

**1. CONTRACTING PARTY AND INVOICE ADDRESS** (mandatory)

The following mentioned exhibitor is beneficiary and defines the VAT treatment.  
 Independent of an alternate Invoice Address the exhibitor will be in charge of the VAT Treatment.

|                                      |  |
|--------------------------------------|--|
| Company _____                        | <b>Managing Director/Owner</b> <input type="checkbox"/> Mrs. <input type="checkbox"/> Mr. <input type="checkbox"/> Mx. |
| VAT ID _____                         | First name _____ Surname _____   |
| Street _____                         | Email _____  |
| Post Code _____ City _____           | <b>Contact Person</b> <input type="checkbox"/> Mrs. <input type="checkbox"/> Mr. <input type="checkbox"/> Mx.          |
| Country _____                        | First name _____ Surname _____   |
| Phone (general) _____                | Position _____   |
| <b>Email (invoice address)</b> _____ | Phone (direct) _____   |
| Email (general) _____                | Email _____  |
| Website _____                        | Mobile _____   |

**2. INFORMATION REGARDING THE EXHIBITION STAND** (Mandatory for main exhibitor.)

**Desired stand size**

m  m  sqm  
 Front x Depth (min. 3 m) = stand size

**Desired type of stand**

1-side open min. 9 sqm (row stand)  2-sides open min. 21 sqm (corner stand)  
 3-sides open min. 40 sqm (head stand)  4-sides open min. 40 sqm (block stand)

**3. ORDER OF STAND CONSTRUCTION SYSTEM** (Stand boundary and floor covering is compulsory.)

**partition walls**

System 1, Octanorm  
 partition walls  


---

 Market Stand S  
 Market Stand M  
 Market Stand L

**Floor covering**

**Carpet** (incl. foil covering, laying and disposal)  
 Colour:  grey  green  
            blue  red  
 PVC floor

**4. WE WILL ORGANIZE OUR OWN STAND CONSTRUCTION**

(To ensure approval, please submit you stand concept to the trade fair management by August 15th 2023.)

Walls  Carpet

**5. DESIRED LOCATION**

We try to fulfill all wishes regarding the desired type and size of stand, yet we cannot promise anything.  
 The right to a certain type of stand or location does not exist. The stand allocation is made by the FWTM.

---

**6. ELECTRICAL INSTALLATIONS**

YES, we would like to place a binding order for the above connection.  NO, we require extra supplies and will order it from the service manual.

The rental costs and additional costs can be found in the attached „Special Fair Conditions“.

**7. WE WILL EXHIBIT THE FOLLOWING PRODUCTS**

Exhibition products (mandatory, no admission without detailed declaration). This information will be published on plaza-culinaria.de.

(max. 150 characters)

**8. DIRECTORY OF EXHIBITORS** (Please select ONE product group only.)

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> soft drinks               | <input type="checkbox"/> coffee, tea & chocolate        | <input type="checkbox"/> wine, sparkling wine & spirits                     |
| <input type="checkbox"/> bio-delicacies            | <input type="checkbox"/> pastry & confectionery         |   |
| <input type="checkbox"/> breweries & craftbeer     | <input type="checkbox"/> kitchens & accessories         | <input type="checkbox"/> We sell alcoholic beverages for direct             |
| <input type="checkbox"/> delicacies & specialities | <input type="checkbox"/> literature & culinary journeys | consumption. (Fee: € 85 for 3 exhibition days)                              |
| <input type="checkbox"/> gastronomy & catering     | <input type="checkbox"/> tobacco & cigars               | <input type="checkbox"/> We will serve free samples of alcoholic beverages. |
| <input type="checkbox"/> home & living             | <input type="checkbox"/> vegetarian/vegan               |   |

**9. ADDRESS DATA FOR THE DIRECTORY OF EXHIBITORS**

- The data for the official directory of exhibitors are the same as the contracting party and invoice adress, see point 1.

**Differing address for official directory of exhibitors**

Desired company name \_\_\_\_\_

Additional information (max. 50 characters) \_\_\_\_\_

Street \_\_\_\_\_

Country/Post Code/City \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Website \_\_\_\_\_

Company will be listed in the directory of exhibitors under the letter:

If no letter is specified, the first letter of the company name is automatically used.

- Company logo in the online exhibitor directory (subject to a fee).

**The rental costs and additional costs can be found in the attached „Special Fair Conditions“.**

Only products actually presented at „Plaza Culinaria 2023“ may be registered. With this application, the „Special Fair Conditions“ for the Plaza Culinaria 2023, the information on data processing and the General Terms and Conditions for Exhibitions as released by Fachverband Messen und Ausstellungen e.V. German Association of Trade Exhibitions (attached) are expressly acknowledged. Agreed place of jurisdiction is Freiburg i. Breisgau.

**Contracting Party:**

Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG,  
 Messe Freiburg, Neuer Messplatz 3, D-79108 Freiburg  
 Phone +49 761 3881 02, Telefax +49 761 3881 3006,  
 messe.freiburg@fwtm.de, www.messe.freiburg.de



Member of UFI, EVVC, FAMA, FKM and AUMA.

Officially registered at the Registry Court of Freiburg under HRA 4323.  
 Company Management Hanna Böhme

Place, Date \_\_\_\_\_

Company Seal, Legally Binding Signature \_\_\_\_\_

## CO-EXHIBITOR APPLICATION

(Please complete in full, tick as appropriate and send to the address below.)

As a main exhibitor we would like to register as co-exhibitor the company indicated on the right. Co-exhibitors need to be registered separately and approved by the organiser. Co-exhibitors are companies presenting their own products with their own staff at the stand of an exhibitor; their identity must be indicated by address signs or boards, exhibits or advertising material. The main exhibitor is responsible for co-exhibitors towards the trade fair organiser, paying the fee for the co-exhibitor and assuming liability for all damage or costs which the co-exhibitor may incur. Any advertisements for a brand, product, service or company not involved in the fair event is prohibited.

**For co-exhibitors who have not been registered, a subsequent service fee of € 200 shall be payable by the main exhibitor in addition to the mandatory co-exhibitor fee.**

Company will be listed in the directory of exhibitors under the letter:

### 1. ADDRESS FOR THE DIRECTORY OF EXHIBITORS

(Please be sure to fill in; there will be no further query!)

Company name \_\_\_\_\_

Free additional information (max. 50 characters) \_\_\_\_\_

Street \_\_\_\_\_

Country/Post Code/City \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Website \_\_\_\_\_

### 2. DIRECTORY OF EXHIBITORS (Please select ONE product group only.)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> soft drinks               | <input type="checkbox"/> coffee, tea & chocolate        | <input type="checkbox"/> wine, sparkling wine & spirits  |
| <input type="checkbox"/> bio-delicacies            | <input type="checkbox"/> pastry & confectionery         | _____  |
| <input type="checkbox"/> breweries & craftbeer     | <input type="checkbox"/> kitchens & accessories         | <input type="checkbox"/> We sell alcoholic beverages for direct consumption. (Fee: € 85 for 3 exhibition days) |
| <input type="checkbox"/> delicacies & specialities | <input type="checkbox"/> literature & culinary journeys | <input type="checkbox"/> We will serve free samples of alcoholic beverages.                                    |
| <input type="checkbox"/> gastronomy & catering     | <input type="checkbox"/> tobacco & cigars               |  |
| <input type="checkbox"/> home & living             | <input type="checkbox"/> vegetarian/vegan               |  |

### 3. WE WILL EXHIBIT THE FOLLOWING PRODUCTS

Exhibition products (mandatory, no admission without detailed declaration). This information will be published on plaza-culinaria.de.

(max. 150 characters)

### 4. WE ARE CO-EXHIBITORS AT THE STAND OF:

The rental costs and additional costs can be found in the attached „Special Fair Conditions“.

Only products actually presented at „Plaza Culinaria 2023“ may be registered. With this application, the „Special Fair Conditions“ for the Plaza Culinaria 2023, the information on data processing and the General Terms and Conditions for Exhibitions as released by Fachverband Messen und Ausstellungen e.V. German Association of Trade Exhibitions (attached) are expressly acknowledged. Agreed place of jurisdiction is Freiburg i. Breisgau.

Place, Date

Company Seal, Legally Binding Signature

#### Contracting Party:

Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG,  
Messe Freiburg, Neuer Messplatz 3, D-79108 Freiburg  
Phone +49 761 3881 02, Telefax +49 761 3881 3006,  
messe.freiburg@fwtm.de, www.messe.freiburg.de



Member of UFI, EVVC, FAMA, FKM and AUMA.  
Officially registered at the Registry Court of Freiburg under HRA 4323.  
Company Management Hanna Böhme

## Complete Fair-Stand System 1 and Market Stand

**Lighting:** Please observe that the number of lamps in the halls and foyer is reduced. Therefore separate lighting units are required for each stand.

### System 1



**Include:** Fair stand partition walls on the closed sides (height: 2.50 m), Carpet of own choice (blue, red, green, grey), sheeting and recycling included, Overhead clip-on lighting 100 W (1 unit per 3 m<sup>2</sup>).

## Market stand in the foyer

Not included are overhead clip-on lighting  
 Carpeting and stand partition walls are not required.

### Size options:

Market stand S: 2 metre width: 590 € (5 m<sup>2</sup>)  
 Market stand M: 2,5 metre width: 735 € (6,25 m<sup>2</sup>)  
 Market stand L: 3 metre width: 880 € (7,5 m<sup>2</sup>)

### Table top:

Depth: 0,90 m  
 Height: 0,80 m

plus communication package, professional association fee, waste disposal and scullery. If you are interested please hand in an application. The trade fair management will allocate the market stands.

**No early bird discount**  
**Limited number**



The rental costs and additional costs can be found in the attached „Special Fair Conditions“.

## General Conditions for the Exhibition

For the benefit of exhibitors and facilitation of business, the **General Terms and Conditions for Exhibitions of Fachverbandes Messen und Ausstellungen e. V.** (The Fairs and Exhibitions Trade Association reg. assoc.) apply to ascertain uniformly regulated provisions (see next page).

## Special exhibition terms & conditions of exhibitions

### Plaza Culinaria| 10. – 12. November 2023

**Location:** Messe Freiburg, Neuer Messplatz 1, 79108 Freiburg

#### Opening hours:

Friday, November 10, 2023, 2 p.m. – 10 p.m.  
Saturday, November 11, 2023, 10 a.m. – 10 p.m.  
Sunday, November 12, 2023, 10 a.m. – 7 p.m.

**Application deadline: October 6, 2023**

#### Pouring beverages and dishes

Please notice that the mandatory opening hours must be adhered. The food and beverages distribution must be taken place before 10 p.m. and before 7 p.m. on Sunday. Every exhibitor is obligated to request that their guests leave our premises after 10 p.m., or after 7 p.m. on Sunday. In case of non-compliance with the serving and food distribution times, we will charge a fee of € 300 will be charged.

#### Lighting

Please observe that the number of lamps in the halls and in the foyer is reduced and therefore **separate lighting units are required** for each stand.

Order via form no.6, exhibitor service record.

#### Stand rental / -design

Fair-stand partition walls (2.50m height) and carpeting / floor coverage are mandatory. The stand partition walls erected on loan by the Exhibition Management have a continuous height of 2.50 m. Exhibitors are required to maintain this height when setting up their own equipment. Any exceptions require the special approval of Fair Management. All materials used must be fire-resistant (DIN 4102). Concerning the design of the stands, fair management reserves the right to impose further conditions.

#### Minimum sizes

Row stand: from 9 sqm | Corner stand: from 21 sqm | Head / Block stand: from 40 sqm

#### Price for raw floor spaces

|                  |               |
|------------------|---------------|
| 9 – 20 sqm       | € 102 per sqm |
| 21 – 39 sqm      | € 99 per sqm  |
| more than 40 sqm | € 94 per sqm  |

#### Stand construction:

**System stand 1: 45 € / sqm**

**Stand partition wall | Octanorm: price on demand**

**Carpet\*: 10,50 € / sqm**

**PVC Unigrip\*: 14,50 € / sqm**

\*incl. foil covering, laying and disposal

Own stand concepts must be submitted to the Exhibition Management by **14 August 2023**, otherwise no admission will be granted.

**Stand allocation: Will be made by the exhibition management and subject to availability - can only be made after submission of the stand concept.**

#### Important note for stand construction

It is not allowed to fasten any objects with glue to the walls of the exhibition hall, any glass surfaces, or to the floor of the exhibition hall. Driving nails or drilling holes into the walls or into the floor is also prohibited. Eventual damages will be charged at the exhibitor's expense. Attachment of carpets to the floor of the exhibition hall is permitted only if a completely removable adhesive tape is used (DIN 18365), which is specially designed for carpets and PVC floor coverings.

#### Professional association fee

To preserve the interests and concerns of the industry sectors exhibiting at trade fairs and exhibitions and those of the event organisers, as well as to ensure quality assurance for the trade fair location of Germany, a professional association fee (€ 0,60/ sqm in the exhibition halls and 0,30/sqm open air ground)) is being charged to the exhibitors to support the work of the professional associations affiliated to the German trade fair business. The professional association fee is levied by and for the AUMA (Association of the German Trade Fair Industry), charged by the event organiser and paid directly to the AUMA\*.

#### Waste disposal

Exhibitor is responsible for the professional disposal of waste during assembling and dismantling of the fair. Exhibitors are asked to collect their garbage separated acc. to waste material type and place them in the corridors daily. The charges for waste disposal are €2,50 per m<sup>2</sup> occupied stand floor surface.

#### Obligatory communication package for exhibitors 90 €

**Co-exhibitor fee: 175 €**

**Company logo in the exhibitor directory (online): 50 €**

Co-exhibitors are companies that appear on an exhibitor's stand with their own personnel and their own products, whether by means of address or information boards, exhibits or advertising material. Co-exhibitors need to be registered separately and approved by the organiser. The main exhibitor is responsible for co-exhibitors towards the trade fair organiser, paying the fee for the co-exhibitor and assuming liability for all damage or costs which the co-exhibitor may incur. Any advertisements for a brand, product, service or company not involved in the fair event is prohibited. For co-exhibitors who have not been registered, a subsequent service fee of € 200 shall be payable by the main exhibitor in addition to the mandatory co-exhibitor fee.

**Scullery (compulsory): for three trade fair days €65**

**Rent (own) hand wash basin: for three trade fair days €142**

Prices for further services can be derived from the service brochure for Exhibitors. The Service Brochure incl. ordering forms is available in good time at [www.plaza-culinaria.de](http://www.plaza-culinaria.de).

#### Electrical installations

**Power installation, incl. consumption 119€ plus VAT (alternating current 230 V to 3 kW, single socket)**

Invoices shall be issued by the contracting party directly (StromIns-Land Gesellschaft für mobile Stromversorgung mbH) and must be paid promptly. Invoices must be checked without delay. Any complaints about the scope of invoiced deliveries and services must be made before the stand in question is dismantled to ensure that it can be properly inspected. All prices quoted exclude statutory VAT. Additional electrical installations must be ordered using the Exhibitor Service Manual from the intermediary (FWTM GmbH & Co. KG – Messe Freiburg) by the registration deadline stated in the Exhibitor Service Manual at the latest. Orders placed after this date are not guaranteed to be fulfilled. An additional processing fee of € 35,00 (net) will be charged per connection for orders placed after the registration deadline. All orders must contain a valid signature. StromInsLand Gesellschaft für mobile Stromversorgung mbH's connection and delivery conditions for electrical installations shall apply. These can be found in the Exhibitor Service Manual.

#### Stand assembly start

**Wednesday, November 8, 2023, 8 a.m. – 6 p.m.**

**Thursday, November 9, 2023, 8 a.m. – 6 p.m.**

**On Friday, November 10, 2023 set-up of stands will no longer be possible.** However, decoration work within the stand is allowed. In case any stand building has not commenced prior to Thursday, November 9 2023, 5 p.m., these stands will be set up and decorated at the expense of any exhibitor failing to do so, unless the stand must be disposed of otherwise. The renter is not entitled to claim compensation. Daily delivery of merchandise must be completed, at the latest, one half-hour prior to the beginning of the exhibition. Later deliveries are not permitted.

#### Additional stand assembly days

Should a longer set-up period be required due to special constructions, urgent cases shall allow the submission of an application in written form to Messe Freiburg for approval. This application must be received by Messe Freiburg at least 4 weeks prior to the commencement of the fair. The surcharges for an additional set-up day lasting from 8 a.m. to 5 p.m. are € 250. After 5 p.m., € 50 will be charged for each additional hour until maximally 10 p.m.

#### Dismantling of the fair stand

**Beginning on: Sunday, November 12, 2023, from 8 p.m.**

**Ending on: Monday, November 13, 2023, 6 p.m.**

All stands not dismantled at this time will be removed at the expense of the exhibitor. Fair Management does not assume any liability for damages or losses. The fair stands must be returned in proper condition. The exhibitor is liable for any damages of fair-stand equipment, of partition walls, the floor space and the premises. All materials used must be completely removed and the original condition restored.

#### Liability, Insurance

The Trade Fair Management urgently recommends that a personal insurance contract is closed for activities related to the exhibition, which also covers transport delivery and removal of exhibits and equipment, as well as a liability insurance covering personal and property damages. The organizer shall be liable for negligent violations of their obligations arising from the contract according to statutory rules. If they cannot be charged with gross negligence or intent, however, they shall only be liable for typical, foreseeable damage. In all other cases the organizer shall be liable if a legal representative or a leading employee has caused damage by intent or gross negligence. For all damages arising from injury of the body or health the relevant statutory rules shall apply. All other claims for damages arising from a breach of duty shall be excluded.

#### Staffing

Exhibitors are obliged to ensure that sufficient personnel are present at their stands during the trade fair opening hours. Failure to do so shall incur a penalty for breach of contract amounting to 25% of the stand area booked, or a minimum of € 500. The organisers shall collect this sum and shall reserve the right to exclude the exhibitor from future events.

#### Payment terms

The invoice is to be paid within eight days of receipt. Objections to calculation of the stand rental price may only be lodged within 8 days of receiving the invoice. **If payment is delayed, the exhibition management may, after issuing a reminder, use the space reserved for unpaid stands for other purposes without any further notice.**

Unless otherwise notified, invoices will be sent to the exhibitor and invoice address stated on page 1 under item 1. A subsequent change of the invoice address by the exhibitor is only possible after written notification to the organiser and only until the invoice is issued. After invoicing, a processing fee of € 100 per change and per invoice will be charged.

#### Rescission / Cancellation of the Agreement

If, following a binding registration or completed contract conclusion, the event organisers allow an exhibitor, by way of exception, to withdraw the registration or to cancel the contract, the exhibitor must pay FWTM a lump-sum as compensation (lump-sum damages). The amount of the lump-sum damages depends on the date on which FWTM receives written notification from the exhibitor that he wishes to withdraw from its binding registration or the conclusion of the contract.

Time of receipt of the written notification by the FWTM of the exhibitor's written notification: Less than three months before the first day of the fair/exhibition: 100%, less than five but three months or more before the first day of the fair/exhibition: 50%, five months or more before the first day of the fair/exhibition: 25%.

#### Special regulations

Exhibitors are responsible for compliance with fire, police and trade regulations. The operation of bio/ethanol fireplaces and fireplaces is prohibited, as is smoking inside the exhibition halls. **The use of gas bottles and gas-filled balloons inside the halls is prohibited.**

Double storey stands require the prior approval of the authorities responsible for this and the organiser. It is forbidden to distribute brochures, flyers or other advertisement material outside of the rented stand area. Gambling, games of chance, lotteries and raffles are expressly forbidden. Draws connected with entry tickets are also forbidden.

#### Information on compliance with hygiene regulations at catering stands

At stands where drinks are served and/or food is prepared or served, hand-washing basins with sufficient hot and cold water supplies, soap dispensers and hygienic hand-drying facilities (e.g. paper towels) must be available. Hand-washing sinks can be ordered via the service booklet or brought in yourself. The hand-washing facilities may not be used for other activities (e.g. washing dishes, cleaning salads). Our scullery with running hot and cold water is available for cleaning glasses. Open food offered for sale or tasting must be protected from contamination (e.g. spit shield). Food requiring refrigeration must be stored in such a way that the cold chain is not interrupted. Attention must be paid to proper labelling of the food offered regarding allergens and additives. Floor coverings should be waterproof, water repellent, and abrasion resistant. The floor area should be easy to clean and keep clean. The type of material does not matter.

#### Ban on disposable receptacles

The use of disposable receptacles is prohibited. Beverages may only be dispensed in reusable containers, e.g. glasses or bottles on which a deposit is charged. Cans, plastic cups or non-returnable bottles may not be used. Food may not be served on disposable plates or in disposable, portioned containers. Free samples may only be handed out in recyclable material. The sculleries are located behind the respective halls.

#### Calibration obligation

Please use only permitted, calibrated glasses when serving the following drinks: water, soft drinks, juice, wine, beer. Cocktails and milkshakes made from two drinks - mixed immediately before pouring. Cocktails and milkshakes made of three drinks, ready-mixed - no frozen or semi-frozen liquids. Mullied wine, grog, punch, children's punch. Vending machine drink (postmix/premix), smoothies.

Coffee, tea, cocoa or chocolate drinks, slush mixed with alcohol, e.g. Irish coffee, are exempt from this calibration requirement.

#### Serving Alcohol

Serving alcohol for money needs a gastronomic license (Costs: 85€ for 3 Exhibition days), except free samples. For that the exhibitor is responsible.

**The serving ends on Friday and Saturday at 10 pm and on Sunday at 7 pm.**

#### House rules

Fair Management reserves the right to issue house rules including further instructions, dates and forms, to be handed out at latest upon allocation of the stand.

**All prices are understood as net prices to which legal sales tax must be added.**

**Executive and legal responsibility** Management, organization, execution and legal responsibility:

#### Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG

|                        |                            |
|------------------------|----------------------------|
| Messe Freiburg         | Telefon: +49 761 3881 02   |
| Neuer Messplatz 3      | Telefax: +49 761 3881 3006 |
| 79108 Freiburg i. Br.  | www.messe.freiburg.de      |
| messe.freiburg@fwtm.de |                            |

In the name and for the account of Messe Freiburg Objektträger GmbH & Co. KG, Neuer Messplatz 3, 79108 Freiburg.

#### Your Contact Persons

Project Team:  
Team Plaza Culinaria  
Annette Lindner, Charlene Rohrer, Jenny Santo  
Phone: +49 761 3881 3300  
Email: [info@plaza-culinaria.de](mailto:info@plaza-culinaria.de)

[www.plaza-culinaria.de](http://www.plaza-culinaria.de)

## **DATA PROCESSING POLICY (Annex to the General Exhibition Conditions)**

### **1. Name and contact details of data controller and company data protection officer**

The data controller is FWTM Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG, represented by its managing directors, Hanna Böhme.

The data controller can be reached as follows:

Address: Neuer Messplatz 3, 79108 Freiburg  
Telephone: +49 761 3881 - 1100  
Fax: +49 761 3881 - 3127  
E-Mail: messe.freiburg@fwtm.de  
Internet: www.fwtm.freiburg.de

The data protection officer for FWTM Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG is our certified data protection officer and attorney, Marc E. Evers.

Our data protection officer can be reached as follows:

Address: Weilerstraße 9, 79252 Stegen  
E-Mail: [datenschutz@datasekure.de](mailto:datenschutz@datasekure.de)

### **2. Collection and retention of personal data, and nature and purpose of the use of these data**

#### **a. Collection of data in connection with event registration**

When you or your company register with us for an event, we collect the following information:

- company data (company name, address, tax numbers etc., as well as other information regarding the implementation of the event)
- personal data (title, name, email address, telephone number) of managing directors, heads of sales and marketing, officers, contacts.

This data is collected to enable us to:

- identify you as one of our exhibitors;
- provide appropriate services for you;
- contact you;
- invoice you;
- process any liability claims or assert any claims against you.

Your data are processed at your request; in accordance with Article 6 para. 1 sentence 1 (b) GDPR, this processing is necessary for the aforementioned purposes in order to ensure adequate organization of the event and the mutual fulfilment of obligations.

The personal data collected by us will be retained until the end of the statutory retention period, after which they will be deleted, unless we are obliged to retain the data for longer in accordance with Article 6 para. 1 sentence 1 (c) GDPR due to retention and documentation duties arising from tax or commercial law (the German Commercial Code HGB, German Criminal Code StGB or Fiscal Code of Germany AO), or unless you have given your consent to retention beyond this period in accordance with Article 6 para. 1 sentence 1 (a) GDPR.

The contact person who enters personal data of other participants/participants is independently responsible for ensuring that there is a sufficient basis according to Art. 6 DSGVO and accordingly permission from the person entered.

#### **b. Use of data in connection with subscriptions to our email newsletter**

When you subscribe to our newsletter, we will use the data which are necessary for this purpose or have been shared separately by you to regularly send you our email newsletter in accordance with your consent in accordance with Article 6 para. 1 sentence 1 (a.) GDPR. You can unsubscribe from our newsletter at any time, either by sending us a message using the contact details given above, or by clicking on the “unsubscribe” link in the newsletter. After unsubscribing we delete your e-mail address, as far as you have not expressly consented to a further use of your data or we reserve the right to further data use, which is permitted by law and about which we inform you in this statement.

#### **c. Use of data for email advertising in the absence of a newsletter subscription, and your right to object**

If we have obtained your email address in connection with the sale of a product or service and you have not objected, we reserve the right to regularly send you offers via email concerning products from our range which are similar to the item previously purchased. You can object to this use of your email address at any time by sending us a message using the contact details given above, or by clicking on the link provided for this purpose in the advertising email, without incurring any costs other than the transmission costs according to the basic rates. This serves to safeguard our legitimate interests, which are predominantly justified in the context of a weighing up of interests, in a promotional approach by our customers in accordance with Art. 6 para. 1 sentence 1 (f) DSGVO.

#### **d. Use of data for postal advertising, and your right to object**

Furthermore, we reserve the right to retain your name and surname, your postal address and – provided that we have received this additional information from you as part of the contractual relationship – your title, academic qualifications and professional title, industry description or trade name in databases or compiled lists, and to use this information for our own advertising purposes, for example to send interesting offers and information about our products by post. You can object to the retention and use of your data for these purposes at any time by sending us a message using the contact details given above. This serves to safeguard our legitimate interests, which are predominantly justified in the context of a weighing up of interests, in a promotional approach by our customers in accordance with Art. 6 para. 1 sentence 1 (f) DSGVO.

#### **e. Collection of images or videos of individuals at events**

Photos and videos are taken during events held in the rooms and open spaces used by Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG. As such, photos or videos may be taken in which individual visitors or organisers can be recognised. These photos and videos are collected for the purpose of presenting the events in brochures and press reports and on social media channels and FWTM websites.

This serves the purposes of our legitimate and, on balance, overriding interests in depicting the event for advertising purposes and in addressing our customers pursuant to Article 6 para. 1 sentence 1 (f) GDPR. We never use the data collected for the purpose of drawing conclusions about you.

You can find further explanations of your rights regarding photo and video recording under point 5 of this Privacy Policy.

### 3. Transfer of data to third parties

We will not transfer your personal data to third parties for any purposes other than those listed below.

Insofar as this is required in accordance with Article 6 para. 1 sentence 1 (b) GDPR for the organization of the event with you or for the protection of legitimate interests according to Art. 6 para. 1 s. 1 lit f GDPR or we are legally obliged to do so according to Art. 6 para. 1 s. 1 lit c GDPR, your personal data will be transferred to third parties. This includes, in particular, the processing by service providers employed by us, the transfer of these data to co-organisers and their representatives, as well as to companies or their representatives in the following fields:

- 1) Stand construction, service, technology, fittings
- 2) Ticketing, Registration
- 3) The media/publishers/communications/the internet
- 4) Authorities and other groups

These third parties may only use the transferred data for the purposes stated. Furthermore, we have - to the extent required by law - concluded a commissioned processing agreement with all of our service providers pursuant to Art. 28 GDPR. As part of these contracts, our service providers are also regularly audited by our data protection officer.

### 4. Rights of data subjects

You have the right:

- to withdraw the consent once given to us at any time, in accordance with Article 7 para. 3 GDPR. This means that we will not be allowed to continue the data processing for which the consent was originally given;
- to request information about your personal data which are processed by us, in accordance with Article 15 GDPR. In particular, you may request information about the processing purposes, the category of personal data, the categories of recipients to whom your data have been or are disclosed, the planned retention period, the existence of a right to correction, erasure, restriction of processing or objection, the existence of a right to make a complaint, the origin of your data, if they were not collected by us, and the existence of automated decision-making including profiling and any significant information regarding details of this;
- to request the immediate correction or completion of your personal data which are stored by us, in accordance with Article 16 GDPR;
- to request the erasure of your personal data which are stored by us, in accordance with Article 17 GDPR, insofar as the processing of these data is not required in order to exercise the right to freedom of expression and information, in order to fulfill a legal obligation, for reasons of public interest or in order to establish, exercise or defend legal claims;
  - to request a restriction on the processing of your personal data, in accordance with Article 18 GDPR, insofar as you

contest the accuracy of the data, the processing of the data is unlawful but you oppose their erasure and we no longer require the data but you require them for the establishment, exercise or defense of legal claims, or you have filed an objection against the processing of the data in accordance with Article 21 GDPR;

- to receive the personal data which you have provided to us, in a structured, commonly used and machine-readable format, or to request the transmission of these data to another controller, in accordance with Article 20 GDPR, and
- to lodge a complaint with a supervisory authority in accordance with Article 77 GDPR. As a general rule, you may lodge a complaint with the supervisory authority with jurisdiction over your habitual residence or place of work.

### 5. Right to object

Provided that your personal data are being processed on the basis of legitimate interests in accordance with Article 6 para. 1 sentence 1 (f) GDPR, you have the right to object to the processing of your personal data, in accordance with Article 21 GDPR, provided that there are reasons for this resulting from your particular situation.

To use your right to object, simply send an email to the address shown above.

As of 05/2021



# General trade fair and exhibition conditions of the FAMA Fachverband Messen und Ausstellungen e. V.

## 1. General

- 1.1 The following general trade fair and exhibition conditions from FAMA Fachverband Messen und Ausstellungen e. V. (hereinafter: "GTFEC") govern the legal relationship between the organiser of a trade fair/exhibition and the respective exhibitor. With its application, the exhibitor acknowledges these GTFEC, the "special trade fair and exhibition conditions" (hereinafter: "STFEC") and any applicable "house rules", which are valid for the respective trade fair/exhibition, as binding for itself and all employees working for it at the trade fair/exhibition.
- 1.2 The GTFEC may be supplemented or amended by the STFEC valid for the respective trade fair/exhibition. In the event of deviating provisions in the respective regulations, the following order of precedence shall apply:
  - The individual contractual agreement takes precedence over the STFEC;
  - the STFEC has priority over the GTFEC.
- 1.3 Any agreements deviating from the GTFEC and/or the STFEC must be made in text form to be legally effective. Any general terms and conditions of business of the exhibitor which conflict with the GTFEC and/or the STFEC shall not become part of the contract, even if they have not been expressly contradicted.
- 1.4 The organiser is entitled to demand payment for the provision of its services. The remuneration of the organiser includes all main and ancillary services provided by the organiser for the exhibitor for the execution of the event. The remuneration for the main services can be seen from the application and from the "special trade fair and exhibition conditions" and includes in particular the stand rent, planning and organisational services, the integration of the exhibitor into the advertising concept of the trade fair/exhibition, the mediation of event-related contracts with third parties, the provision of event-related services and stand construction services to be provided by the organiser. Additional costs for ancillary services provided at the request of the exhibitor, such as in particular the provision of supply systems required for the purchase of gas, water, electricity, internet or other telecommunications, additional stand construction services or the rental of furniture, are part of the organiser's remuneration. Services provided to the exhibitor by third parties in connection with the event are not part of the contractual obligations of the organiser, nor are they part of the remuneration of the organiser, even if the provision of these services was arranged by the organiser. The trade association fee shall be calculated net per square metre provided and shown separately on the total invoice for remuneration. The trade association fee is not part of the remuneration of the organiser.

## 2. Registration

- 2.1 Registration for participation in the event is made using the legally signed registration form. In the case of registration by using an online form, the registration is also valid without signature by sending it to the organiser.
- 2.2 Any conditions and/or reservations made by the exhibitor in the course of registration, such as the exact position of the stand or exclusivity in a product group, are inadmissible and irrelevant for the conclusion of the contract. They shall only become legally effective if they are individually confirmed in writing by the organiser before or at the time of conclusion of the contract.
- 2.3 The registration constitutes an offer by the exhibitor, to which the exhibitor is bound until 8 days after the registration deadline announced in the STFEC, at the latest until 6 weeks before the opening of the trade fair/exhibition, unless admission has been granted in the meantime. The exhibitor shall be bound for 14 days by applications received after the closing date for applications or 6 weeks before the opening of the trade fair/exhibition.

## 3. Admission/conclusion of contract

- 3.1 Upon receipt of the confirmation of admission or the invoice by the exhibitor, by letter, fax or electronic transmission (e.g. by e-mail), the contract between the organiser and the exhibitor is concluded (hereinafter: "contract of participation"). The organiser shall decide on the admission of the exhibitors and the individual exhibits, if necessary, with the assistance of a trade fair/exhibition advisory board or the trade fair/exhibition committee.
- 3.2 The organiser may exclude individual exhibitors from participation for objectively justified reasons, in particular if the available space is insufficient. If it is necessary to achieve the purpose of the event, it may restrict the event to certain groups of exhibitors, suppliers and visitors. Exclusion of competitors may neither be demanded nor promised.
- 3.3 Ordinary termination of the participation contract is excluded, whereby the right to extraordinary termination remains unaffected. In particular, the organiser is entitled to provide extraordinary termination of the participation contract without notice for good cause if the conditions for the exhibitor's admission subsequently cease to apply or are no longer fulfilled, and if the exhibitor is in persistent default of payment despite two reminders. An important reason is also given if the organiser determines that the execution of the trade fair/exhibition is not economically reasonable due to lack of participation. In the event of an extraordinary termination for which the exhibitor is responsible, the organiser is entitled to demand an amount equivalent to 50% of the remuneration as defined in item 1.4. as lump-sum compensation.
- 3.4 At the request of the exhibitor, its dismissal from the participation contract is possible (see item 4.). The organiser is not obliged to do so.
- 3.5 The goods or exhibits to be exhibited must comply with the nomenclature of the trade fair/exhibition. The exhibition of goods that have not been registered or approved is not permitted.

## 4. Release from the contract

- 4.1 If, in exceptional cases, the organiser grants a release from the contract after binding registration or admission, the exhibitor shall pay 25% of the organiser's remuneration (in accordance with item 1.4.) as compensation. In the specific case, the exhibitor is expressly granted the right to prove that the organiser has suffered no or lower damages.
- 4.2 Item 4.1. does not exclude the assertion of a higher damage actually incurred by the organiser. In this respect, the organiser has the right to choose whether to claim the flat rate according to item 4.1. or the actual damage incurred.
- 4.3 The application for release from the contract can only be made in writing. It is only legally effective if the organiser also provides its consent in writing. The organiser can make the dismissal from the contract subject to the condition that the allocated stand space can be used for other purposes. The reallocation of the stand space to another exhibitor then corresponds to a release from the contract.

## 5. Force majeure

- 5.1 If, after conclusion of the contract, it becomes impossible for the exhibitor to participate in the trade fair/exhibition due to circumstances for which neither the organiser nor the exhibitor is responsible and which the exhibitor could neither foresee nor avert, the exhibitor shall be entitled to dismissal from the contract, whereby the provision of item 4.1. of these GTFEC shall apply accordingly.
- 5.2 The organiser is entitled to cancel the trade fair/exhibition for good cause, to postpone the trade fair/exhibition in time and/or space, or to shorten the trade fair/exhibition. An important reason is given in particular if the execution of the trade fair/exhibition becomes objectively impossible at the originally set time due to an external unforeseeable event of force majeure that cannot be averted even with the utmost care (force majeure event). An event of force majeure shall be deemed equivalent to cases in which it becomes objectively impossible to hold the trade fair/exhibition at the originally stipulated time due to an official order, decree or measure for which neither the organiser nor the exhibitor is responsible, or which is not under state or federal law.
- 5.3 In the event that the trade fair/exhibition is shortened for good cause in accordance with item 5.2., the exhibitor shall only be entitled to a pro-rata refund of the remuneration in accordance with item 1.4. if the shortening results in the loss of more than 35% of the original duration of the trade fair/exhibition.
- 5.4 In the event of cancellation of the trade fair/exhibition for good cause in accordance with item 5.2., the organiser and the exhibitor shall be released from their contractual obligations. The contract shall be rescinded, and the organiser shall be entitled to demand from the exhibitor compensation for a reasonable share of the costs incurred in preparing the event and compensation for services already rendered. The amount to be paid by the exhibitor in this respect shall be calculated on the basis of the costs already incurred by the organiser up to the time of cancellation of the event, which shall then be divided in the ratio of the stand space individually rented by the exhibitor to the total net exhibition space. The amount thus determined may not exceed 25% of the remuneration as defined in item 1.4.
- 5.5 In the event that the trade fair/exhibition is postponed in terms of location and/or time for good cause in accordance with item 5.2., the contractual relationship shall continue to exist and the exhibitor shall remain bound by it. The contract is deemed to have been concluded for the relocated trade fair/exhibition. If the exhibitor provides evidence that it is objectively impossible for it to participate on the alternative date and/or place, the exhibitor shall be entitled to be released from the contract, whereby the provision of item 4.1. of these GTFEC shall apply accordingly.
- 5.6 In the cases of items 5.3., 5.4. and 5.5., the assertion of other claims for damages is excluded for both contracting parties, unless these are based on gross negligence or intent on the part of the contracting party claimed or its vicarious agents.
- 5.7 If, as a consequence of one of the events described in item 5.2., the execution of the trade fair/exhibition is subsequently made subject to compliance with public law requirements, the restrictions associated with the implementation of these requirements do not entitle the exhibitor to reduce the remuneration of the organiser or to withdraw from the contract.

## 6. Stand allocation

- 6.1 The stand allocation is made by the organiser according to aspects given by the concept and the trade fair and exhibition theme, whereby the date of receipt of the application is not decisive. The stand allocation will be communicated to the exhibitor in text form, including the hall and stand number.
- 6.2 Special wishes of the exhibitor will be taken into account as far as possible when allocating the stand; however, there is no legal obligation to do so.
- 6.3 The organiser is entitled to change the registered area for conceptual reasons. In particular, the area may be changed in order to achieve the specified minimum dimensions of the stand and must otherwise take the interests of the exhibitor adequately into account.
- 6.4 Complaints by the exhibitor against the stand allocation must be made in text form within 8 days of receipt.
- 6.5 The exhibitor must expect that for technical reasons a minor restriction of the allocated stand space will be necessary. This restriction may not exceed 3% of the stand space and does not entitle the exhibitor to a reduction of the remuneration. This does not apply to stands expressly registered as finished or system stands. The organiser reserves the right to relocate the entrances and exits, the emergency exits and the passageways.
- 6.6 A relocation of the stand area after the stand allocation has been carried out and completed may only take place for compelling reasons. The organiser must allocate a stand area of equal value to the exhibitor concerned as a replacement. In this case, the exhibitor is entitled to object to the newly allocated stand area within 8 days of receipt of the notification of the relocation, in accordance with item 6.3. An exception to this is the relocation of a stand by a few metres in the same hall.
- 6.7 If, in cases covered by item 6.5., it is not possible for the organiser to allocate a stand area of as equal value as possible to the exhibitor concerned as a replacement, the exhibitor shall be entitled to withdraw from the contract. In this case, the remuneration already paid in accordance with item 1.4. must be refunded to the exhibitor, whereby the right to assert claims for damages is otherwise excluded. The withdrawal must be made in text form.
- 6.8 All other subsequent changes to the stand allocation, e.g. with regard to the type or dimensions of the stand, shall be notified by the organiser to the exhibitor concerned without delay.
- 6.9 If the organiser is entitled to use the stand space for other purposes after the stand allocation has been made in accordance with the STFEC or these GTFEC, it is at the free discretion of the organiser to decide how to carry out this utilisation in the interest of the overall appearance of the event and the interests of the other exhibitors. In particular, it may, with the consent of other exhibitors, relocate them to the unoccupied stand area or fill the stand decoratively in some other way. In this case, the exhibitor to whom the space was originally allocated shall not be entitled to a reduction of the remuneration. The costs incurred for decorating or filling the unoccupied stand shall be borne by this exhibitor.



## 7. Transfer of the stand to third parties, sale for third parties, co-exhibitors

- 7.1 The exhibitor shall not be entitled to transfer the stand space allocated to it to third parties, either in whole or in part, free of charge or in return for payment, or to exchange it with another exhibitor without the prior express consent of the organiser in text form.
- 7.2 The inclusion of a co-exhibitor is only permitted if it has been registered by the exhibitor before the event and approved by the organiser in text form. The main exhibitor and the co-exhibitors of a stand must name a joint representative in the application. Notifications and declarations made by the organiser to the named representative are deemed to have been made and received by all co-exhibitors. In the event of the admission of co-exhibitors, all co-exhibitors are jointly and severally liable for the remuneration of the organiser.
- 7.3 The representation of additionally represented companies, which have economic goods presented on the stand of an exhibitor without their own personnel, is only permitted if this has been registered by the exhibitor prior to the event and approved by the organiser in text form. Additionally represented companies must be marked as such in the list of exhibitors.

## 8. Payment terms

- 8.1 Of the remuneration to be paid by the exhibitor to the organiser, 50% shall be paid within 30 days of the invoice date, the remainder up to 6 weeks before the opening, unless otherwise agreed in writing or stipulated in the "special trade fair and exhibition conditions".
- 8.2 Invoices issued later than 6 weeks before opening are payable in full immediately.
- 8.3 After the due date, the organiser is entitled to charge interest on arrears. This is based on the legal provisions of § 288 BGB. The organiser reserves the right to prove higher damages caused by delay.
- 8.4 The organiser can dispose otherwise of unpaid or incompletely paid stands within the meaning of item 6.9, after unsuccessful reminder with appropriate notice. In this case, it may refuse to hand over the stand and issue the exhibitor passes.
- 8.5 For all unfulfilled obligations and the resulting costs, the organiser is entitled to a lien on the trade fair/exhibition objects brought in. The organiser is not liable for any damage or loss of the pledged objects through no fault of its own and may sell them on the open market after giving written notice. It is assumed that all objects brought in by the exhibitor are the unrestricted property of the exhibitor.

## 9. Design and equipment of the stands

- 9.1 The name and address of the stand owner must be displayed on the stand in a way that is recognisable to everyone for the entire duration of the event.
- 9.2 The exhibitor is responsible for equipping the stands within the framework of the uniform construction provided by the organiser, if applicable.
- 9.3 If the exhibitor builds its own stand, it may be required to submit dimensionally accurate designs to the organiser for approval before work begins. The use of prefabricated or system stands must be expressly noted in the application. The companies commissioned with the design or construction shall be notified to the organiser.
- 9.4 Exceeding the stand limits is not permitted in any case. Exceeding the prescribed construction height requires the express permission of the organiser.
- 9.5 The organiser can demand that trade fair/exhibition stands whose construction has not been approved or which do not comply with the exhibition conditions be changed or removed. If the exhibitor does not comply with the request, the removal or alteration may be carried out by the organiser at the expense of the exhibitor. If the stand must be closed for the same reason, there is no entitlement to reimbursement of the fee.

## 10. Advertising

- 10.1 Advertising of any kind, in particular the distribution of advertising material and printed matter and the addressing of visitors, is only permitted within the exhibitor's own stand.
- 10.2 The operation of loudspeaker systems, music/photo presentations and AV media of any kind – also for advertising purposes – by the exhibitor requires the express permission of the organiser and must be registered in good time in advance.
- 10.3 In the interest of maintaining orderly trade fair/exhibition operations, the demonstration of machines, acoustic equipment, photographic equipment and fashions, also for advertising purposes, may be restricted or revoked even after permission has already been granted.

## 11. Installation

- 11.1 The exhibitor shall be obliged to complete the stand within the periods specified in the "special trade fair and exhibition conditions". If construction of the stand has not begun by 12 noon on the day before the opening, the organiser may dispose of the stand otherwise in accordance with item 6.9. Claims for damages by the exhibitor are excluded in any case.
- 11.2 Complaints about the location, type or size of the stand made by the exhibitor during construction must be notified to the organiser immediately in text form.
- 11.3 All materials used for construction must be flame resistant.

## 12. Operation of the stand

- 12.1 The exhibitor is obliged to occupy the stand with the registered exhibits for the entire duration of the trade fair/exhibition and to keep it manned with competent personnel.
- 12.2 Cleaning of the stands is the responsibility of the exhibitor and must be carried out daily after the end of the trade fair/exhibition. The organiser is responsible for cleaning the rest of the site, the other parts of the hall and the aisles.
- 12.3 It is the exhibitor's responsibility to operate its stand in a sustainable manner and to avoid rubbish and waste. The guidelines for the disposal concept of the organiser and for the handling of garbage and waste result from the STFEC.
- 12.4 All exhibitors are obliged to show consideration for each other, for the organiser and for the visitors during the course of the trade fair/exhibition, as well as during assembly and dismantling. The organiser is entitled to set up precise regulations in the STFEC and/or the "house rules" to ensure mutual consideration and to take appropriate measures, up to and including extraordinary termination of the participation contract, if an exhibitor persistently violates the requirement of consideration after prior warning.

## 13. Dismantling

- 13.1 No stand may be completely or partially vacated before the end of the trade fair/exhibition. Exhibitors who violate this rule forfeit a contractual penalty to the organiser in the amount of half the net remuneration. Further claims for damages remain unaffected.
- 13.2 The trade fair/exhibition objects may not be removed after the trade fair/exhibition has ended if the organiser has asserted his lien. If the trade fair/exhibition objects are nevertheless removed, this shall be deemed a breach of the lien.

13.3 The exhibitor shall be liable for damage to the floor, walls and the material provided. The trade fair/exhibition space must be returned in the condition in which it was taken over, at the latest by the date set for completion of dismantling. Any material, foundations, excavations and damage must be properly removed. Otherwise, the organiser is entitled to have this work carried out at the expense of the exhibitor.

13.4 Stands not dismantled after the date set for dismantling or exhibition objects not removed will be removed by the organiser at the expense of the exhibitor and stored with the exhibition forwarding agent, excluding liability for loss and damage.

## 14. Connections

- 14.1 The general lighting of the event area as a whole shall be provided by the organiser.
- 14.2 If the exhibitor wishes to have supply connections for electricity, water, compressed air or gas, these must be announced at the time of registration. Installation of the connections and actual consumption shall be at the expense of the exhibitor. In the case of ring lines, the costs will be shared proportionately among the participating exhibitors.
- 14.3 All installations, in particular all installations of connections, may only be carried out by companies approved by the organiser. Unless otherwise provided for in the STFEC, these companies receive all orders through the mediation of the organiser and perform their services directly for and on account of the exhibitor.
- 14.4 Connections and equipment which do not comply with the relevant regulations, do not have the necessary tests and/or certificates or whose consumption is significantly higher than reported, can be removed or put out of operation by the organiser at the exhibitor's expense.
- 14.5 The exhibitor shall be liable for all damage caused by the use of connections that have not been registered and/or have not been made by companies approved by the organiser. The organiser shall not be liable for interruptions or fluctuations in performance of the electricity, water/wastewater, gas and compressed air supply.

## 15. Security

- 15.1 The general surveillance of the site and the halls in the form of access and entry controls is the responsibility of the organiser, without liability for loss or damage to stand construction material and/or exhibits.
- 15.2 The exhibitor itself is responsible for the supervision and guarding of the stand. This also applies during the construction and dismantling periods. Special guards, e.g. at night-time, are permitted with the approval of the organiser.

## 16. Liability

- 16.1 The exhibitor and its employees and vicarious agents are not liable for damage resulting from slightly negligent breaches of duty.
- 16.2 This does not apply to damage resulting in loss of life, physical injury or health impairment or avoidance of guarantees as well as claims under the Product Liability Act.
- 16.3 Furthermore, liability for the breach of obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the exhibitor may regularly rely (cardinal obligation), remains unaffected.
- 16.4 In the cases of items 16.2. and 16.3., the organiser is liable in accordance with the statutory provisions. In the event of a breach of a cardinal obligation within the meaning of item 16.3., the liability of the organiser is limited to foreseeable, typical damage, excluding liability for consequential damage.
- 16.5 Exhibitors are strongly advised to insure their trade fair/exhibition objects and their liability at their own expense.

## 17. Image rights and other industrial property rights

- 17.1 Commercial photography, drawing and filming within the trade fair/exhibition site is only permitted to companies and persons authorised by the organiser.
- 17.2 Any photo coverage of the trade fair/exhibition in the press, radio and digital media requires prior accreditation by the organiser.
- 17.3 The organiser is entitled to produce photographs, drawings and film recordings for the purposes of self-promotion during the event. The publication of illustrations of individual exhibits requires the prior consent of the exhibitor.
- 17.4 All advertising and press materials (logos, photographs, plans, etc.) provided by the organiser may only be used for the purpose of the exhibitor's own advertising with its participation in the trade fair/exhibition or for the purpose of reporting in the press, radio and digital media.
- 17.5 It is prohibited to show exhibits which violate the copyrights, trademark, design, patent or other industrial property rights applicable at the location of the trade fair/exhibition. In the event of a proven violation of the above provision, the organiser is entitled to terminate the contractual relationship in accordance with item 3.3. for good cause.
- 17.6 If the organiser is directly held liable by the owner of an industrial property right which is infringed by an exhibit of an exhibitor, the organiser can demand that the exhibitor indemnify the organiser against the costs of its legal defence in this regard.

## 18. Domiciliary rights

- 18.1 During the event, the organiser exercises the sole domiciliary rights on the trade fair/exhibition site and may issue house rules.
- 18.2 Exhibitors and their employees may only enter the grounds and halls at the times specified in the STFEC on a daily basis and must have left the halls and grounds at the latest at the corresponding times.
- 18.3 An extension and/or shortening of the times according to item 18.2. is possible in individual cases with the prior consent of the organiser. It is prohibited to spend the night on the grounds.

## 19. Limitation period

- 19.1 Exhibitors' claims against the organiser are subject to a limitation period of one year, beginning at the end of the month in which the last day of the trade fair/exhibition falls.
- 19.2 All claims of the exhibitors against the organiser must be asserted in text form within a preclusive period of six months, beginning at the end of the month in which the last day of the trade fair/exhibition falls.
- 19.3 The provisions of the above two paragraphs shall not apply if the organiser, its employees or vicarious agents are guilty of intentional or grossly negligent conduct or the liability of the organiser is based on the statutory provisions in accordance with item 16.4.

## 20. Place of performance and place of jurisdiction

- 20.1 Place of performance and jurisdiction is the domicile of the organiser, even if claims are asserted in legal dunning proceedings, unless otherwise stipulated in the STFEC.
- 20.2 The organiser shall also have the right to assert its claims in court at the exhibitor's registered office or at the place where the trade fair/exhibition is held.