

STAND BOOKING FORM

Start of layout planning: 1 August 2023
via email: boe@messe-dortmund.de



Special participation package for artists

17 – 18 JANUARY 2024

Exhibitor / Company name

(Full and correct designation, legal form)

Company registered under

Letter under which to be listed in exhibitor list:

Street / no.

Court

Country code/Postcode/City

Telephone

Company email

Website

Managing Director / CEO

VAT identification number

(required if the company is based in the EU)

Contact person for trade fair matters

(correspondence address* – please state name)

Telephone

Mobile

Email

* The correspondence address is that address by which we will save you in our system – in particular in Online-Service-Center – and contact you.
We expressly point out that only the indicated correspondence address contains the access data and the password.

Special participation package for artists

With this we bindingly book the special participation package for artists for the complete price of **EUR 599.00** plus the AUMA fee of EUR 0.60 per square metre of stand space and the valid VAT, that includes the following services:

- Place at the joint stand "Künstler Village" (Artists Village)
- Exhibitor Media Package
- Standard hall flat rate
- Counter 100 x 110 cm (width x height) + 2 barstools

(Important: At the front side of the counter you can attach a poster. Size: 91 x 63.5 cm (width x height). Banner or similar are not possible.)

We are to be classified under the following numbers of the list of products and services:

6.1	Animation
6.2	Artistry
6.3	Business theatre
6.4	Comedy
6.5	DJs and DJanes
6.6	Entertainment
6.7	Children's entertainment
6.8	Costumes
6.9	Artist's insurance
6.10	Live music
6.11	Magic
6.12	Make-up
6.13	Shows and entertainment
6.14	Dance

We certify that all information provided are complete and correct.

The Special Conditions of Participation, the "General Conditions of Participation" as well as the information on data protection / data security have been read and are accepted.

Location and date

Signature

Official stamp

Messe Dortmund GmbH
Managing Director: Sabine Loos

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Email: info@messe-dortmund.de
www.messe-dortmund.de

District Court Dortmund (HRB 2522)
Place of business: Dortmund
St.-Nr.: 314/5700/0434
USt-IdNr.: DE124643886

Sparkasse Dortmund 001 1114 50
BLZ: 440 501 99
IBAN: DE38 4405 0199 0001 1114 50
SWIFT / BIC: DORTDE33XXX

On behalf and for the account of Westfalenhallen Unternehmensgruppe GmbH
Chairman of the Board: Uwe Waßmann · CEO: Sabine Loos



Special Conditions of Participation

BOE International 2024

1. Start of layout planning:

1 August 2023

2. Opening Hours / Build-up and Dismantling Dates

Build-up: 13 – 16 January 2024

Time of build-up: 7:00 to 22:00 daily

Important: The stand material must be stored on the area of the actual exhibition stand, empty packaging must be removed immediately and the aisles must be kept clear of empty and full packaging.

End of build-up: 16 January 2024, 22:00
(16:00 vehicles out of halls)

Duration of the exhibition: 17 – 18 January 2024

Opening hours: 17 January 2024: 10:00 – 18:00
18 January 2024: 10:00 – 17:00

Delivery of goods during the course of the trade fair:

1st day: 7:45 – 9:45, 18:00 – 19:00
2nd day: 8:45 – 9:45

Beginning of dismantling:

18 January 2024, as of 17:00
Vehicle access to halls: 18 January 2024, as of 18:00

Driving inside the halls with vehicles will be allowed, provided the logistical situation permits this. In the event of large-size events, for example in the remaining area of the Messe Dortmund or in the adjacent Signal-Iduna-Park, the possibility of accessing the halls with vehicles may be delayed.

End of dismantling:

18 January 2024, hall 5, 8: 23:00
19 January 2024, halls 4, 6, 7: 23:00

Extended set-up and dismantling times are possible on request and subject to a fee.

3. Stand construction

(see General Conditions for Participation item 10)

The assembly and presentation of exhibits in the passageways and in front of emergency exit doors is prohibited. If deviations in the stand dimensions confirmed by the fair management are detected upon dismantling, the fair management must be informed of this immediately.

The fair organiser reserves the right, due to technical constraints and particularly for safety reasons, to relocate entrances and exits, emergency exits and passageways.

4. Participation fees

(see General Conditions for Participation item 7)

The participation fees for exhibitors include:

Stand-type:	Participation fee EUR/sqm
Row stand (1 side open)	175.00
Corner stand (2 sides open)	188.00
Two-corner stand (3 sides open)	190.00
Block stand (4 sides open)	196.00
Outdoor area	90.00

For hall stands with an accessible upper floor (not possible for all halls), an additional participation fee is calculated for the multilevel area, which is 50% of the basic price.

The cost of positioning dividing walls at a height of 2.50 m must be borne by the exhibitor. Construction heights of over 2.50 m are subject to authorisation. The application for a stand construction up to 50 sqm costs EUR 30.00, from 51 sqm, EUR 60.00 and for two-storey stands and special constructions, EUR 250.00. The submission deadline for stand construction applications is 01/12/2023, the deadline for two-storey stands is 03/11/2023.

The minimum area for a stand is 12 sqm with a minimum depth of 3 m for row stands and corner stands. The basis for measurement and calculation is the right-angled outer surface of the stand. Projections, beams, fire extinguishing appliances and supports are included in these calculations. Stands can only be allocated in full metres (frontal width and depth).

The AUMA value per sqm of exhibition space (hall and outdoor area) is EUR 0.60 net and is invoiced to the exhibitor. Similarly, a general hall flat rate of EUR 9.50 per sqm net is due. This includes hall lighting and heating for set-up and dismantling as well as during the trade fair. Provision for and disposal of the stand must be ordered separately (separate calculation).

The AUMA Exhibit and Trade Fair Commission of the Deutsche Wirtschaft e.V., Berlin, represents the interests of exhibitors, visitors and event organisers as an institution of the German Fair Trade Industry. Floor space can only be allocated in full metres (frontal width and depth).

5. Marketing Package

For primary and co-exhibitors as well as additional companies attending, the fee for the obligatory marketing package is EUR 499.00 plus VAT. This is invoiced together with the participation fee.

The package contains entrance vouchers. These are provided to the primary and co-exhibitors in the form of digital codes of any quantity for transfer to a third party. Transfer to a third party in return for payment is expressly prohibited.

The package includes entries (company name, address and/or contact details) in the respective catalogues provided for the specific trade fair. The entries appear in the catalogue formats provided by the trade fair organiser, alternatively or cumulatively in the online exhibitor catalogue, on the monitors of the visitor information system, and as far as is available, on the trade fair app and in the printed catalogue. Aside from a default entry, it is also possible to enquire about and book additions with the trade fair organiser, subject to charge, according

to the offers made by the respective trade fair. It is mandatory for the primary exhibitor to register co-exhibitors or additional companies attending and their exhibits. The remuneration for the marketing package is invoiced to the primary exhibitor per co-exhibitor for each additional company attending. If the exhibitor does not wish to name any additional companies attending in the catalogue, this must be expressly noted in the registration form.

The deadline for submitting entries in the catalogue is 12/11/2023. Non-compliance with this deadline can result in the existing details being adopted in the catalogue.

Exhibitors who only register after the submission deadline are not entitled to be included in a particular catalogue.

Claims for faulty or incomplete entries or ones that have never been made in the catalogues mentioned above are excluded. The primary exhibitor is responsible for the content of the entries in the catalogues and the resulting damages.

Voucher code for your customers. This voucher code is free for you and your customers.

6. Stand activities

(see General Conditions for Participation item 11)

Sweepstakes and auctions, whether with a conceptual or commercial objective, musical performances on the stands of the exhibitors and propagandistic activities are categorically prohibited. Special permission requires the written approval of the trade fair management.

Projection screens and monitors for presentations must be positioned far enough from the front of passageways so that visitors must enter the stand area to view the presentation, thus ensuring that visitor traffic is not hindered in the passageways.

7. Visual and acoustic presentations

(see General Conditions for Participation item 11)

Visual and acoustic presentations must only take place in screened or closed rooms. They must be placed facing the inside of the stand; the performance areas must be screened from the passageway and thus the audience. Regulations for implementation for such matters can be found separately (exhibitor service map).

The volume for performances during the exhibition must be assessed such that it does not disturb neighbouring exhibitors.

• To this end, the sounds coming from a stand must not exceed the average sound level (Leq) of 75 dB (A) beyond the space of the stand.

The average time period to be observed in this instance is four minutes per performance.

It is compulsory to register for live events (e.g. presentations, musical performances, shows etc.). The first notification must be made together with the stand registration. A detailed schedule must be submitted to the event organiser in conjunction with the duplicate stand drawing (stand plan) for approval. In order to prevent visual and acoustic interference to other exhibitors, presentations must be agreed with neighbouring stands. The event organiser has the right to prohibit performances and shows at any time if they infringe on these requirements. The event organiser is entitled to switch off the electricity and, in case of a repeat occurrence, have the stand closed temporarily.

This applies correspondingly to all performances – including ones using images and recording media – that are only ever permissible if they neither inconvenience neighbouring stands nor block public passageways.

• Loudspeakers must be directed towards the inside of the stand.

In the case of infringements against the max. permissible volume, those concerned will receive a caution with a warning of possible future consequences. If a further infringement is made following the first caution, the exhibitor concerned will be invoiced for a fee of EUR 400.00. A third infringement from the company concerned against the max. permissible volume will result immediately in the electricity being switched off for the entire duration of the event.

8. Direct- and cash sales

(see General Conditions for Participation item 12)

Cash sales (over-the-counter sales) to trade fair visitors is prohibited.

The BOE specialist trade fair is an order fair only. Fair goods must only be delivered once the fair has ended. In all other cases the legal provisions shall apply.

9. Exhibitor passes, build-up and dismantling passes

(see General Conditions for Participation item 13)

Every exhibitor receives two exhibitor passes free of charge. For each started 10 sqm booth area over 12 sqm an additional identification card will be provided free of charge. The exhibitor passes will be dispatched as soon as the stand rental is paid full. Further required ID cards may be ordered from MV for a charge of EUR 18.07. In addition, day-exhibitor identification cards may be requested for a charge of EUR 8.40. The appropriate number of work passes are provided free of charge for build-up and breakdown of stand. Each co-exhibitor receives two exhibitor passes without charge.

10. Bringing animals to the exhibition is prohibited.

11. Value-added tax (VAT)

The fees and remunerations named in these Special Terms and Conditions are also subject to an additional VAT charge.

12. Musical acts/live music/walking acts

Musical acts/live music and walking acts are only permitted in the live hall once they have been registered, using the forms provided here on the trade fair website, and once they have written authorisation from the organiser on the stand and/or at the locations identified on the trade fair site.

13. Terms and conditions of payment

The trade fair organiser has the right to make an appropriate advance payment or security, e.g. in the form of a credit card guarantee or advance payment, subject to authorisation.

Messe Dortmund GmbH
Dortmund, January 2023

(Reprints not permitted)

General Conditions of Participation of Messe Dortmund GmbH

(As of 05 January 2023)

1. Principle

In the case of contradiction, the following shall apply in the order listed for the participation in Trade Fairs and Exhibitions of Messe Dortmund GmbH (hereinafter referred to as the 'Organiser')

- a) Individual Contract Agreements with the Organiser,
- b) Special Conditions of Participation and
- c) the following General Conditions of Participation.

The Messe Dortmund GmbH provides its services exclusively on behalf of and for the account of the Westfalenhallen Unternehmensgruppe GmbH (AG Dortmund HRB 2522).

1.1 Participant

1.1.1 A Participant in Trade Fairs or Exhibitions (hereinafter referred to as the 'Event') can be an Exhibitor, a Co-exhibitor or an Additionally Represented Company. They are hereinafter referred to as the 'Participant'.

1.1.2 A Participant is a party that registers for participation in an event with its own stand, own personnel and own offer. A Co-exhibitor is a party that attends a stand of an Participant with its own personnel and own offer. This includes group companies and subsidiaries. Third parties are also Co-exhibitors or Additionally Represented Companies if they have a close business or organisational relationship with the Participant. The participation by a Co-exhibitor or an Additionally Represented Company must be entered in the registration form by stating the full name, legal form, address and a contact person.

If a Participant is a manufacturer, every other company that has its goods or services offered by the Participant is an Additionally Represented Company. If a Participant is a sales company that exhibits not only products of one manufacturer but also additional goods or services of other companies, such companies are Additionally Represented Companies.

1.1.3 Co-exhibitors and Additionally Represented Companies must be registered by the Participant. Co-exhibitors and Additionally Represented Companies that are not registered may not exhibit on the stand space of the Participant. The Organiser is entitled to refuse Admission of Co-exhibitors and Additionally Represented Companies if it deems they give reason to make an Admission unacceptable. The Organiser is entitled to make the Admission subject to a separate fee, even retroactively. The Participant is always jointly and severally liable with the Co-exhibitors and Additionally Represented Companies for their compliance with their obligations.

1.1.4 Contract partner of the Organiser is only the Participant.

1.1.5 If several Participants want to jointly rent a stand space, they must authorise one of them in the registration form to make and receive all statements/declarations arising from or in connection with this contract on their behalf. They are jointly and severally liable for all claims arising from this contract.

1.1.6 If an invoice is issued to a third party after its issuance at the request of the issuer, the issuer nevertheless remains the debtor.

2. Use of the Organiser digital trade fair platform

At selected the Organiser trade fairs, Participants have the option of booking services on the digital trade fair platform in addition to their on-site presence, or without an on-site presence. The individual prices, pricing components, details on the scope of services and duration of use, and on the input and design options can be found in the fair-specific list of prices and services as amended from time to time.

2.1 Duties of the Participant within the Digital Platform / Participant liability

2.1.1 Responsibility for content supplied and published by the Participant on the digital trade fair platform shall rest solely with the Participant. The Participant shall be bound to ensure that it does not infringe third party rights and does not violate applicable law. The Participant shall indemnify the Organiser upon first request against all asserted claims arising from the execution of the order, including all costs of necessary legal defence.

2.1.2 The Organiser shall not be obliged to check entries or contents to see whether they infringe third party rights, comply with the provisions of competition (US: antitrust) law or violate applicable law.

2.1.3 The Organiser shall not be responsible for external content to which it merely provides access for use. This shall apply in particular to content that the user is able to access by using a hyperlink published by the Participant.

2.1.4 In the event of a breach of the terms and conditions set out herein, the Organiser shall reserve the right to remove all of the Participant's content and to block the Participant's access to the Digital Platform.

2.1.5 The Participant shall ensure that its login details to the Digital Platform are treated confidentially and adequately protected. The Participant shall not be permitted to pass the login details to third parties without authorisation. The Participant shall inform the Organiser immediately of any indications of unauthorised disclosure of login details and/or passwords and/or of any suspicion of unauthorised access to the content published by it.

2.1.6 The digital trade fair platform may be availed of by using the current version of a standard browser and an Internet access point. The Participant shall be bound to ensure that it meets these technical requirements for its participation in the digital trade fair platform. The minimum technical requirements will be announced by the Organiser in good time. The Organiser shall not accept any liability for any non-functioning or malfunction or damage resulting from non-compliance with the technical recommendations.

2.1.7 For the purpose of advertising and holding the trade fair or event, the Participant shall grant the Organiser or a third party engaged by the Organiser the right to use its logos / signs / company names, even where these enjoy trademark or copyright protection.

2.2 Liabilities on the part of the Organiser

2.2.1 Liability is excluded in respect of usability impairments which are merely insignificant or short-term in nature. The Organiser accepts no liability, except in cases of malicious intent or gross negligence, for disruptions, errors, delays or other impediments to performance that occur during the transmission of content via the Internet.

2.2.2 Furthermore, the Organiser assumes no liability for access to or availability of the Internet. Any liability for the consequences of restricted availability – of whatever kind and for whatever reason – is excluded.

3. Registration, Contract Conclusion

3.1 The stand booking for an event requires the completion of the Stand Booking Form, which is to be sent to the Organiser by post, by fax, online or by e-mail as attached file. The hard copy of the stand-booking form for the respective event must be signed to confirm the acceptance of the General Conditions of Participation, the price lists and, if applicable, the Special Conditions of Participation of the Organiser and returned in full. The Organiser reserves the right to make the acceptance of the stand-booking order dependent on the requirement that the stand-booking form for the respective event has been completely printed out and signed with legally binding signatures to confirm the acceptance of the General Conditions of Participation, the price lists, and, if applicable, the Special Conditions of Participation of the Organiser and the complete form has then been sent to the Organiser by fax. Electronic stand bookings by previous Participants are only valid if the Online Form provided by the Organiser and the assigned password are used for online transmission.

The stand booking form is deemed to be an offer made by the Participant for contract conclusion; the sending of the form does not constitute a right to acceptance. The stand booking

form must also be sent without any supplementary remarks or conditions as defined by Section 158 of the German Civil Code (BGB). If this provision is ignored, such supplementary remarks or conditions will not have any legal effect on the Organiser.

3.2 By submitting the registration form, the Participant accepts these General Conditions of Participation and, if available, the "Special Conditions of Participation" applicable for the specific Event, the "House Rules", the "Technical Rules" and the provisions of the "Service Documents". The Participant is responsible for their compliance by the persons employed by him at the Event and by the other Participants registered by him.

3.3 The contract on the participation is concluded by means of a confirmation, i.e. the Organiser accepts the contract offer.

3.4 The Participant is obliged to comply with all relevant statutory and official regulations, including such of labour or trade law nature and such concerning environmental protection, fire protection and accident prevention regulations. The Participant shall continuously monitor their compliance by the persons he employs at the Event, the other Participants he has registered and other vicarious agents and intervene in the event of a violation and/or inform the Organiser about the violations.

4. Admission, Permitted Exhibits

4.1 The Organiser will notify the Participant of the acceptance of the Participant's offer in an acceptance notice and of the stand space assignment by post, fax or in electronic form. Complaints by the Participant must be notified in writing to the Organiser within three calendar days after receipt. If the confirmation differs from the Participant's registration, the contract is concluded in accordance with the confirmation unless the Participant objects in writing within three calendar days after receipt. Then the Organiser and the Participant need to reach an agreement immediately.

4.2 The Organiser shall take a decision, if necessary in agreement with the respective committees, regarding the admission of the Participant and registered exhibits to the Event via a written confirmation of admission. A contract shall come about with the admission of the Participant (see subsection 3.3).

4.3 The Organiser may exclude individual Participants from taking part in the Event for factually justified reasons, especially if the amount of space available is insufficient. The Organiser may also restrict the Event to certain groups of Participants if this is necessary to attain the purpose of the Event. The Organiser shall also be entitled to impose restrictions on the registered exhibits and change the amount of registered space.

4.4 Participants may only exhibit, offer and take orders for, the exhibits stated in the confirmation of admission and only at the location stated therein. Not permitted items can be removed by the Organiser at the Participant's cost, and in the case of emergency without prior warning. Goods and services, for which a use, possession or utilisation is not permitted in Germany must be legibly marked in the German language. Participants must have full power of disposal of the registered exhibits and possess any necessary official permissions and approvals. Descriptions and brochures relating to the goods or services to be exhibited shall be submitted by the Participant on request.

5. Space Assignment

5.1 The Organiser shall personally assign space in accordance with the subject and structure of the particular Event and the actual amount of space available. Space assignment wishes of the Participant are not binding and will only be considered if possible. The order in which applications are received shall not be the sole decisive factor in assigning space.

4.2 The allocation of a form of stand (e.g. row instead of corner stand, head instead of block stand) at variance with the registration does not entitle the Participant to withdraw.

4.3 The Organiser is entitled, even after the confirmation, to relocate the stand in the hall within a reasonable and acceptable scope without such entitling the Participant to rescind the contract or demand a reduction in the participation fee.

6. Unauthorized Transfer of Stand Space

The assigned stand space may not be exchanged with another Participant. 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 Organiser.

7. Fees, Payment Deadlines and Terms

7.1 The participation fee can be inferred from the registration form and the Special Conditions of Participation; the amount will be invoiced to the Participant by the Organiser. Complaints about the invoice can only be considered if they are received by the Organiser in writing within 14 days after receipt of the invoice. When sending the invoice, the Organiser shall draw the Participant's attention in particular to the importance of his actions.

7.2 The Organiser is entitled to demand a reasonable payment in advance or security for anticipated additional charges, e.g. for electricity consumption or other services.

7.3 Half of the participation charges are payable without deduction immediately on receipt of the bill, the remaining half no later than six weeks before the opening of the exhibition. Bills which are received later than six weeks before the opening are to be settled in full and without deduction immediately on receipt.

7.4 The Organiser is entitled to make the occupation of the stand space or issue of Participant ID cards dependent on the prior, timely and full payment of the invoice.

7.5 An AUMA service fee 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.

7.6 All invoice amounts shall be transferred in Euro without any bank charges or deductions quoting the customer number and invoice number to the account shown on the invoice.

7.7 If the Participant culpably fails to comply with his payment obligations on time, the Organiser 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 for good cause.

7.8 Should a Participant fail to comply with his payment obligations, the Organiser 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.

7.9 All charges and fees stated in the Registration Form, these General Conditions of Participation and the Special Conditions of Participation are plus VAT at the statutory rate, if nothing different is legally stipulated.

8. Non-participation by the Participant

8.1 A cancellation of participation by the Participant is possible until confirmation of admission. Such cancellation must be made in writing to be effective. In such a case, the Participant shall owe the Organiser a fee of 275.00 EUR for the to-date services of the Organiser unless he proves that the Organiser did not incur such a cost or incurred a much lower cost.

8.2 A non-participation by the Participant despite confirmation of participation does not release the Participant from his contractual obligations. The Participant shall be obliged, in particular, to pay the contractually due fees. The Organiser shall not be obliged to accept a replacement participant nominated by the Participant. If the Organiser is able to otherwise let the stand, the Participant will be credited with the proceeds obtained by the Organiser from such letting less a remuneration of 25% of the net participation fee, but at least 400.00 EUR.

8.3 In the case of a non-participation, the Organiser shall be entitled to let the stand space not used by the Participant to a third party or redesign the stand layout at the cost of the Participant in order to ensure a gapless appearance of the Trade Fair or Exhibition.

- 8.4 The Participant will also not be released from his obligation to pay the participation fee if the assigned stand space is otherwise let but the total available space for the Trade Fair / Exhibition could not be entirely let.
- 8.5 If a Co-exhibitor and/or Additionally Represented Company does not participate, the obligation to pay the fee for their Admission (see Section 1.1.3) will remain.
- 9. Cancellation, postponement or change of duration of an Event**
- 9.1 Taking the interests of Participants into account, the Organiser shall be entitled to cancel the Event for good cause and/or, in cases of force majeure, to postpone it or change its duration. The following occurrences in particular shall constitute force majeure: war, terror, terror warnings, orders from higher authorities, sabotage, strikes and lockouts, natural disasters, geological changes and impacts, pandemics, epidemics, official measures, decrees, legal ordinances or laws prohibiting an Event, or the existence of urgent government recommendations. The infeasibility of adequate supplies of auxiliary items, such as electricity, heating, etc., shall be equivalent to a case of force majeure unless they are of short duration or the Organiser is held responsible for them.
- 9.2 The Organiser shall also be entitled to cancel, postpone or change the duration of an Event if, for one of the reasons listed in 9.1, the smooth running of the Event is impaired or jeopardized to such an extent that the purpose of the Event cannot be achieved or can only be achieved to a considerably limited extent. The interests of the Participants must be taken into account when making such judgements. If the Event is cancelled for the aforementioned reasons, the Organiser shall be entitled to claim up to 25% of the participation fee from the Participant for general reimbursement of costs unless the Organiser is held responsible for cancellation of the Event. The participation fee shall be arrived at on the basis of the participation costs which can be found on the registration form and in the Special Conditions of Participation. Further costs shall be charged where the Participant has made use of additional chargeable services.
- 9.3 A change in location or timing or a change in duration shall become part of the contract upon notification to the Participant. The Participant must be notified of this fact immediately. Other conditions shall apply where the Participant objects in writing immediately, no later than two weeks following receipt of the notification. In the event of an objection, the Participant shall pay participation fees amounting to 25% unless the Organiser is held responsible for the relocation or alteration of the Event.
- 9.4 In the event of premature cancellation, temporary interruption or late start of an Event, the Organiser shall reimburse expenses saved to the Participant.
- 9.5 In the instances set out in 9.2 - 9.5, claims for damages against the Organiser shall be excluded unless a case of gross negligence or malicious intent exist on the part of the Organiser or its vicarious agents. Furthermore, there shall be no entitlement to withdrawal or reduction of the participation fee.
- 9.6 Cases of force majeure that prevent the Organiser from fulfilling its obligations in full or in part shall release the Organiser from the obligation to fulfil this contract until such time as the force majeure ceases.
- 10. Stand construction, fittings and design**
- 10.1 All exhibition stands and other event areas shall be measured and marked by the Organiser. In case of doubt, the Organiser shall have the right to make a final decision (§ 315 of the German Civil Code).
- 10.2 The Participant is obliged to construct a Trade Fair / Exhibition stand on the rented stand space and to timely occupy his stand before the time / date mentioned in the Special Conditions of Participation. If the stand is not timely occupied, the Organiser shall be entitled to terminate the contract with immediate effect for an important reason.
- 10.3 The Organiser can, if requested by the Participant, grant the Participant, in writing, an earlier construction time or extended dismantling time if the local situation allows such. The Organiser shall be entitled to charge an additional fee for each additional construction / dismantling day.
- 10.4 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 Organiser. If these items are not removed at once, the Organiser may dispose of them at the Participant's expense and terminate the contract immediately for good cause.
- 10.5 The Participant shall be responsible for the design and equipping of the stand. However, the specific criteria of the Event and all rules of the Organiser, particularly the 'Technical Rules', the 'Special Conditions of Participation' and the provisions of the 'Service Document' must be complied with. The Organiser 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 Organiser.
- 10.6 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 Conditions of Participation.
- 10.7 If the design and/or equipment of a stand do not comply with the relevant specifications, the Organiser 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 Organiser shall be entitled to change the stand at the Participant's expense or terminate the contract immediately for good cause.
- 10.8 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 Conditions of Participation.
- 10.9 The stand dismantling and the restoration of the original condition must be completed no later than by the end of the dismantling time / date stated in the Special Conditions of Participation. Any exhibits exceeding the fixed height limits for the stands shall require the permission of the Organiser. This provision shall also apply to the presentation of very heavy exhibits for which foundations or special equipment are required. The Organiser has no responsibility for the items or goods left on the Event site by the Participant or for such that were sold to a third party during the Event. The Organiser shall be entitled to charge a reasonable storage fee for goods which are not dismantled and taken away on time. The Organiser shall also be entitled to remove and store goods immediately at the Participant's expense and risk.
- 10.10 If an Event is postponed or relocated the Organiser shall be entitled to relocate the Participant's stand area and/or change its dimensions if the space conditions, government orders or other serious circumstances render this necessary. The Participant must be notified of this fact immediately. In such instance any entitlement to withdrawal and/or compensation shall be excluded. Where the stand area is reduced, the participation costs shall be reduced on a pro rata basis.
- 10.11 If an Event is postponed or relocated the Organiser shall be entitled to relocate the Participant's stand area and/or change its dimensions if the space conditions, government orders or other serious circumstances render this necessary. The Participant must be notified of this fact immediately. In such instance any entitlement to withdrawal and/or compensation shall be excluded. Where the stand area is reduced, the participation costs shall be reduced on a pro rata basis.
- 11. Advertising, Stand Activities**
- 11.1 Advertisement areas and activities must be requested separately with the "Advertising Form" in the Service Documents and require a written approval of the Organiser.
- 11.2 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.
- 11.3 Loudspeaker advertising, other acoustic measures and slide, film, video or computer presentations and other noisy measures shall require the written approval of the Organiser. This provision shall also apply to the use of audio or visual equipment for the purpose of attaining a better advertising impact. This also applies if the presentation of exhibits produces noise or other emissions or is annoying.
- 11.4 The Organiser is entitled to prevent, remove or have removed unauthorised measures of the aforementioned type at the cost of the Participant without recourse to the help of a court or the police. 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.
- 11.5 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.
- 11.6 The carrying or driving around of advertising aids on the Event site and the distribution of printed material or samples off the stand are only allowed with the express and written permission of the Organiser.
- 11.7 The Participant shall be strictly forbidden to approach and interview visitors outside the stand. In the event of an infringement of this provision, the Organiser shall be entitled to terminate the contract immediately for good cause.
- 11.8 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 Organiser 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 Participant fails to comply with this request, the Organiser shall be entitled to terminate the contract immediately for good cause.
- 12. Direct and Cash Sales**
- Direct and cash sales shall not be permitted, unless it is expressly permitted in the event-related "Special Conditions of Participation". If direct selling is permitted according to the "Special Conditions of Participation", the items for sale shall be marked with clearly legible price tags according to the Price Quotation Ordinance.
- 13. Exhibitor ID Cards**
- 13.1 After the invoice amounts have been paid in full (see Section 7), each exhibitor receives access data to the exhibitor portal for his stand and creates there personalized exhibitor passes that entitle the holder to free entry (see "Special Conditions of Participation"). The number of exhibitor passes does not increase through the inclusion of additional participants. Additional exhibitor passes can be requested from the organizer for a fee (see "Special Conditions of Participation"). The exhibitor passes are intended exclusively for stand personnel, to be filled out in accordance with the specifications on the pass and may not be passed on to third parties.
- 14. Security, Cleaning, Waste Disposal**
- 14.1 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 Organiser 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. A stand security guard can be hired by the Participant, if he so wishes and at his own cost, from the security company used by the Organiser.
- 14.2 The Organiser 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 can also hire the cleaning company employed by the Organiser for the cleaning of his stand. The use of own cleaning staff is only permitted one hour before and after the daily opening hours of the specific Event.
- 14.3 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. The waste disposal solely through the Organiser necessary for compliance with the statutory regulations must be requested with the "Waste Disposal Form" in the Service Documents. 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".
- 14.4 If the Participant leaves waste or other items behind after vacation of the stand space, the Organiser shall be entitled to dispose of such at the Participant's cost, and after the end of the dismantling period also without prior warning.
- 15. Photography and other visual recordings**
- 15.1 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 Organiser and are in possession of a valid pass issued by the Organiser. Stand photographs, which are to be taken outside the daily opening hours and require special lighting, shall be subject to the approval of the Organiser. Any resulting costs shall be borne by the Participant, unless they are paid by the photographer.
- 15.2 The Organiser – and with consent of the Organiser – the press, radio and TV stations, are entitled to have photographs, drawings and sound, film, video and other pictures of the Event happening, of the exhibition constructions and stands and the exhibits taken or be made and to use such free of charge for advertising or press releases.
- 16. Laws, Regulations and Industrial Property Rights**
- 16.1 The Participant is solely responsible for the compliance with all statutory and official regulations and the obtaining of all permissions and approvals required pursuant to trade and health or other laws/regulations. The same applies for the compliance with, and protection of, copyrights or other industrial property rights in respect of the exhibits and services of third parties. The so-called 'exhibition protection', i.e. a 6-month protection starting from the beginning of an Event as a result of the German Act on the Protection of Designs and Exhibits dated 18 March 1904 (Reich Gazette p. 141) and the German Trademark Law Reform Act dated 25 October 1994 (Federal Gazette p. 3082) only applies if the Federal Minister of Justice published such a notification for the specific Event in the Federal Gazette. By request a written certificate can be offered by the Organiser.
- 16.2 In the event of a proven breach of industrial property rights by the Participant, the Organiser shall be entitled to terminate the contract with immediate effect for an important reason.
- 17. House Authority, Smoking Ban**
- 17.1 The Participant shall comply with the Organiser's house authority throughout the trade fairgrounds during the Event. The Participant shall follow the instructions of the Organiser's employees, who shall identify themselves by means of an official pass.
- 17.2 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.
- 17.3 Stands of other Participants may not be visited outside the daily opening times without the permission of the stand owner.
- 17.4 The Organiser reserves the right to enforce a general ban on smoking in all rooms accessible to members of the public and the Participants if this is ordered by legal or official regulations, or if the Organiser views such a regulation to be appropriate according to due discretion.
- 18. Violations of Duty by the Participant, Right to terminate the Contract, Contractual Penalty**
- 18.1 Should the Participant contravene the General Conditions of Participation, the Special Conditions of Participation or the Technical Guidelines, the Organiser is entitled, after prior warning, to impose a contract penalty of 520.00 EUR for each case of contravention. In cases of repetition, to impose a penalty of 1040.00 EUR where the Participant is a merchant. The right of the Organiser according to these conditions to eliminate the contraventions in another manner at the expense of the Participant or to close the stand remains notwithstanding intact.
- 18.2 The Organiser has the right to withdraw the use of supply points and conduction from the electricity network from any Participant who is arrears with due payments and/or infringed against the General and Special Conditions of Participation particularly Advertising and Stand Activities. This also applies to arrears arising from previous events.
- 18.3 Culpable breaches of the duties and obligations of the Participant arising out of the contract or culpable breaches of the 'House Rules' entitle the Organiser to immediately terminate the contract with immediate effect for an important reason if such breaches do not immediately

- cease after request.
- 18.4 If the contract is terminated for good cause, the Organiser 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.
- 18.5 If the Participant does not dismantle the stand or clear the stand area on time, the Organiser 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.
- 18.6 The Participant shall be obliged to pay the due participation fee 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 Participant.
- 18.7 The contract condition in Section 8.2 applies analogously. The flat-rate fee for the redesign in such a case is 25% of the net participation fee, but at least 400.00 EUR, unless the Participant proves that the Organiser did not incur any cost or incurred a much lower cost.
- 18.8 The Organiser shall be entitled to request the Participant to pay in every individual case a maximum contractual penalty of 10,000 EUR, which is to be fixed by the Organiser according to his fair judgement and judicially revisable in the event of dispute, if the Participant culpably violates his obligations from

4	the exhibition of unpermitted items,
6	unauthorized transfer of stand space,
10.2	the stand construction,
10.4	non-removal of annoying objects,
10.6	the missing equipping or manning of the stand,
10.7	the stand design/ equipping,
10.8	the premature stand dismantling and/ or timely vacation,
11.7	the unauthorized approaching/ interviewing of visitors,
11.8	the ban on political advertising,
14.2	breaches of the cleaning obligations,
16	the infringements of industrial property rights.

If the Organiser 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.

19. Liability and insurance

- 19.1 In the case of gross negligence, the Organiser 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.
- 19.2 In the case of slight negligence, the Organiser 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.
- 19.3 The Organiser shall only be liable, irrespective of the legal reason, for foreseeable damage which can typically be expected to arise.
- 19.4 In the case of slight negligence and except for cases of bodily injury, damage to health and death, the liability of the Organiser is limited to 10,000.00 EUR.
- 19.5 The Organiser's liability without fault for already existing defects in accordance with § 536 a (1) of the German Civil Code (e.g. stand equipping) and for any subsequent losses of the Participant shall be expressly excluded.
- 19.6 For property damage, the Organiser shall only pay compensation at the current value, provided that written proof of the purchase cost is submitted.
- 19.7 If damage occurs during the Event, such must be immediately reported to the Organiser and if caused by a third party and/or deliberately also to the police.

- 19.8 A compensation for damage is excluded if a late damage reporting for which the Participant is responsible results in compensation payment being refused by the Organiser's insurance company or a third party liable for compensation payment.
- 19.9 The Participant shall be liable to the Organiser for the damage caused by the Participant himself, his employees, authorized representatives or exhibits and stand fittings.
- 19.10 If the Participant is an Event Organiser as defined by the German Ordinance on Places of Public Assembly as amended (Versammlungsstättenverordnung) he has the responsibility resulting from such. In this case, the Participant is obliged to indemnify the Organiser and his vicarious agents, regardless of their duties pursuant to Section 19.1 against all claims of recourse and fines due to their liability as operator.
- 19.11 The Organiser has not taken out any insurance cover for the Participant. The Organiser expressly points out the Participant's own insurance possibilities and that the Participant can obtain insurance cover on the basis of the skeleton contracts concluded by the Organiser. Further details can be found in the 'Insurance' form in the Service Documents.

20. Consolidation into a Lump Sum, Saving Clause, Statutory Limitation, Right of Retention

- 20.1 In all cases of lump-sum damages and fees, the right of the Organiser to prove a higher loss or cost to the Participant remains unaffected. The Participant is entitled to prove that no loss or cost was incurred or that a loss or cost much lower than the lump sum was incurred.
- 20.2 If one of the clauses of the General and Special Conditions of Participation is or becomes invalid or unenforceable, the validity of the contract and/ or the other clauses of the Conditions shall not be affected.
In such a case, the Organiser and the Participant undertake to agree on a valid and enforceable clause that is deemed applicable from the start and comes as close as possible to the purpose of the clause to be replaced. This analogously applies for the filling of any gaps.
- 20.3 The limitation period for claims against the Organiser shall be one year, unless they are due to gross negligence or intent on the part of the Organiser or the claims are subject to a statutory limitation period of more than three years. The period of limitation begins with the last day of the Event.
- 20.4 The Participant can only offset counter-claims that have become res judicata, are undisputed or acknowledged by the Organiser against the Organiser's claims. 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.

21. Written Form, Place of Performance, Place of Jurisdiction, Applicable Law

- 21.1 All claims of the Participant against the Organiser must be asserted in writing. Changes and supplements to the Contract of Participation, the General Conditions of Participation and the Special Conditions of Participation including the written form requirement clause and all notices of termination of the contractual relationship must be made in writing to be effective.
- 21.2 The entire legal relationship between the Organiser, his employees and vicarious agents on one side and the Participant, his employees and vicarious agents on the other side is subject to the laws of the Federal Republic of Germany. The German texts of the contract conditions are solely decisive and legally binding.
- 21.3 For both contracting parties, the place of performance and place of jurisdiction (also for legal proceedings for dishonoured cheques or bills) shall be the domicile of the Organiser, 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 Organiser shall reserve the right to take legal action at the general place of jurisdiction of the Participant.

Data Protection/Data Security (As of 01 September 2021)

1. Processing Purpose, Data Categories and Types

Messe Dortmund GmbH (hereinafter referred to as 'MD') processes the following personal data (hereinafter referred to as 'data') in compliance with Art. 6 (1) lit. b) of the General Data Protection Regulation (GDPR) for the purpose of processing purchase orders for services and initiating future business:

- a) First name and surname of the Customer's contact person,
- b) address of the Customer's contact person,
- c) telephone and fax number of the Customer's contact person,
- d) email address of the Customer's contact person.
- e) IP address
- f) Personal data (first and last name) of the exhibitor stand personnel for whom a digital exhibitor pass is ordered

If a purchase order is placed by a third party for, and in the name of, the Customer, MD will process the following data in addition to the data mentioned in sentence 1:

- a) First name and surname of the third party's contact person,
- b) address of the third party's contact person,
- c) telephone and fax number of the third party's contact person,
- d) email address of the third party's contact person.
- e) IP address
- f) Personal data (first and last name) of the exhibitor stand personnel for whom a digital exhibitor pass is ordered

2. Order processing

- a) The data mentioned in Clause 1 of this Data Protection Notice will also be processed by Westfalenhallen Unternehmensgruppe GmbH, Strobelallee 45, 44139 Dortmund, Germany for invoicing purposes. Although invoicing will be done by Westfalenhallen Unternehmensgruppe GmbH, MD continues to be liable to the Customer for the lawfulness of data processing. MD concludes a separate order processing contract with Westfalenhallen Unternehmensgruppe GmbH, in which MD also secures itself the necessary rights of influence and control in respect of the processing and use of the data vis-à-vis Westfalenhallen Unternehmensgruppe GmbH.
- b) If the Customer orders one or several services for which MD only acts as an intermediary, the data mentioned in Clause 1 of this Data Protection Notice will be processed by the respective service partner for the purpose of rendering and invoicing the respective service. In such a case, the respective service partner will be responsible for the lawfulness of data processing. MD concludes a separate order processing contract with each service partner, in which the respective service partner also secures itself the necessary rights of influence and control in respect of the processing and use of the data vis-à-vis MD.
- c) The online purchase order system is maintained by MD. The data mentioned in Clause 1 of this Data Protection Notice will be stored on a server of infoteam GmbH Berlin, Königsberger Str. 14, 12207 Berlin, Germany. MD concludes a separate order processing contract with infoteam GmbH Berlin in which MD also secures itself the necessary rights of influence and control in respect of the processing and use of the data vis-à-vis infoteam GmbH Berlin.
- d) For the purpose of creating digital exhibitor passes, the data mentioned in section 1 of this data protection declaration will be stored on a server operated by doo GmbH, Hultschiner Str. 8, 81677 Munich. MD concludes a separate order processing contract with doo GmbH in which MD also secures itself the necessary rights of influence and control in respect of the processing and use of the data vis-à-vis doo GmbH.

3. Erasure, correction

MD will immediately erase the data mentioned in Clause 1 of this Data Protection Notice as soon as the data pursuant to Art. 5 (1) lit. e) of the GDPR will no longer be needed for the fulfilment of the purchase order and invoicing. That does not apply if an immediate erasure conflicts with, for example, statutory retention periods (cf. Art. 17 (3) of the GDPR and/or a further case under Art. 17 (3) of the GDPR and/or a new purpose justifies further processing. MD will erase incorrect and/or incomplete data or – if possible – rectify such without delay in accordance with Art. 5 (1) lit. d).

4. Customer's Rights

The Customer can demand from MD a confirmation concerning the data processing pursuant to Art. 15 (1) of the GDPR. The Customer can also demand from MD the immediate correction of incorrect data and the immediate completion of incomplete data for processing purposes pursuant to Art. 16 of the GDPR. The Customer can also demand from MD the immediate erasure of data pursuant to Art. 17 (1) of the GDPR provided that one of the cases mentioned in Art. 17 (1) of the GDPR applies. The Customer can demand from MD that it restricts the processing of the data mentioned in Clause 1 of this Data Protection Notice if one or several preconditions specified in Art. 18 (1) of the GDPR lit. a) to d) is/are fulfilled: The Customer shall have the right to receive the data mentioned in Clause 1 of this Data Protection Notice from MD in a structured, commonly-used and machine-readable format and also have the right to transmit such data to a different Controller without hindrance from MD pursuant to Art. 20 (1) of the GDPR.

5. Requirement of Data Provision, Consequences of Non-Provision

The provision of data mentioned in Clause 1 of this Data Protection Notice is required for contract conclusion. That means that a contract with MD via the OSC will not be concluded if the Customer fails to enter the entire, or part of, data mentioned in Clause 1 of this Data Protection Notice into the purchase order system.

6. Data Protection

MD uses an encryption method for secure transmission of the data mentioned in Clause 1 of this Data Protection Notice and obtained from the Internet. That means that communications between the Customer and MD's online purchase order system via a browser cannot be read by other Internet users.

7. Data Protection Officer

MD's Data Protection Officer is:
Christian Volkmer
Datenschutzbeauftragter (Data Protection Officer)
Projekt 29 GmbH & Co. KG
Ostengasse 14
93047 Regensburg
Tel: +49 231 1204 368
Email: datenschutz@westfalenhallen.de

8. Right of Appeal

Notwithstanding any other administrative or judicial remedy, the Customer has the right to file a complaint with the responsible supervisory authority if he or she is of the opinion that the processing of data mentioned in Clause 1 of this Data Protection Notice and concerning him or her violates the provisions of the GDPR.