

## **(1) Application and Admission**

Application shall be made on the relevant *application form* or *sponsoring contract*. Completed and officially signed application forms / contracts shall be returned to *Management Forum der Verlagsgruppe Handelsblatt GmbH* (hereinafter called “organizer”) as soon as possible. The exhibitors and sponsors as well as other authorized persons accept that these *General Terms of Participation* and the “*Technical guidelines of the Alte Schmiedehallen*” are legally binding as soon as the application form / contract has been submitted.

Exhibitors and sponsors at the event are German and international companies and institutions. The organizer reserves the right to expand the circle of exhibitors. Application of exhibitors shall be made upon written confirmation by the organizer, either by mail, email or telefax, constituting the conclusion of a contract between exhibitor and organizer. Sponsoring packages require a separate contract between the two contracting parties.

Notification of admission may be withdrawn, if the requirements for participation are not or no longer met. The organizer reserves the right to reject applications without giving any reasons.

## **(2) Allocation of Stands and Conditions**

### **(2.1) Allocation of Stands**

Allocation of stands shall be made by the organizer. The exhibition space is limited. Applications made subject to specific stand reservations cannot be taken into consideration.

Every placement will be made to meet requests for specific sites, but such requests cannot be binding. The organizer may displace stands or adjust the exhibition space and allocation, if required due to organizational reasons or for maintaining the overall picture. The organizer is entitled to subsequently deviate from the notice of admission by allocating space in another position if good cause is given for such reallocation or if such reallocation is reasonable for the exhibitor/sponsor.

A good cause is given in case

- safety situation on the exhibition grounds / in the hall requires it
- there is a shortage of space due to an unpredictable high demand of applications and additional exhibitors/sponsors shall be admitted, or
- demand for applications is lower than expected and such circumstances could result in large spaces between the stands, or if the organizer wants to close a hall in whole or in part due to a shortage of required space.

In such case no financial claims shall be enforced by the exhibitor/sponsor.

If good cause is given for a reallocation, however, such reallocation is unreasonable for the exhibitor/sponsor, the exhibitor/sponsor has the right to withdraw from the contract within one week after receipt of the notification of reallocation. If the exhibitor does not withdraw from the contract within the period of time specified, the reallocation shall be regarded as accepted. Even if the exhibitor does not occupy the stand allocated to him, due to personal reasons which are at the exhibitor’s risk, payment of the participation charges shall to be effected. This also applies for reasons beyond the exhibitor’s control.

Without the prior written consent of the organizer, exhibitors/sponsors are not permitted to give their allotted stand either fully or in part to a third party, to change or sublet their allotted stand or to use it for other companies. Information on the admission of co-exhibitors shall be given to the organizer within eight weeks prior to the event. Permission to accept co-exhibitors shall be given by the organizer only upon application in writing made by the exhibitor. Any co-exhibitor shall have to pay €500.00 + VAT. However, exhibitors are not permitted to give or sublet their exhibition space in whole to a third party. Co-exhibitors are all exhibitors who are represented on an allotted stand with their own staff and own exhibits (companies with close economic or organizational ties are also classified as co-exhibitors).

### **(2.2) Stand Limitations**

Exceeding the limitations of the allotted stands is not permitted. The organizer has the right to change or remove all exhibits that are not permitted or that are not in accordance with the exhibition regulations. If a stand has to be closed due to such circumstances, no stand rental shall be refunded. Any inobservance of the stand limitations will be charged with the amount of €225.00 /m<sup>2</sup> plus VAT and Energy fee.

### **(2.3) System Stand / Own System Stand**

The stand rental refers to the exhibition space only and does not include any stand material. Stand-limitation walls are binding. Exhibitors who do not provide any own stand system may book system stand modules with an exhibition stand building company accredited by the organizer. These services shall be charged directly by the exhibition stand building company. Hence a contract will be concluded between the exhibitor and the exhibition stand builder without involving the organizer in such contractual relationship. All rented stand items are the property of the exhibition stand construction company. It is prohibited to hammer nails, stick posters with double-sided adhesive tape, shoot staple guns or damage the walls. When ordering system stand modules, exhibitors/sponsors automatically agree to the General Terms and Conditions of the exhibition stand builder. If the exhibitor brings his own system stand, set-up of the stand will not be done by an exhibition stand construction company.

### **(2.4.) Set-Up and Dismantling**

Set-up times for the stands will be published in good time.

Exhibitors are obliged to thoroughly inform themselves about all technical conditions of the stand space (pillars, fire protection installations, etc.) before planning the set-up of the stand in due time (8 weeks prior to the event at the latest).

Set-up of the stand shall be completed in due time prior to the opening of the event.

Exhibitors shall ensure waste disposal after set-up and dismantling of the stand. All necessary cleanups shall be charged to the person responsible. The start of dismantling will be published in good time by the organizer. No stand shall be dismantled in whole or in part prior to the end of the event. The organizer reserves the right to adapt the duration of the exhibition or the set-up and dismantling times on the whole or in subareas due to organizational reasons. All exhibitors will be informed about such changes in due time prior to the event.

In the event of violation, exhibitors are obliged to pay a penalty to the organizer to the value of half the gross stand rent agreed for the event.

### **(2.5) Electricity, Water and Telecommunication**

All electrical current whether for lighting (230V) or power current supply (400V) as well as water supply and telephone connection and any additional telecommunication services (e.g. analog, ISDN, DSL, Wireless LAN, etc.) shall be booked at the exhibitor's expense at a contractor (hotel/fair) appointed by the organizer. Payment shall be made between the contractor (hotel/fair) and the exhibitor/sponsor.

### **(2.6.) Security Service**

No security staff will be supplied for the exhibition stand by the organizer. All exhibitors are advised that sensible steps should be taken by themselves to protect their property. Any precautions taken by the exhibitor are in your best interest as the organizer is not responsible for any loss or damage to any goods at any time during the exhibition/event howsoever caused. The exhibitor is responsible for the supervision and the security of the stand. This also applies to the set-up and dismantling times prior to the event and after the event. If stand holders require specific security cover at night time, stewards are bookable subject to availability at the exhibitor's expense at a contractor (hotel/fair) appointed by the organizer. Payment shall be made between the contractor (hotel/fair) and the exhibitor/sponsor.

### **(2.7.) GEMA - Application for Permission to Reproduce Recorded Music**

The permission of GEMA – Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte (Performing Rights Society) – shall be obtained by the exhibitor/sponsor, if music is to be reproduced on an exhibition stand.

### **(2.8.) Congress Participation, Stand Attendants and Admission**

Stand attendants will not be charged separately at NEOCOM 2016.

Stand attendants are entitled to have access to the exhibition. However, under no circumstances access is permitted to the lectures and congress program (awards show, dinner, Gala event, guided tours, catering, etc.). Stand attendants shall be handed out a separate badge and they shall not receive any congress documents.

Exhibitors and/or sponsors of NEOCOM will be granted a special price of a 15% discount on the current congress fee. Such prices apply only in connection with a booking of an exhibition stand and/or a sponsorship.

No combination with other discount models is possible. Congress tickets include access to all lectures, exhibitions and all evening events (if provided). All congress participants will receive a full set of congress documents. Workshops at the beginning and the end of the event may be charged separately where appropriate.

### **(3) Advertising, Events and Activities at the Stand**

Exhibitors are permitted to hand out advertising material or any other promotional material within their own stand only. Additional services shall be charged separately, such as all other additional marketing and advertising efforts taken without any agreement upon written confirmation of the exhibitors/sponsors e.g. posters, display stands, display of information material, giveaways, stand parties, promotion activities etc. outside the exhibition area (lecturer rooms, information pillars, in front of and in other rooms of the venue). Such additional charges are subject to prior consent of the organizer (eight weeks prior to the congress at the latest) and shall be charged separately. Advertising by loud speakers, slide and film presentations and activities at the exhibitor's stand shall be announced four weeks prior to the event at the latest and are subject to written consent prior to the event by the organizer.

Regardless of prior permission granted, the organizer is authorized to limit or prohibit presentations which cause noise, dirt, dust, the emission of gases, shaking or which impair the orderly proceeding of the fair through any other type of disturbance.

Under no circumstances the exhibitor/sponsor shall make use of any advertising violating rules of morality or legal restrictions.

The exhibitor/sponsor shall irrevocably indemnify and hold harmless the organizer from all and any claims arising as a result of the advertising for the event, which violate or infringe the rights of third parties, particularly trademark rights, copyright, rights under the law of competition, or other provisions of company law, e.g. permission to use company name and company logo.

#### **(4) Exhibitor Passes / Participant Passes**

All exhibitors/sponsors as well as all stand attendants and congress participants shall wear the badges handed out by the organizer during the event. No other badges are permitted. Different badges will be handed out to the congress participants and the stand attendants.

#### **(5) Cancellation**

Notification of cancellation of exhibition space/ a sponsorship must be received in writing by the organizer.

If notification of a cancellation is received eight weeks prior to the event, a refund of 50% of the total amount of the invoice of the exhibition space/sponsoring amount will be issued. If notification of a cancellation is received after expiry of the period of eight weeks prior to the event as well as in default of appearance, then 100% of the invoice amount will be due for payment. No refunds according to the bookings shall be made for unused exhibition space and congress participation.

In case of reduction of an exhibition space made by the exhibitor, cancellation fees for the subarea reduced will have to be paid.

Any applied person may substitute another person at no additional charge.

#### **(6) Liability**

A claim for damages against the organizer because of loss or damage of objects brought to the exhibition stand by the exhibitor is excluded unless it is based upon intent or gross negligence of the organizer.

The exhibitor/sponsor shall be liable for any damages done to the material/accessories provided by the exhibition stand construction company, the hotel or other providers.

It is strongly recommended that the exhibitor takes out exhibition insurance for any risks in the course of his exhibition participation.

The "technical guidelines of the event location Alte Schmiedehallen" of March 12th, 2014, are binding.

Fixing carpet or any other material on the hall ground is only permitted with the following:

- tesaband 53949 matt (fabric)
- tesafix 4964 (double sided)

Arrearages because of using user material will be removed with costs for the exhibitor.

**(7) Force Majeure**

If the exhibitor cannot perform the event for reasons of force majeure or circumstances beyond his control, the stand rental shall be refunded. If the organizer is compelled to curtail or cancel an event for reasons of force majeure or other circumstances beyond his control after it has commenced, the exhibitor/sponsor shall have no claim to any refund or reduction of the stand rental.

**(8) Authority Regulations**

All aisles of the exhibition area shall be kept free to its full width due to security regulations. Stand fittings must not exceed the limitations of the stand.

**(9) Jurisdiction**

The law of the Federal Republic of Germany shall govern this contract.  
Exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Frankfurt am Main, Germany.

**(10) Severability Clause**

In the event of any provision of these terms being or becoming wholly or partially ineffective or should a loophole transpire in this settlement, such circumstances shall not affect the validity of the remaining terms and conditions.

Instead of the ineffective provision and in order to close the loopholes, an appropriate provision shall apply, which is as far as legally possible, most closely approximates the objective which was, or would have been intended by the parties to this settlement according to the sense and purpose of these terms and conditions.