shall comply with the organizer's house authority throughout the trade fairgrounds during the event. The participant shall follow the instructions of the organizer's employees, who shall identify themselves by means of an official pass. The length of stay on the trade fairgrounds for participants and their employees or authorized representatives shall be limited to one hour before and after the daily opening hours of the particular event. Stands of other participants may not be visited outside the daily pening times without the permission of the stand own

#### Violations of duty by the participant, right to terminate the contract, contractual penalty

- 17.01 Culpable violations of the participant's duties from the contract or of the provisions of the organizer's house rules shall entitle the organizer to terminate the contract immediately for good cause if the vio-lations are not discontinued straightaway. Good cause for terminating the contract immediately shall be deemed to exist, in particular, if the participant violates the obligations stipulated in subsections 05.01, 06.04, 09.02, 09.03, 09.06, 10.06, 10.07 and 15.02.
- 17.02 If the contract is terminated for good cause, the organizer shall be entitled to close down the participant's stand immediately and request the participant to dismantle the stand straightaway and vacate the stand space

- 17.03 If the participant does not dismantle the stand or clear the stand area on time, the organizer shall be entitled to either personally dismantle the stand and/or clear the stand area or have this work carried out by third parties at the expense of the participant.
- 17.04 The participant shall be obliged to pay the due participation fee as minimum compensation for the rest of the event if the stand area cannot be hired or can only be hired for a consideration through exchange with the stand area of another exhibitor.
- 17.05 If a replacement participant cannot be found for the stand area of the participant whose contract has been terminated, the organizer shall be entitled to design the stand area at the expense of the participant in order to ensure a unified appearance of the event.
- 17.06 The participant shall pay a flat-rate net management charge amounting to 25% of the participation fee, but at least €400 plus the statutory value-added tax for the attempts by the organizer to rent the stand
- area for a consideration in a way other than through exchange.

  17.07 The organizer shall be entitled to request the participant to pay in every individual case a maximum contractual penalty of £10,000, which is to be fixed by the organizer according to his fair judgement and reviewed by the competent regional court in the event of dispute, if the participant culpably violates his
  - subsection 05.01: Unauthorized transfer of stand space
  - subsection 06.01: Duty to make an advance payment
  - subsection 09.02: Stand construction
  - subsection 09.03: Non-removal of annoying objects
  - subsection 09.06: Stand design/equipment subsection 09.09: Vacation of stand on time

  - subsection 10.06: Unauthorized approaching/interviewing of visitors
  - subsection 10.07: Ban on political advertising
  - subsection 13.02: Failure to clean the stand
  - subsection 15.02: Infringements of industrial property rights

If the organizer is also entitled to compensation on account of the culpable infringement of obligations by the participant, the contractual penalty shall be offset against the compensation claim

#### Liability and insurance

- 18.01 In the case of gross negligence, the organizer shall only be liable for the actions of his legal representatives and managers, except in the case of material contractual obligations (cardinal obligations) or in the event of loss of life, physical injury or damage to health.
- 18.02 In the case of slight negligence, the organizer shall only be liable for the violation of material contractual obligations or in the event of loss of life, physical injury or damage to health.
- 18.03 The organizer shall only be liable, irrespective of the legal reason, for foreseeable damage which can typically be expected to arise.
- $18.04\ \text{ln}$  so far as the organizer is liable in cases of minor negligence, his liability shall be limited to EUR 10,000.  $18.05\ \text{The organizer}$ 's liability without fault for already existing defects in accordance with § 536 a [1] of the German Civil Code (e.g. stand equipment) and for any subsequent losses of the participant shall be
- expressly excluded. 18.06 Damage shall be reported in writing immediately to both the police and the organizer. In the event of damage, the organizer shall only pay compensation amounting to the present value on presentation of written documentary evidence relating to the purchase costs.
- 18.07 Compensation for damages shall be excluded if the organizer's insurance company refuses to pay for the damages due to the late submission of a damage report by the participant.
- 18.08 The participant shall be liable to the organizer for the damage caused by the participant himself, his employees, authorized representatives or exhibits and stand fittings. In the case of lump-sum compensation claims, the organizer shall still be entitled to prove to the participant that he suffered higher damage. The participant shall be entitled to prove that no damage occurred or that the damage was much less than that stated in the lump sum.
- 18.09 If the participant is an event organizer within the meaning of the Sample Assembly Ordinance (MVStätt-VO) and according to the latest version of the State Assembly Ordinance, he shall be responsible according to the Sample Assembly Ordinance (MVStättVO), especially section 38 (1), (2) and (4), and the relevant provisions of the particular State Assembly Ordinance. The participant shall be obliged in this case to release the organizer and his agents from any damage claims and administrative fines based on their operator liability according to section (5) of the Sample Assembly Ordinance (MVStättVO) or the relevant provisions of the particular State Assembly Ordinance. The provisions of subsection 18.01 shall not be affected.
- 18.10 The organizer shall bear no insured risk whatsoever in respect of the participant. The participant is expressly referred to the possibility of taking out his own insurance coverage. Every participant shall have the possibility of acquiring extensive insurance coverage on the basis of general contracts concluded by the organizer. Further details on this insurance can be found in the registration documents

#### Saving clause, statutory limitation, right of retention

- 19.01 If one of the clauses of these General Exhibiting Guidelines is or becomes invalid or unenforceable, the validity of the other clauses shall not be affected. The contracting parties shall be obliged in this case to agree a valid and enforceable clause which comes as close as possible to the clause to be replaced within the meaning of the General Exhibiting Guidelines. This provision shall also apply to any loopholes in the General Exhibiting Guidelines.
- 19.02 The limitation period for claims against the organizer shall be one year, unless they are due to gross negligence or intent on the part of the organizer or the claims are subject to a statutory limitation period of more than three years.
- 19.03 The participant shall only be entitled to offset claims against the organizer if his counterclaims are legally enforceable, are undisputed or have been accepted by the organizer. This provision shall also apply to rights of retention if the participant is a registered trader, a legal person under public law or a special public asset. If the participant does not belong to this group of persons, he shall be entitled to exercise a right of retention in so far as his counterclaim is based on the same contractual relationship

#### Priority

20.01 Only the German version of the contractual conditions shall be authoritative in regard to the legal relationship between the contracting parties. The German text shall be legally binding

#### Place of performance, place of jurisdiction, applicable law

- 21.01 The law of the Federal Republic of Germany shall apply solely to all legal relations between the organizer, his employees, agents and vicarious agents on the one hand and the participant or his employees, agents and vicarious agents on the other hand.

  21.02 For both contracting parties, the place of performance and place of jurisdiction (also for legal procee-
- dings for dishonoured cheques or bills) shall be the domicile of the organizer, provided the participant is a registered trader, a legal person under public law or a special public asset, or if there is no general place of jurisdiction in Germany. However, the organizer shall reserve the right to take legal action at the general place of jurisdiction of the participant.
- The German text shall be legally binding.

# Messe Karlsruhe | House rules and regulations

#### 1. Scope and house regulations

1.1 These house rules apply throughout the exhibition grounds at the Messe Karlsruhe site, the halls and buildings of the Conference Centre at the Festplatz in Karlsruhe (Stadthalle, Schwarzwaldhalle, Konzerthaus and Gartenhalle), and to sectioned-off event areas at the Festplatz. In the following, these halls, buildings and open-air spaces are referred to as "places of assembly".

1.2 These places of assembly are private property and subject to the house rules of Karlsruher Messe- und Kongress GmbH (hereinafter referred to as "Messe Karlsruhe"), Festplatz 9, 76137 Karlsruhe, Germany, which enforces the house rules throughout the premises together with the respective organiser and its own representatives.

1.3 The house rules apply to all visitors, exhibitors, tenants, service providers and all other persons unless otherwise specified in an individual agreement. They do not apply to employees of Messe Karlsruhe.

1.4 Possible consequences of an infringement of these house rules:

- Immediate removal from the premises
- Exclusion from the event
- Ban on entering the premises
- Criminal prosecution
- Claim for damages

A refund of entrance fees is excluded in these cases.

1.5 Additional event-specific regulations are announced by posters or other means (Internet, entry tickets, etc.).

#### 2. Right to enter and remain on the premises

2.1 The right to enter and remain on the premises shall only be granted to persons who can show either a valid entry ticket, an accreditation valid for the day of the event or other access authorisation.

2.2 Persons are only permitted to remain in the buildings for the times and purposes specified by the access authorisation. The access authorisation must be carried until the person leaves the premises and be shown to security personnel upon request.

2.3 Persons wishing to purchase an entry ticket may access the ticket office area.

2.4 Children and young people under the age of 14 must be accompanied by a parent, guardian or other responsible person. Otherwise, the provisions of the German Youth Protection Act (*Jugendschutzgesetz*) shall apply

2.5 For security reasons, Messe Karlsruhe may prohibit the taking of bags and rucksacks into the premises and require bags, rucksacks and coats to be deposited in the cloakroom for the standard fee of up to € 2. If no prohibition of this type is in operation, visitors must be aware that security personnel may conduct bag and body searches and that containers, coats, jackets and capes carried by the visitor will be checked for their contents.

Messe Karlsruhe accepts no liability for valuables, money, keys in bags, rucksacks or coats that are deposited in the cloakroom!

2.6 Access to the premises will not be granted to persons who

- have no valid access authorisation
- are clearly under the strong influence of alcohol or drugs
- have the obvious intention of disrupting the event
- refuse to cooperate with security checks
- are carrying prohibited goods (see. 5.11) or
- have been banned from the premises.

If access has already been granted, violation of the above or other house rules of the place of assembly may result in expulsion from the premises. In these cases, a refund of entry fees is excluded.

2.7 For security reasons, Messe Karlsruhe may order the closure and evacuation of rooms, buildings, portable structures or open spaces and/or the termination of events.

In this case, the instructions of the security personnel and/or the evacuation assistants must be followed. In this case, a refund of entry fees must be claimed from the organiser within 14 days. The refund is excluded if the claim is submitted after this deadline.

#### 3. General rules of conduct

3.1 Every person must behave in such a way that no other person is harmed, endangered, harassed or obstructed more than is unavoidable under the circumstances.

3.2 The instructions of supervisory and security personnel as well as official emergency services must be followed.

3.3 The facilities on the premises must be treated with care and respect.

3.4 Waste, packaging materials and empty containers must be disposed of in the receptacles provided.

3.5 Escape and rescue routes as well as safety equipment, such as fire alarms, fire extinguishing equipment and smoke detectors, must be kept clear at all times.

3.6 Objects found on the premises must be handed in at the information counter. Injuries to persons or damage to property must be reported immediately.

#### 4. Vehicle traffic

4.1 The driving of vehicles on the premises requires a permit issued for this purpose.

4.2 German road traffic regulations (StVO) apply throughout the premises. Vehicles must not exceed walking speed.

4.3 Marked areas such as fire brigade access areas, escape and rescue routes, and emergency exits must be kept clear at all times without exception.

4.4 Parking is only permitted in the marked areas and is at the owners' risk. Messe Karlsruhe accepts no obligation to guard, monitor, keep safe or provide insurance coverage for vehicles parked on the premises. This also applies if a charge is levied for the use of parking spaces on the premises, if service personnel are present on the premises, and if the premises are monitored by video cameras.

#### 5. Prohibitions

The following are prohibited throughout the premises unless approved by Messe Karlsruhe and the organiser:

- Smoking incl. e-cigarettes in all closed rooms
- Leaving luggage standing unattended. In the event of an intentional or grossly negligent violation, Messe Karlsruhe reserves the right to charge the costs for any necessary security measures taken and any consequential damage.
- Begging and harassment of people
- Blocking escape and rescue routes
- Staying on the premises overnight
- Commercial activities
- Distribution of printed and advertising materials, affixing of stickers and posters, and use of advertising media. Exhibitors are subject to a separate regulation.
- Commercial photographic, film, video, sound and television recordings and drawings, in particular of exhibition stands and exhibits
- Driving on the premises with motor vehicles, two-wheelers, inline skates, roller skates, Segways, skateboards, kickboards, scooters, electric scooters and similar means of transport. Special regulations may apply to certain areas within the framework of some events.
- Operation of aircraft (e.g. drones) within the meaning of § 1 LuftVG (German Aviation Act)
- The following items are not permitted:
- Firearms, cutting, stabbing and thrusting weapons or other objects of any kind which, by their nature, are capable of causing injury to persons or damage to property and are intended for such purpose by their owner
- o Harmful, corrosive, highly flammable, colouring or
- Radioactive solids, liquids or gaseous substances
- Gas cylinders, gas spray cans and pressurised containers, with the exception of standard pocket cigarette lighters
- o Items made of fragile or splintering material
- Fireworks, rockets, Bengal lights, smoke powder, Roman candles and other pyrotechnic articles and explosives
- Flags, banners, sign poles and propaganda media whose content is racist, xenophobic, radical or directed against the free democratic order
- Mechanically or electrically operated instruments which emit noise
- Equipment for the production of photographs, film, video or sound recordings, insofar as they are used for commercial purposes
- Animals. Guide dogs are permitted where required for medical reasons (a disabled person's identity card would be acceptable proof of this requirement). Special exceptions apply to animal-related events.

#### 6. Right to one's own image

Please note that photographic, film and video recordings are regularly made on Messe Karlsruhe premises for reporting, documentation or advertising purposes, particularly at events. By entering the premises of Messe Karlsruhe, visitors, exhibitors and other persons consent to the production and publication of such photographs and recordings on which they are depicted, unless they express a contrary wish to the photographer.

#### 7. Video surveillance

Messe Karlsruhe premises are subject to video surveillance in compliance with BDSG (Federal Data Protection Act) for the safety of visitors and exhibitors and enforcement of the house rules.

#### 8. Volume at music events

The use of hearing protection is strongly recommended to reduce the risk of damage at music events. At events where high sound pressure levels are to be expected in the auditorium, the organiser must draw attention to the corresponding risks in the entrance area and provide visitors with ear plugs on request.

#### 9. Important telephone numbers

Police: 110

Fire brigade/Ambulance 11

Control centre: 0721 (0)3720 2155

