

STAND BOOKING FORM

Start of layout planning: 15 February 2024

Mail to: intertabac@messe-dortmund.de

inter
tabac

19 – 21 September 2024

Exhibitor / Company Name

(Full and correct designation, legal form)

We wish to be listed under the letter (A-Z) _____ in the list of exhibitors.

Street / No. (no post-box) _____

Country Code / Postcode / City _____

Telephone _____

Company email _____

Internet Address _____

Owner / Managing Director _____

VAT Identification Number

(required if the company is based in the EU)

Contact Person Trade Fair Matters

Correspondence Address*

Telephone _____

Mobile _____

Email _____

Applications of Co-Exhibitors / Represented companies (see page 2)

☐ yes

☐ no

Business

☐ Manufacturing

☐ Services

☐ Trading

☐ Public Authority

Commercial Register (No.)

Local Court

* With the data given under correspondence address, we will list you in our systems. This also includes the Online Service Center in which you can book additional services. The correspondence address given will receive the access data to the Online Service Center.

Stand Type	Charges	Charges	Frontage in m		Depth in m		Area in sqm
	EUR / sqm (more than 200 sqm)	EUR / sqm (up to 200 sqm)	min.	max.	min.	max.	
Row stand (1 side free)	150.00	153.00					
Corner stand (2 sides free)	160.00	162.00					
Head stand (3 sides free)	165.00	168.00					
Block stand (4 sides free)	174.00	177.00					

The prices quoted are subject to EUR 0.60 / sqm stand area AUMA contribution and to VAT at a valid rate.

Marketing Package (see Special Conditions of Participation, item 5): EUR 475.00 plus VAT.

Additional upper floor of a two-story with _____ area / sqm (see Special Conditions of Participation, item 4)

Stand Equipment

(Prices plus VAT, see page 3)

☐ We use a systemised stand with walls.

☐ We book the stand rental package: EUR 150.00 / sqm (see page 3)

Marketing Package

(Prices plus VAT, see page 3)

☐ Package BASIS: inclusive

☐ Package KOMFORT: + EUR 490.00

☐ Package PREMIUM: + EUR 990.00

We are to be classified under the following numbers of the list of products and services (it's mandatory to declare number and product, please see page 4):

We certify that all information provided is 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, Date

Signature

Official Stamp

Messe Dortmund GmbH
Managing Director: Sabine Loos

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44139 Dortmund
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44044 Dortmund

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

District Court: Dortmund (HRB 14675)
Place of Business: Dortmund
St.-Nr.: 314/5700/1335
USt-IdNr.: DE124643886

Bank Account: Westfalenhallen Unternehmensgruppe GmbH
Sparkasse Dortmund
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


**MESSE
DORTMUND**

OTHER EXHIBITORS & COMPANIES



Exhibitor / Company Name

(Full and correct designation, legal form)

We will present the following brands at InterTabac trade fair

(for inclusion in the brand name list)

1.	4.
2.	5.
3.	6.

Registration of Co-Exhibitors participating with their own staff and exhibits

Co-exhibitors must be registered (**co-exhibitor charge EUR 275.00 plus VAT, Co-exhibitor charge for exhibitors with a stand more than 200 m² EUR 270.00 plus VAT**). They will be listed as exhibitors in the register. The main exhibitor registers for his co-exhibitors the exhibits which will be included in the product list. Marketing Package per company (see Special Conditions of Participation, item 5): EUR 475.00 plus VAT.

1. Company

Contact Person / Job Title	Telephone
Address	Company Email
Products (numbers in product list)	

2. Company

Contact Person / Job Title	Telephone
Address	Company Email
Products (numbers in product list)	

3. Company

Contact Person / Job Title	Telephone
Address	Company Email
Products (numbers in product list)	

Please note other co-exhibitors on a separate sheet.

Registration of additionally represented companies whose products and services are being exhibited.

Additionally represented companies must be registered.

Marketing Package per company (see Special Conditions of Participation, item 5): 475.00 EUR, plus VAT.

(Please indicate in case a mention in the register is not wanted.)

1. Company

Contact Person / Job Title	Telephone
Address	Company Email
Products (numbers in product list)	

2. Company

Contact Person / Job Title	Telephone
Address	E-Mail
Products (numbers in product list)	

3. Company

Contact Person / Job Title	Telephone
Address	Company Email
Products (numbers in product list)	

Please note other additionally represented companies on a separate sheet.

Despite processing all documents received within a timely and diligent manner, we cannot guarantee complete and correct entries. Any compensation for damages regarding erroneous, incomplete or missing entries and advertisements shall be excluded.

Stand Rental Package

Stand comfortably and stress-free equipped.

For the trade show you can also use the new Stand Rental Package, which allows you to equip your rented space in a stress-free and comfortable way. If you do not use a prefabricated or finished stand, the rented space will be equipped by Messe Dortmund GmbH ready for use with the Stand Rental Package. – **EUR 150.00 / sqm**

visually attractive, white system walls including accentuated elements for the fascia

fascia lettering (company)

(the text has to be submitted to Messe Dortmund until 11 August 2024)

Advertising print: 2 printed system wall elements (see graphic on the right)

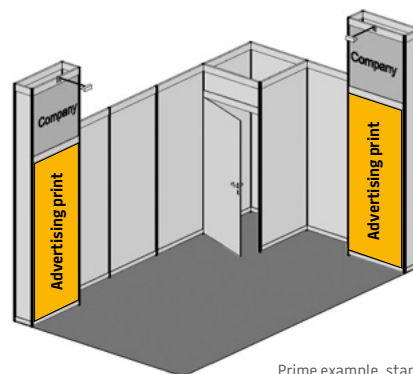
The graphics must be submitted to Messe Dortmund in a suitable format (960 × 2310 mm, 650 dpi) until 11 August 2024.

carpet

power socket for up to 3 kW incl. flat-rate consumption and multiple plug connector

2 spotlights

storage room (1 × 1 m)



Add-ons

Furniture – **EUR 240.00**

white counter, 1 bar stool, 1 bistro table, 2 chairs

Daily cleaning of the exhibition stand during

the fair – **EUR 1.50 per sqm (per day)**

(starting on the evening of the first day of the fair)

Prime example, stand construction will be adapted to registered stand space.

Prices quoted are subject to participation fee, AUMA contribution, Exhibitor-Media-Package and VAT.

Please order additional furniture, as well as other equipment and services via the Online Service Center (access data will be sent with the authorization). We reserve the right to make slight deviations in the stand construction material and equipment.

Marketing Package

Digital platform “Business Insights”

Your company profile can be uploaded from the time you register your application and will be available up to 2 weeks after the end of InterTabac 2024.

Exhibitor profile setup with standard listing

Listing of product groups for the filter feature

Listing of own social media channels

Product and image pictures on the exhibitor profile

Product and image videos (upload or platform link)

Prioritised listing in the alphabetical directory (at the top)

Online Exhibitor Directory

Standard listing in the online exhibitor directory

Web App

Standard listing in the web app exhibitors directory

Additional logo placement in the hallplan of the web app exhibitor directory

Visitor Guide

Short listing in the exhibitor list of the Visitor Guide

Additional logo placement in the hallplan of the Visitor Guide

Even more Visibility

Post on the social media channel of InterTabac / InterSupply

Banner in the InterTabac / InterSupply visitor newsletter

Banner on the homepage of InterTabac / InterSupply website (in rotation)

Banner on a sub-page of InterTabac / InterSupply website (in rotation)

BASIS
inclusive

KOMFORT
EUR 490.00

PREMIUM
EUR 990.00

✓

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LIST OF PRODUCTS & SERVICES



TOBACCO PRODUCTS

101	Fine cut
102	Chewing tobacco
103	Pipe tobacco
104	Snuff
105	Swedish snus
106	Water-pipe tobacco
107	Cigarettes
108	Cigarillos
109	Cigars

SMOKERS' ACCESSORIES

RYO (ROLL YOUR OWN)

201	Rolling papers
202	Roll your own filter
203	Hand roller

MYO (MAKE YOUR OWN)

211	Cigarette cases
212	Filter tubes
213	Tube filling machines

SNUFF ACCESSORIES

221	Snuff bottles
222	General accessories for snuffers

CIGAR STORAGE

231	Metal fittings for humidors
232	Humidor (cigar climatic cabinets)
233	Air humidifiers
234	Table humidors
235	Cigar moistening

ACCESSORIES FOR PIPES

241	Pipe ashtrays
242	Water-pipe coal
243	Meerschaum granulate
244	Pipe adapters
245	Pipe tools
246	Pipe filters
247	Pipe wood
248	Pipe polishing machines
249	Pipe mouth-piece and head polish

250	Pipe cleaners
251	Pipe cabinets
252	Pipe racks
253	Pipe tampers
254	Pipe pouches
255	Pipe-care sets
256	Pipe Reamer
257	Tobacco bags for pipe tobacco
258	Water-pipe filters
259	Water-pipe tubes
260	Draw-string bags
261	General accessories for water-pipe

ACCESSORIES FOR CIGARS

262	Metal fittings for cigar boxes
263	Cigar ashtrays
264	Cigar cases
265	Cigar boxes
266	Cigar cutters

OTHER SMOKERS' ACCESSORIES

271	Ashtrays
274	Lighters
275	Cigar-holder filters
276	Gas for lighters
277	Leather goods for smokers
279	Cigarette Packet Cases or Lighter Pouches
280	Spires for: cigarettes, cigarillos, cigars
281	Matches
282	Flavor cards for cigarettes

PIPES

301	Bruyere wood pipes
302	Free-hand pipes
303	Decorative German "Gesteck" pipes
304	Corn-cob pipes
305	Meerschaum pipes
306	Bog-oak pipes
307	Series-produced pipes

308	Clay pipes
309	Water-pipes

RANGE SUPPLEMENT

CORRESPONDING COMPLEMENTARY TOBACCO PRODUCTS

401	Delicate food
402	Coffee
403	Sparkling wine
404	Chocolate
405	Spirits
406	Confectionery
407	Wine

LOTTERY

411	Profit ascertaining programmes
412	Micro-computers for lottery

NON-FOOD ARTICLES

421	Accessories
422	Gifts
423	Gift wrapping / Gift packs
424	Greeting cards
425	Leather goods, e.g. purses, wallets, key cases
426	Promotion materials

PRESS

441	Press wholesalers
442	Publishers

FIXTURES FOR RETAILERS

MACHINES

501	Payment systems
502	Cigarette vending machines
503	Accessories for vending machines

CLIMATIC CHAMBERS

511	Climatic chambers / Climatic rooms
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SHOP FITTINGS

521	Cashing up systems
522	Computers
523	Displays

524	Glass construction systems
525	Cash decks
526	Shop-fitting
527	Furnishings
528	Shelves / Systems
529	Security systems
530	Display cases
531	Advertising racks

ACCESSORIES FOR RETAILERS

541	Labels
542	Cash payment machines
543	Pricing devices

NEXT GENERATION PRODUCTS

601	Battery carrier
602	Flavours, Longfill and Shortfill
603	Electronic hookahs
604	E-cigarettes (all-in-one)
605	Ready-to-use liquids for e-cigarettes (ready for sale)
606	Heat-Not-Burn Products
607	Nicotine shots / Nicotine salts
608	Pod systems / Pods / Disposables
609	Evaporator / Self-coiler
610	General accessories for e-cigarettes

ALTERNATIVE PRODUCTS

701	CBD, medical cannabis and industrial hemp within the meaning of the CanG
702	Nicotine pouches
703	Nicotine pastilles
704	Smokeless nicotine delivery products

SERVICES

801	Organisations / Institutions
802	Insurances

Association/Partners

Official Association:

Handelsverband Nordrhein-Westfalen
Fachbereich Tabakwaren
Prinz-Friedrich-Karl-Straße 26
44135 Dortmund



Special Conditions of Participation

InterTabac (see General Conditions of Participation, item 3)

1. Start of layout planning: 15 February 2024

2. Opening Hours / Build-up and Dismantling Dates

- Start of build-up:** 13 September 2024, from 7:00
- Time of build-up:** 7 to 22 all days
- Important:** The stand material must be stored daily 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:** 18 September 2024, 16:00
Vehicles must be removed from the hall. Afterwards, work can be continued on the assigned space for the stand such as decoration work for example.
- Opening hours:** 19 + 20 September 2024: 10:00 – 18:00
21 September 2024 10:00 – 17:00
- Delivery of goods during the course of the trade fair:**
19 September 2024: 7:45 to 9:45; 18:00 to 19:00
20 + 21 September 2024: 8:45 to 9:45; 18:00 to 19:00
- Beginning of dismantling:**
21 September 2024, from 17:00
Vehicle access to halls:
21 September 2024, from 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 Westfalenhallen or in the adjacent Signal-Iduna-Park, the possibility of accessing the halls with vehicles may be delayed.
- End of dismantling:** 23. September 2024, 22:00

3. Stand construction

If an exhibitor does not use a prefabricated or finished stand, the rented space will be equipped by Messe Dortmund GmbH ready for use with the Stand Rental Package. The Stand Rental Package includes visually attractive, white system walls including accentuated elements for the fascia, the fascia lettering, a carpet, 2 spotlights, a power socket for up to 3 kW incl. flatrate consumption and multiple plug connector, and a storage room (1 × 1m). The price is EUR 150.00 per square metre of rental space.

The set up and presentation of exhibits in the passageways and in front of emergency exits is prohibited. Should there be deviations from the stand dimensions confirmed by the Organiser then the Organiser is to be informed of this previously! The Organiser reserves the right to move entries and exits, emergency exits and passageways when there are urgent, technical reasons; in particular safety situations.

4. Participation Fees (s. see General Conditions of Participation, item 7)
The participation prices for exhibitors are:

Stand type	EUR / sqm (more than 200sqm)	EUR / sqm (under 200sqm)
Row stand (1 side open)	150.00	153.00
Corner stand (2 sides open)	160.00	162.00
Head stand (3 sides open)	165.00	168.00
Block stand (4 sides open)	174.00	177.00

Co-exhibitors must be registered (costs EUR 275.00 per co-exhibitor, more than 200 sqm EUR 270.00). For hall stands with accessible upper levels (not possible in all halls), an additional participation price is charged for the upper area, which is 50 % of the base price. The minimum stand size is 12 sqm with a minimum depth of 3 m with Row- and Corner stands. The rectangular external surface area of the stand shall form the basis for measuring and calculating the size. Projections,

columns, fire extinguishing facilities and girders will not be subtracted. The assignment of stand surface areas can only be implemented in full metres (front width and depth).

5. flat-rate waste disposal fee

In order to ensure efficient and environmentally friendly waste disposal and to distribute the disposal costs and personnel expenses fairly, a mandatory waste disposal fee will be introduced for all exhibitors. This flat rate covers the costs for the disposal of waste generated during the construction, realisation and dismantling of the trade fair. The waste disposal fee does not include the disposal and dismantling of a stand. Exhibitors who fail to dismantle and dispose of their stand properly during the dismantling period will be charged a contractual penalty. The contractual penalty amounts to € 10.50 per square metre (m²) of stand space. The contractual penalty will be charged in addition to the dismantling and disposal of the stand.

Flat rates:

Exhibitors with an equipment package: For this category of exhibitors, the waste disposal fee is €3.00 per square metre (m²) of stand space. Exhibitors with customised stands: For exhibitors who construct customised stands, a waste disposal fee of €7.00 per m² of stand space will be charged. Capping of the flat rate: Irrespective of the category, the waste disposal flat rate is capped from a stand size of 200m². This means that there are no additional costs for waste disposal above this size, regardless of the actual stand size.

The introduction of the waste disposal flat rate serves to fairly distribute the previous unequal burdens and high disposal costs. It is also intended to create incentives to promote waste avoidance and separation and to prevent clandestine disposal on the exhibition grounds.

The waste disposal fee will be invoiced together with the stand fees and must be paid by the payment deadline stated on the invoice at the latest. If the payment deadline is not met, the organiser reserves the right to impose appropriate sanctions, which may include exclusion from the event.

Should an exhibitor demonstrably take special measures to avoid and dispose of waste that go beyond the general requirements, an individual adjustment of the flat rate may be made after examination and approval by the organiser.

6. Marketing Package

The price for the mandatory Marketing Package is charged at EUR 475.00 plus VAT for main exhibitors, co-exhibitors and additionally represented companies. This amount can be charged temporally independent to the participation fee.

The package includes listings (company name, address and/or contact information) in the respective directories offered by the specific exhibition. The listings will be published in the list formats offered by the Organiser, alternatively or additionally in the online exhibitor list, on the screens of the Visitor Information System and, if available, in the exhibition app, any printed directories as well as on the digital platform.

In addition to the standard exhibitor entry, supplements can be requested and additionally booked with the Organiser, depending on the respective exhibition offer.

Co-exhibitors or additionally represented companies and their exhibits must be registered by the main exhibitor. The main exhibitor will be charged for the Marketing Package fee for each co-exhibitor and each additionally represented company. If you do not wish an additionally represented company to be mentioned in the directory, please expressly state this on the application form.

The deadline for directory entries is 15 August 2024. The information provided on the application form will be used, if this deadline is not complied with. Exhibitors who book their stand after this deadline are not entitled to be mentioned in any particular directory.

Compensation for incorrect, incomplete or missing entries in the above-mentioned directories is excluded. The main exhibitor is responsible for the contents of the entries in the lists and any resulting damage/loss.

7. Stand Activities /Advertising

(see General Conditions of Participation, item 11)

Raffles and auctions (with a conceptual or commercial objective) and musical presentations at the exhibitor stand, as well as propaganda activities, are fundamentally prohibited. Exceptional permission requires agreement of the Organiser in writing. Projection screens and monitors for presentation are to be placed far enough away from the aisles that viewers must step onto the stand area to view them; this is to avoid crowding other visitors' space in the aisles.

8. Direct and Cash Sales

(see General Conditions of Participation, item 12)

Any cash sales (over-the-counter sales) to trade fair visitors shall be prohibited. The specialised trade fair InterTabac is a pure order trade fair. Trade fair goods must only be delivered upon termination of the trade fair. Apart from that, the statutory regulations must be complied with.

9. Exhibitor Passes, Build-up and Dismantling Passes

(see General Conditions of Participation, item 13)

Each exhibitor receives two exhibitor passes free of charge. An additional exhibitor pass will be made available free of charge for every 10 sqm or part thereof over 12 sqm. As soon as the participation fee has been paid in full, the exhibitor receives access data to the exhibitor portal and creates personalized exhibitor passes there any further required exhibitor passes can be ordered from the organizer for a fee. Appropriate numbers of ID cards will be provided for assembly and dismantling at no charge.

10. Bringing along animals to the exhibition is prohibited.

11. Value-added Tax (VAT)

Considerations and remunerations mentioned within the framework of these special terms and conditions of participation shall also exclude the value-added tax to the respective statutory amount, except where express provision is made to the contrary by law.

12. Terms and Conditions of Payment

The Organiser of the trade fair will be entitled to hinge the approval on an appropriate advance payment or surety, e.g. in form of a credit card guarantee or a down payment

13. Cancellation by the organizer, relocation and change in the duration of the event

The organizer is entitled to cancel the event, move it to a different location and/or time, or change the duration of the event until 01 June 2024 – without giving reasons. It is expressly pointed out that the contractual partners cannot assert any mutual claims if the event is cancelled. However, the organizer will refund any payments already made by the exhibitor for services that have not yet been rendered at the time of the cancellation, insofar as he is responsible for the failure. In the event of a complete or partial relocation or a reduction, the contract is deemed to have been concluded for the changed period of time unless the exhibitor objects in writing within a period of 14 days after notification of the change. The agreed prices will not be reduced.

Messe Dortmund GmbH
Dortmund, March 2024

(Reprint not permitted)

General Conditions of Participation of Messe Dortmund GmbH

(As of 13 February 2024)

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 The invoice amounts are payable without deduction and in EURO by the due dates specified in the invoice, stating the invoice and customer number, to the account specified in the invoice. Invoices are sent by e-mail in PDF format to the e-mail address named by the exhibitor.
- 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.
- 10.10 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.
- 10.11 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 judicial revisable in the event of dispute, if the Participant culpably violates his obligations from

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| 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, Strobiallee 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.