

Special Conditions of Participation

for events organised by

Karlsruher Messe- und Kongress GmbH
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22. – 25.02.2024

01. Event

art KARLSRUHE 2024

Klassische Moderne und Gegenwartskunst

02. Organiser

Karlsruher Messe- und Kongress GmbH (Karlsruhe Trade Fair Centre)
P.O.B. 12 08, D-76002 Karlsruhe, Germany

03. Date and venue

22 to 25 February 2024, Karlsruhe Trade Fair Centre

Opening hours:

22 to 24 February 2024: 11 a.m. – 7 p.m.,

25 February 2024: 11 a.m. – 6 p.m.

Preview: 21 February 2024, 2 p.m. – 7 p.m.

Status: July 2023, subject to change

04. Setup and Takedown Times:

Setup:

19 and 20 February 2024: 8 a.m. – 9 p.m.

21 February 8 a.m. – 1 p.m.

Takedown:

25 February 2024: 6 p.m. – midnight

26 February 2024: 7 a.m. – 10 p.m.

05. Application/admission

Applications must be made on the enclosed application form and sent in a legally binding form by post or scanned to Karlsruher Messe- und Kongress GmbH. The application to participate in art KARLSRUHE is valid only if the organiser has received the application form together with the required documents (item 6 ff.) as well as the signed application confirmation by **September 25, 2023**.

The exhibitor shall make a copy for his/her records. After receipt of his/her application, the exhibitor will receive an application confirmation for signature, which does not yet constitute an admission.

The sending or handing out of the application forms by the organiser does not constitute an express invitation of your gallery to art KARLSRUHE and does not constitute a claim to admission.

5.1. The organiser will decide on admission to art KARLSRUHE in consultation with the chairperson of the advisory board and the advisory board within six weeks of the closing date for applications. The exhibitor will receive written notification of admission or rejection. With the written admission, the exhibition contract between the organiser and the applicant is concluded. If the content of the admission differs from the content of the application, the contract shall be concluded in accordance with the admission. The same applies if the event must be rescheduled or relocated and the changes are reasonable for the applicant.

5.2. Admission shall not give rise to any claims for any subsequent trade fairs. In particular, the organiser shall not be obliged to send the applicant unsolicited application documents for future events or to inform the applicant of application deadlines or changes in this regard.

5.3. Any reservations or requests for special placement expressed on the application form cannot be accepted as a condition for participation; in particular, admission to art KARLSRUHE does not imply acceptance of such reservations or placement requests. The decision on the final placement is the responsibility of the chairperson of the advisory board and the advisory committee and will be communicated to the exhibitor in writing in the form of the stand confirmation after completion of planning for the hall layout.

Application deadline: **25 September 2023**

06. Admission requirements

The fundamental prerequisite for admission is that the exhibitor operates a gallery in Germany or abroad, which works professionally and whose range of products and form of presentation both in the gallery's rooms and at trade fairs and exhibitions meet the standards of the trade fair.

6.1. Only galleries that provide proof of permanent gallery activity in accordance with the following requirements will be admitted: a) Applicants must prove that they carry out ongoing gallery activity

- in their own exhibition rooms

- with regular opening hours

b) in addition, the applicant must provide evidence of holding at least four exhibitions per year on the premises of the gallery under which the applicant has registered.

c) In general, art agents who do not operate their own gallery, purely online galleries and self-marketers are not admitted.

6.2. The exhibition programme for the fair must be precisely designated

on the application and must correspond to the gallery's range of offers. Artists other than those registered and admitted may not be admitted to the exhibition. Subsequent changes to the exhibition programme are possible only in exceptional cases and with the approval of the Trade Fair Centre's management.

6.3. All necessary information and documents must be received by Karlsruher Messe- und Kongress GmbH by the date specified under item 5. Please note that only German and English documents can be considered. The application must include the following documents in particular:

- Fully completed application form

- List of informative web links to further information, biographical data and images of the registered artists. Alternatively, this information can be submitted as a PDF file. This should contain a clearly structured short vita of the registered artists, examples of works (max. five images with complete information on title, technique, dimensions and year of creation).

- Confirmed receipt of the application fee (see 9.)

The entry form and the artist's documents may be sent in electronic form (as a PDF) or by post.

07. Principles for the decision on admission

7.1. The fair/exhibition management shall decide on admission in consultation with the chairperson of the advisory board and the advisory board on the basis of the documents received by the date specified under item 5. The advisory board is not obliged to carry out additional research. Any conditions for admission formulated by the advisory board will be communicated to the applicant in writing and are binding upon receipt of the written admission. The exhibition contract shall only be deemed to have been bindingly concluded upon admission (in accordance with item 5). The exhibition management, the chairperson of the advisory board or the advisory board are not obliged to explain the reasons for any rejection to an applicant or to explain them in writing.

7.2. A gallery shall be excluded from participation if, at a previous art KARLSRUHE, the applicant violated the agreements made with the fair (such as the General Terms and Conditions of Contract, the Special Terms and Conditions of Participation, the requirements and conditions of the Fair Advisory Board, the approved programme, the number of artists presented), has not fulfilled payment obligations to Karlsruher Messe- und Kongress GmbH, or has not done so in a timely manner.

7.3. The trade fair / exhibition management is entitled to revoke admission if the conditions for admission are not met or are no longer met. If the exhibitor deviates from the information in the application without the written approval of the trade fair / exhibition management, the trade fair / exhibition management may also exclude the exhibitor from participation in the trade fair at short notice, without observing deadlines. Claims for damages by the exhibitor against the organiser cannot be derived from this exclusion.

08. Participation fees

The prices stated on pages 3 and 4 of the application forms shall apply.

09. Application fee

A one-off application fee of €200 (plus VAT) will be charged for the processing of the application. The invoice for the application fee will be sent by email. All bank charges will be borne by the applicant. The application will not be examined by only Karlsruhe Trade Fair Centre until after the required application documents and the application fee have been received in full. The application fee will not be refunded if the application is rejected or the event is cancelled.

10. Withdrawal

Once admission has been granted, withdrawal from the contract by the exhibitor is not possible outside the statutory provisions and the following regulations.

If the admitted exhibitor cancels his participation

- by 1 December 2023 or declares his withdrawal or termination of the contract, an expense allowance of 25% of the stand area shall be paid if the allocated stand area can be rented to another party. If it is not possible to rent the allocated stand area to another party, the exhibitor must pay the full cost of the stand area and the ancillary costs incurred by the organiser up to this point.

- after 1 December 2023, he/she shall bear the full cost of the stand area and the ancillary costs incurred by the organiser up to this date. The organiser is not obliged to admit a substitute participant proposed by the exhibitor.

In order to avert danger and if there are technical or safety-relevant reasons, the trade fair / exhibition management may not permit or may prohibit an exhibit or demonstration planned by the exhibitor, even at short notice. The discretionary decision by the trade fair / exhibition management in this respect is binding. In this case, withdrawal by the exhibitor is excluded, and the exhibitor is responsible for redesigning or changing the use of his/her stand area in consultation with the trade fair / exhibition management. Non-approved goods may be removed by Karlsruher Messe- und Kongress GmbH at the exhibitor's expense without further notice.

Please note the cancellation fees applicable to services

a) upon receipt of the notice of cancellation from four weeks to eight days before the official start of construction (according to special conditions of participation): 50% of the agreed net prices,

b) if the cancellation is received seven days or less before the official start of construction (in accordance with special conditions of participation): 100% of the agreed net prices is to be paid for stand construction/services

11. Force majeure, reservations of services

11.1 Force majeure is an event having a massive external impact on the contractual relationship, which is unforeseeable according to human insight and experience, and which cannot be prevented or rendered harmless by economically acceptable means, even by exercising the utmost care that could reasonably be expected in the circumstances. In the event of "force majeure", Karlsruhe Trade Fair Centre shall be entitled to postpone, shorten, extend or restrict the event in whole or in part, and to close it temporarily or permanently. In such a case, the exhibitor shall not be entitled to claim damages from Karlsruhe Trade Fair Centre. Services already provided can be settled against Karlsruhe Trade Fair Centre, provided that these costs have already been covered by corresponding income or can be asserted and enforced against the exhibitor in accordance with legal regulations and contractual agreements. The following shall also be deemed equivalent to a case of force majeure

a) the interruption or not merely minor restriction of an adequate supply of electricity, gas or water, insofar as this is not only of short duration or is the fault of Karlsruhe Trade Fair Centre,

b) with regard to the occurrence and further development of pandemics in accordance with the Infection Protection Act (IfSG).

11.2 In the event of the postponement of the event or for any other reason up to one year, the contractual relationship between the parties shall remain unchanged, unless the exhibitor or Karlsruhe Trade Fair Centre declares in text form to the other contracting party, within 14 days of notification of the postponement, that it is unreasonable to continue with the contract. The reasons for the unreasonableness must be explained in full. The standard of assessment is based on section 313 (1) BGB. If the other contracting party does not subsequently object in text form within seven days, the reasons for unreasonableness shall be deemed to have been accepted.

12. Sale/distribution

The sale and/or distribution of goods and services is permitted only insofar as these are listed in the admission and the sale/distribution takes place on the rented stand area. The exhibitor shall comply with the statutory provisions, in particular the law on price labelling. Obtaining and complying with any necessary official permits (such as trade and health permits) is the sole responsibility of the exhibitor. The exhibitor shall be responsible for complying with the provisions of import and export law, including the tax obligations in this regard. Violations entitle Karlsruhe Trade Fair Centre, after prior warning, to close the stand immediately and to exclude the exhibitor from participation in the event and, if applicable, in subsequent events. This shall not affect the exhibitor's liability for the full participation fee; the exhibitor shall not be entitled to claim damages in this respect.

13. Stand area – Standard

The minimum area is 50 m². The Standard stand area is intended for the presentation of the registered gallery's programme (several artists). If the desired stand size is 50 m², a maximum of six artists may be registered.

up to 25 m² - max. 3 artists

up to 50 m² - max. of 6 artists

up to 75 m² - max. of 8 artists

up to 100 m² - max. of 10 artists

from 150 m² - max. of 14 artists

14. Stand area – Newcomer

The Newcomer category can be booked by galleries that were established in 2020 or thereafter. The use of the Newcomer offer is limited to a maximum of three participations at art KARLSRUHE. The minimum stand size in the Newcomer area is 25 m².

15. Stand area – Paper Square Gallery

This category is bookable by galleries with a focus on works with the medium of paper. Only works with the medium of paper may be exhibited. Stand construction and equipment will be provided by Karlsruhe Trade Fair Centre.

16. Special area – One-Artist-Show

It is possible to present a One-Artist-Show on a stand area of at least 50 m². The minimum area per One-Artist-Show is 25 m². **Only one** One Artist Show (one artist on 25 - 75 m²) per gallery can be registered for the award and the subsidised space. In the case of a gallery programme and One-Artist-Show in combination, a structural demarcation is mandatory. The best One-Artist-Show will win the art KARLSRUHE prize, awarded by the State of Baden-Württemberg and the City of Karlsruhe. The prize money will be used to purchase artworks valued at €15,000.

17. Special area – Re:discover

All participants admitted in the Standard section can apply for a free 25 m² promotional bunk within their stand with the suggestion of an artistic position that merits rediscovery. Detailed information on the Re:discover funding programme as well as the application conditions can be found in the Re:discover application documents.

18. Special area – Friends

The applying contractual partner of Karlsruhe Trade Fair Centre (main exhibitor) is given the opportunity to present a gallery, with which the applying partner cultivates a friendly relationship, as a co-exhibitor at the applying partner's stand. The basic prerequisite is the booking of a total of at least 75m² stand area Standard. The special Friends price is limited to a maximum of 25 m² within this stand area. Only one Friend can be registered. The co-exhibitor must be presented to Karlsruhe Trade Fair Centre / the Advisory Board in the application procedure and must meet the admission requirements (6). The main exhibitor remains the contractual partner and contact person. Invoices will be issued only to the main exhibitor. The participation of the co-exhibitor as a Friend is limited to a maximum of three editions of art KARLSRUHE.

19. Special area – Paper Square PLUS

Paper Square PLUS is a special exhibition format for works on paper. It can only be booked in conjunction with a Standard or Newcomer stand area.

20. Sculpture Area

A Sculpture Area can be booked only in conjunction with a Standard gallery area. The Sculpture Area measures 10x10 m and is reserved for the presentation of one or maximally two artists. Large-format statements, installations, sculptures and three-dimensional art are to be shown here.

When booking a Sculpture Area, the gallery also receives the option of a free presentation space for a work by the registered artist in the Sculpture Garden of the fair (atrium).

The best Sculpture Area will win the Loth Sculpture Prize of the L-Bank, which is endowed with €20,000.

21. Sculpture Garden (outdoors)

Booking of a Sculpture Spot for the placement of a sculpture in the Sculpture Garden of the fair (atrium). This service is bookable as long as space remains available.

22. Sculpture Spot (circuit, indoors)

Placement of a sculpture in the circuit (indoors, aisles between the halls). This service is bookable as long as space remains available.

23. Design and equipment

A basic set of partition walls for the stand is already included in the stand rental fee (see page 5 of the application forms). Additional partition walls can be ordered at an extra charge. You can find the access data in the Online Service Centre (OSC).

For safety reasons, the stand partition walls can be secured by supporting walls during basic stand construction. These may only be removed by Karlsruhe Trade Fair Centre's contracting company after the stability of the outer walls has been properly ensured by this company.

The exhibitor is liable for any damage that may occur if he/she fails to ensure the stability of the stand's partition walls after taking down his/her stand. Drawings and sketches of the stand's intended construction must be submitted. Decorative material used by the exhibitor must be flame-retardant and must also comply with police regulations in other respects. The exhibitor shall be liable for any damage to the walls and floors or alterations to the rented stand areas caused by the exhibitor, his/her staff or his/her agents. Any compensation costs incurred as a result will be invoiced separately.

The shape and size of any lettering on the stand's walls must be agreed with the trade fair's management. Uncrowded hanging is mandatory. The fair's management and advisory board reserve the right to check the setup by means of inspections and, if necessary, to demand compliance.

The exhibitor must notify the management of the fair of the design companies whom the exhibitor has commissioned, unless they are design companies from the exhibitor's own company. If applicable, local companies are to be preferentially considered. The interior design of the halls may not be altered by the exhibitors. Pillars, wall projections, fire extinguishers, partition walls, electrical distribution boxes and other technical installations are part of the allocated stand areas.

24. Setup and takedown

The exhibitor shall receive the access data for the Online Service Centre (OSC) in good time, the details of which must be strictly observed.

The stands of companies which are not occupied twelve hours prior to the start of the event or for which there is no indication of a later arrival will be fitted with rear and side walls at the expense of the exhibitor on behalf of the trade fair / exhibition management and will be decorated, fitted out or otherwise allocated in the interests of a representative overall appearance. In this case, the stand rent must be paid in full. The trade fair / exhibition management shall not be liable under any circumstances for damage caused by the late delivery or non-delivery of order forms by the exhibitor (incorrect compulsory entry in the list of exhibitors, incomplete power lines during setup, etc.). In the event of takedown before the end of the exhibition on the final day of the fair, the fair/exhibition management is entitled to charge a contractual penalty of €500.

25. Complaints about stand construction services

Complaints must be reported by the applicant immediately (without culpable delay) on site at the Service Centre of Karlsruhe Trade Fair Centre, at the latest by the end of the event.

26. Exhibitor passes

Exhibitor passes are issued at the Exhibitor Service Desk. The pho-

to-personalised exhibitor passes must be ordered online via the OSC in advance of the fair. For stands up to 50 m² – 5 passes; up to 100 m² – 8 passes; larger than 100 m² – 10 passes. If necessary, additional passes will be issued at an extra charge. Please note the corresponding instructions in the Online Service Centre (OSC).

27. Ticket allotments

Each exhibitor receives a contingent of personalised VIP invitations.

28. Magazine and list of exhibitors

28.1 The organiser publishes a magazine containing a list of exhibitors. The basic entry consists of the company's name, location, website, hall and stand number.

28.2 The Organiser also publishes an online list of exhibitors. The pre-set gallery profile can be edited and designed by the exhibitor (general information about the gallery, contact details, contact persons, profiles of artists, image material).

28.3 The exhibitor is responsible for the copyright permissibility of the use of the texts and images submitted/uploaded by him/her in the print and/or online version of the exhibitor list/magazine. It is the sole responsibility of the exhibitor to obtain the copyright consent of a copyright holder required for the reproduction of the images and texts in the exhibitor lists/magazines.

If the organiser should be exposed to claims by third parties, in particular the copyright holders or their representatives, due to the infringement of copyrights resulting from the use of the images and texts submitted/uploaded by the exhibitor, the exhibitor shall be liable for the damage incurred by the organiser as a result and shall indemnify the organiser in respect of these claims against the third party.

Any licence or exploitation fees or copyright fees (e.g. to VG Bild Kunst or to the artist or author of the submitted/uploaded texts) arising from the reproduction of texts and images in the exhibitor lists/magazines shall be borne by the exhibitor.

29. Animals

Animals are not permitted at the event. This prohibition does not apply to guide dogs or assistance dogs that are necessary from a medical point of view. Proof of same must be presented on request.

30. Photography

The trade fair / exhibition management is entitled to have authorised personnel make drawings, videos, films and photographs of stands at the trade fair and the items exhibited there. These recordings are used commercially for the fair's advertising. The exhibitor waives all objections arising from rights of ownership and use.

31. AUMA fee

An AUMA fee of €0.60 net per m² will be charged to the Ausstellungs- und Messe-Ausschuss der Deutschen Wirtschaft e.V. (AUMA) (also for the outdoor area). The fee will be invoiced together with the stand rental. AUMA represents the diverse interests of the German economy in the field of exhibitions and trade fairs.

32. Technical facilities

Applications for electricity, water, compressed air, telephone, etc. can only be considered if the orders are received on time via the Online Service Centre (OSC). Sufficient general lighting is provided. However, the exhibitor may have additional electrical lines and lamps installed at his/her own expense. The nearest connection point to the exhibitor's stand will be used as the basis for calculating these lines. Only contractors approved by the trade fair / exhibition management may be entrusted with the installation of the supply lines. The costs of consumption of electricity, water and gas within the stand area shall be borne by the exhibitor. The trade fair/exhibition management accepts no liability for damage resulting from technical faults occurring in the event of power fluctuations, power failure or force majeure, or if the power supply is interrupted by order of the fire brigade, police or municipal utilities. The specifications of the Technical Guidelines (<https://www.messe-karlsruhe.de/data/downloads/vertragsunterlagen-und-richtlinien/technische-richtlinien-fuer-messen-und-ausstellungen-messe.pdf>) are to be observed.

33. WIFI for exhibitors

Karlsruhe Trade Fair Centre offers WIFI to all exhibitors for the entire duration of the fair. This is the public trade fair WIFI with a bandwidth limit of 2 Mbit/s (sufficient for simple surfing, checking emails, etc.). If a reliably higher and more secure data transfer rate is required, it is still advisable for the exhibitor to use his/her own network connection. This can be ordered from the OSC for a fee.

34. Terms of payment

The rental of the stand area (stand rental) and all other fees are net prices, to which value-added tax at the respective statutory rate is also added and must be paid. If no valid VAT ID is provided for companies from the EU that are not based in Germany, Karlsruhe Trade Fair Centre is obliged to charge the invoice amount including statutory VAT. For the stand area, the exhibitor will receive an invoice upon/after stand confirmation; for ancillary costs and stand construction packages, invoicing depends on the order date. All invoices are due for payment upon receipt. If the recipient fails to meet his/her payment obligation within 30 days, he/she shall be in default even without a reminder. If the exhibitor defaults on a payment obligation, the trade fair / exhibition management shall be entitled to charge default interest at the statutory rate. In the event of persistent default despite a reminder, the trade fair / exhibition management reserves the right to extraordinarily terminate the contractual relationship with immediate effect.

Please note that an express service surcharge of 25% will be levied for orders placed one week or less before the start of the event due to the additional logistical and technical effort involved.

35. Advertising

Active advertising outside the rented stand is not permitted. Excluded from this are the advertising services offered by Karlsruhe Trade Fair Centre. In the event of infringements, the trade fair/exhibition management reserves the right to take appropriate immediate measures. In this case, it may extraordinarily terminate contracts already concluded with the exhibitor for subsequent events for good cause, because essential preconditions for the fulfilment of the contract are no longer fulfilled.

36. Accident prevention

The exhibitor shall be obliged to fit protective devices to his exhibited machines, apparatus, equipment etc. which comply with the accident prevention regulations of the employers' liability insurance association. The exhibitor shall be liable for any personal injury or damage to property caused by the operation of exhibited machines, apparatus, equipment, etc. Fire extinguishers and their signs may not be removed from their location, nor may any objects be hung in front of them or obstruct access to them; emergency exits may not be blocked or obstructed by exhibition stands or exhibits. The specifications of the Technical Guidelines (<https://www.messe-karlsruhe.de/data/downloads/vertragsunterlagen-und-richtlinien/technische-richtlinien-fuer-messen-und-ausstellungen-messe.pdf>) must be observed.

37. Cleaning

Cleaning of the event's grounds and halls is carried out by the trade fair/exhibition management. Stand cleaning is included. Packaging material and similar items can be stored separately.

38. Insurance and security

The exhibitor is liable for any personal injury or damage to property caused by his operation. As already stated in the participation guidelines of the IDFA (International Federation of German Trade Fairs and Exhibition Cities), the trade fair / exhibition management accepts no liability for fire damage, burglary, theft, and damages due to mains water and weather. It is therefore strongly recommended that the exhibitor take out exhibition insurance. The fair/exhibition management has concluded a special agreement with an insurance company for the duration of the exhibition.

Exhibitors are encouraged to take out this agreement in view of the special benefits it offers. If the exhibitor wishes to have special stand security, for which an extra charge is levied, this will be provided exclusively by companies commissioned by the trade fair / exhibition management, subject to the conditions applicable at the time. The relevant forms can be found in the Online Service Centre (OSC).

39. GEMA

As an exhibitor, you are obliged to contact GEMA in the following cases: when using live music or music from a tape, record, cassette, CD or DVD; when showing sound films or videos with music; or when listening to an AV or TV medium. GEMA, P.O.B. 10 17 53, D-11506 Berlin, tel. 030 58858999.

40. Data protection

In the course of fulfilling the contract, the personal data you provide will be processed. In this context, these data may also be passed on to third parties (service partners) if this is necessary for the fulfilment of the contract. The processing is carried out in accordance with Art. 6 Para. 1 lit b) DSGVO. Furthermore, your data will be used in legitimate interest for direct advertising in accordance with Art. 6 Para. 1 lit f) DSGVO.

You can find further information at: www.messe-karlsruhe.de/ds-gaus

41. Copyright

41.1 The exhibitor is solely responsible for the design of his/her trade fair presentation in all analogue and digital formats, i.e. the design of his/her stand and the selection of the exhibits he/she displays, which is permissible on the basis of other existing copyrights and other industrial property rights of third parties. This also includes, and in particular, his/her obligation to obtain the consent of the respective holder of the rights or of third parties authorised by the holder to give such consent to the design of his/her trade fair presentation (analogue and digital formats, e.g. videos for social media) and the exhibition of the exhibits selected by him/her in good time before the event.

41.2 The exhibitor is also obliged to ensure that his/her trade fair appearance, in particular the design of his/her stand and the selection of exhibits displayed by him/her, does not impair or infringe the industrial property rights and other rights of other exhibitors. If the exhibitor does not cease such infringement of rights after a corresponding warning by the organiser, the organiser shall be entitled to terminate the contractual relationship extraordinarily and without notice for good cause.

41.3 Should the exhibitor impair or infringe the rights of third parties or other exhibitors (in particular, but not exclusively, copyrights, image and name rights, personal rights, industrial property rights) through the design of his/her trade fair presentation and the selection and display of the exhibits selected by him/her, in each case in analogue or digital form, the exhibitor shall indemnify the organiser against all claims made against the organiser by the third party whose rights are thereby infringed or impaired. The exhibitor

shall also reimburse the organiser for all expenses incurred by the latter in this connection, in particular any warning or legal costs and any court fees incurred.

41.4 The organiser shall not be liable for the fact that the exhibitor's property rights (in particular, but not exclusively, copyrights, image and name rights, personal rights) are impaired by the design of the exhibition stands or the selection of exhibits of other exhibitors. It is the sole responsibility of the exhibitor to assert his/her claims in this respect against the exhibitor whom he/she accuses of such an infringement of rights. The organiser shall have no obligation whatsoever to investigate or arbitrate.

42. Domiciliary rights

The trade fair / exhibition management shall exercise domiciliary rights on the event site and in the event halls. The instructions of the trade fair / exhibition management, its employees and agents must be followed.

43. Acceptance of the exhibition conditions and house rules

By applying to participate in the event, the exhibitor acknowledges these "Special Conditions of Participation", the "General Participation Guidelines for Trade Fairs and Exhibitions of IDFA Members", the "House Rules" as well as the regulations of the Online Service Centre (OSC) and the "Technical Guidelines" noted therein as binding for himself/herself and his/her representatives. In the event of infringement, the fair/exhibition management shall be entitled to eliminate the disturbances at the expense of the exhibitor concerned and to close the stand without compensation.

44. Limitation period

All contractual and pre-contractual claims of the exhibitor against the fair/exhibition management are subject to a limitation period of six months. The limitation period shall commence on the first working day after the end of the event.

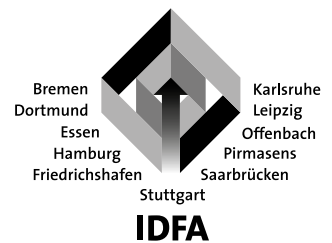
45. The place of performance and jurisdiction is Karlsruhe.

The law of the Federal Republic of Germany shall apply. The terms and conditions of the organiser shall apply exclusively; the terms and conditions of the exhibitors shall not apply. The original German version of this English translation is legally binding.

46. Severability clause

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

General Participation Guidelines for Trade Fairs and Exhibitions of IDFA Members*



In the event of a disagreement, the agreements shall apply in the following order:

- A. Individual contractual agreements of the fair's organiser (organiser)
- B. Special conditions of participation of the organiser
- C. General Participation Guidelines

01. Participants

1.1. Participants at trade fairs and exhibitions are divided into exhibitors, co-exhibitors and additionally represented companies. They shall hereinafter be referred to as "participants".

1.2. The admission of one or more co-exhibitors shall be possible only in exceptional cases and shall entitle the organiser to charge a special fee. In all cases, however, the admitted exhibitor shall be liable for the compliance of the co-exhibitor(s) with the obligations incumbent on the exhibitor.

1.3. Exhibitors, co-exhibitors and additionally represented companies

An exhibitor is a person who rents an exhibition stand for the duration of the event and exhibits with his/her own personnel and his/her own products.

A co-exhibitor is anyone who is present at an exhibitor's stand with his/her own staff and his/her own products. This also includes group companies and subsidiaries.

If an exhibitor who is a manufacturer shows additional goods and services of other companies in addition to his/her own products, these will count as additionally represented companies.

In the case of an exhibitor who is a manufacturer, any other company whose goods or services are offered by the exhibitor counts as an additionally represented company.

1.4. The admission of the exhibitor shall not constitute a contract between the co-exhibitors or additionally represented companies registered by him/her and the organiser.

As a rule, the admission of co-exhibitors shall be subject to approval and to the payment of a fee. The admission of additionally represented companies shall be subject to approval, and a fee shall be charged for them only if this is stipulated in the Special Conditions of Participation. The fee shall be paid by the exhibitor; it may also be invoiced subsequently by the organiser.

Applications for the inclusion of a co-exhibitor must be submitted to the organiser in writing, stating the full address and contact person.

2. Application

2.1. The application (participation and stand order) for participation in a trade fair/exhibition (hereinafter referred to as "event") shall be made using the application form, which must be completed in full and signed with legally binding effect. Such an application shall constitute a contractual offer by the exhibitor, which shall require acceptance by the organiser. The sending of the application form shall not constitute a claim to admission.

2.2. By submitting an application, the exhibitor shall accept these "General Exhibiting Guidelines" and, if available, the "Special Exhibiting Conditions", the "House Rules", the "Technical Guidelines" and the regulations of the "Service Documents" applicable to the event in question. This acceptance shall also extend to the persons employed by him/her at the event, the other participants registered by him/her and other vicarious agents.

2.3. The exhibitor is obliged to observe the relevant labour and trade regulations, environmental regulations, fire protection and accident prevention regulations, and the regulations relevant to equitable competition. This also applies to compliance with EU Regulations No. 2580/2001 and No. 881/2001 on his/her own responsibility, especially in the areas of finance and personnel.

2.4. The exhibitor shall constantly monitor compliance with the aforementioned conditions by the persons employed by him/her at the event, the other participants registered by him/her and other vicarious agents, and shall intervene in the event of a violation and/or draw the attention of the organiser to the violations.

2.5. By submitting an application, the exhibitor agrees that his/her details may be collected, processed and used for the purposes of processing the event and for the purposes of advertising, market research or opinion polling – in compliance with the Data Protection Act in its currently valid version – and may be passed on to third parties in connection with same. The exhibitor grants his/her consent to this, provided no express objection has been made. He/she also undertakes to participate in electronic visitor recording and evaluation programmes and agrees that information about his/her participation may be disseminated via electronic media, including the internet.

3. Admission

3.1. The organiser shall decide on the admission of the exhibitor and the objects registered for display at the event, if necessary in consultation with the respective committees, by means of a written confirmation of admission. The contract shall come into force upon admission (cf. 02.01, sentence 3).

3.2. The organiser shall be entitled to exclude individual participants from participation for objectively justified reasons, in particular if the available space is insufficient, and to restrict the event to certain groups of participants if this is necessary to achieve the purpose of the event. He/she shall also be entitled to limit the number of exhibits registered and to alter the registered area. Admission shall only apply to the registered exhibits, the participants specified in the confirmation of admission and the space specified therein. Objects other than those registered and admitted may not be exhibited.

3.3. The registered exhibits must be under the unrestricted control of the participant and he/she must have any necessary official operating licences. Descriptions and brochures of the exhibits or services to be presented shall be submitted upon request.

4. Placement

4.1. The organiser shall be responsible for the placement of the exhibits, taking into account the theme and structure of the event and the available space. Placement preferences expressed in the application shall be taken into account as far as possible. The chronological order of receipt of the application shall not be the sole criterion for placement.

4.2. Admission shall be granted by written confirmation of participation by the organiser, stating the stand provided (stand confirmation). This shall constitute a legally binding participation contract between the exhibitor and the organiser, unless otherwise agreed in writing. If the content of the stand confirmation differs from the content of the exhibitor's application, the contract shall be concluded in accordance with the stand confirmation, unless the exhibitor objects in writing within two weeks.

5. Unauthorised transfer of stand area, co-exhibitors, additionally represented companies

5.1. The exhibitor shall not be permitted to swap his/her allocated stand area with that of another exhibitor, to transfer the stand area in part or in full, or to sublet the stand area to third parties without the consent of the organiser. In the event of a violation, the organiser shall be entitled to terminate the contract immediately for good cause in accordance with section 17.

5.2. If several exhibitors wish to rent a stand area together, they shall name in the application a joint exhibitor authorised by them, with whom the organiser alone need negotiate. If several exhibitors jointly rent a stand area, each of them shall be liable as joint and several debtor.

5.3. The exhibitor may only accept co-exhibitors or additionally represented companies [see 1.4] with the prior consent of the organiser. Third parties shall also be regarded as co-exhibitors or additionally represented companies if they have close economic or organisational ties with the applicant. All co-exhibitors or represented companies must already be named by the exhibitor in the application. Co-exhibitors or represented companies not named in the application may not exhibit in the exhibitor's stand area.

6. Fees, terms and conditions of payment, lessor's lien

6.1. The amount of the participation fee and the payment deadlines can be found in the Special Conditions for Participation. The payment deadlines must be observed. Prior and full payment of the invoice by the stipulated

payment dates is a prerequisite for occupation of the allocated stand area and for the issue of the participant's passes. Any deviation from this regulation does not constitute a deferral. Objections to the invoice can be considered only if they are made in writing within fourteen days of receipt of the invoice. The organiser shall draw the exhibitor's attention to the significance of his/her actions when sending the invoice.

6.2. An additional AUMA service fee of €0.60 per square metre of stand area shall be charged for the services of the Association of the German Trade Fair Industry (AUMA), Littenstr. 9, D-10179 Berlin. This fee will be itemised separately on the invoice.

6.3. All invoice amounts are to be transferred in euros and without any deductions to one of the accounts specified in the invoice, stating the customer number and invoice number. If the exhibitor defaults on payment, the organiser shall be entitled to charge interest at the rate paid by the organiser for the use of corresponding credit, but at least eight percentage points above the respective base interest rate, as well as a fee of €300 for each additional reminder. The right to claim statutory interest on arrears (§ 353 of the German Commercial Code), further damage caused by default and other rights arising from these conditions of participation shall be reserved. The participant shall be entitled to prove to the organiser that the latter has not incurred any damage exceeding the statutory default interest rate as a result of the delay in payment.

6.4. If the participant culpably fails to meet his/her payment obligations on time, the organiser shall reserve the right to terminate the contract immediately for good cause in accordance with section 17 after setting a reasonable deadline, taking into account the circumstances and the remaining time.

6.5. If a participant fails to meet his/her payment obligations, the organiser shall be entitled to exercise his/her lessor's lien, to retain the exhibited objects and stand furnishings, and to have them auctioned off at the participant's expense, in each case after prior written notification, or, if the objects have a stock exchange or market price, to sell them on the open market.

7. Non-participation by the participant

7.1. Non-participation by the participant shall not release him/her from his/her contractual obligations. In particular, he/she shall remain obliged to pay the contractually owed fees. The organiser shall not be obliged to accept a replacement participant provided by the participant.

7.2. In the event of non-participation, the participation fee shall become due immediately if the due date was not already justified according to 6.1.

7.3. In order to ensure a coherent appearance of the trade fair/exhibition, the organiser shall be entitled to assign the stand area not used by the participant to another participant in the event of non-participation. The participant shall pay an administrative fee for the organiser's efforts to rent the stand area to someone else for a fee other than by exchanging it with the stand area of another participant (cf. 17.06). This shall also apply if the stand area is rented to a substitute exhibitor provided by the participant and approved by the organiser. If no interested party is found, the organiser shall be entitled to design the stand area at the expense of the participant. The participant shall not be released from payment of the participation fee even if the allocated stand area is rented to another party but the total area available for the trade fair/exhibition cannot be fully rented.

7.4. In the event of non-participation by a co-exhibitor, the obligation to pay the registration fee (cf. 1.4) shall remain in full.

8. Cancellation, postponement and change of duration of the event

8.1. The organiser shall be entitled to cancel, relocate or change the duration of the event for good cause or – if spatial conditions, police orders or other serious circumstances so require – to relocate, alter the dimensions of and/or restrict the stand area of the participant. A change of location or time or any other change shall become part of the contract upon notification of the participant. In this case, the participant shall be entitled to withdraw from the contract within fourteen days of receipt of the notification of change. Claims for damages against the organiser shall be excluded, unless the change is due to gross negligence or intent on the part of the organiser or his/her vicarious agents.

8.2. Cases of force majeure that prevent the organiser from fulfilling his/her obligations in whole or in part shall release the organiser from fulfilling this contract until the force majeure ceases to exist. The organiser shall notify the exhibitor of this immediately, unless the former is prevented from doing so by a case of force majeure. The impossibility of obtaining sufficient supplies of auxiliary materials, such as electricity, heating, etc., as well as strikes and lock-outs shall be regarded as force majeure, unless they are only of short duration or are the fault of the organiser. Insofar as the organiser has incurred costs for the preparation of the event in these cases, the participant shall be obliged to reimburse these costs.

8.3. Should the organiser be able to hold the event at a later date, the participant shall be notified of this. The participant shall be entitled to withdraw from the contract within fourteen days of receipt of this notification. In this case, claims for damages against the organiser shall be excluded, unless the postponement is due to gross negligence or intent on the part of the organiser or his vicarious agents.

8.4. If the organiser is responsible for the cancellation of the event, no participation fee shall be owed by the participant.

8.5. If the organiser must shorten an event that has already begun due to force majeure or other reasons for which he/she is not responsible, the exhibitor shall not be entitled to a full or partial refund or waiver of the participation fee.

9. Stand construction, equipment and design

9.1. All stand areas and other event areas shall be measured and marked by the organiser. In case of doubt, the organiser shall have the right of determination (§ 315 BGB).

9.2. The participant shall be obliged to set up a trade fair stand or exhibition stand on the rented stand area. The stand shall be adequately occupied in good time, at the latest 24 hours prior to the start of the event. If the participant does not move into the stand on time, the organiser shall be entitled to terminate the contract immediately for good cause in accordance with section 17.

9.3. Exhibited objects, standard equipment and/or other objects which were not mentioned in the application or which, due to their appearance, odour, poor cleanliness, noise or other characteristics, are unreasonably disruptive or a nuisance to the smooth running of the event or otherwise prove unsuitable, must be removed immediately at the request of the organiser. If such objects are not removed immediately, the organiser shall be entitled to have them removed at the participant's expense and to terminate the contract with immediate effect for good cause in accordance with section 17.

9.4. The design and equipment of the stand shall basically be left to the discretion of each participant. However, the design and equipment shall take into account the typical exhibition criteria of the event and all regulations of the organiser, in particular the Technical Guidelines, the Special Exhibiting Conditions and the Service Folder. The organiser may request the submission of customised designs and stand descriptions. The name or company and the address or registered office of the participant shall be made clearly visible by means of stand lettering. The organiser shall be informed of the companies commissioned with the tasks of design or construction.

9.5. The stand must be kept open and must be manned by competent personnel for the entire duration of the event during its specified opening hours as stated in the Special Exhibiting Conditions.

9.6. If the design and/or equipment of a stand does not meet the relevant requirements, the organiser may demand that the stand be brought into compliance with the relevant requirements or removed. The costs for

* The IDFA is the interest group of German trade fairs and exhibition cities. Members are the trade fair companies in Bremen, Dortmund, Essen, Friedrichshafen, Hamburg, Karlsruhe, Leipzig, Offenburg, Pirmasens, Saarbrücken and Stuttgart. In the interest of equal and fair treatment of exhibitors, the IDFA's members issue these guidelines in voluntary cooperation. The members are free to make deviating agreements with the exhibitors. To be effective, such agreements and arrangements require written confirmation by the respective IDFA member.

this shall be borne by the participant. If this request is not complied with immediately, the organiser shall be entitled to effect a change at the participant's expense or to terminate the contractual relationship with immediate effect for good cause in accordance with Section 17.

9.7. Setup must be completed at the latest by the end of the setup times specified in the Special Exhibiting Conditions. The participant shall be entitled neither to remove exhibits from the stand area nor to begin taking down the stand before the start of the takedown times specified in the Special Terms of Participation.

9.8. The organiser's approval shall be required if the specified height limits for the stands are to be exceeded. The same shall apply to the exhibition of particularly heavy exhibits for which foundations or special equipment are required.

9.9. The participant shall be solely responsible for clearing the stand area on time and restoring it to its original condition. All obligations assumed by the organiser shall end after the takedown period specified in the Special Exhibiting Conditions. The organiser shall not be held responsible for any goods still on the event site, including those sold to third parties during the event. The organiser shall be entitled to charge an appropriate storage fee for goods that have not been taken down and removed on time. The organiser shall also be entitled to have the removal and storage of goods carried out immediately by a suitable company at the expense and risk of the participant.

10. Advertising

10.1. Advertising of all kinds shall be permitted only within the exhibition stand for the participant's own company and only for the products which the participant manufactures or sells, provided that these have been registered and approved.

10.2. Loudspeaker advertising and other sound amplification measures, as well as slide, film, video or computer presentations or other measures involving not entirely insignificant audible emissions, shall require the written approval of the organiser. The same shall apply to the use of other equipment and installations intended to achieve an increased advertising effect visually and/or audibly, or if the presentation of exhibits is noisy or a nuisance.

10.3. The organiser shall be entitled to stop unauthorized advertising without judicial or police assistance and to remove it himself/herself or to have it removed. The participant shall bear the costs of removing unauthorized advertising. Permits already granted may be restricted or revoked in the interest of maintaining orderly operation of the event if no other remedy is possible.

10.4. If recorded music is played, it shall be the responsibility of the participant to obtain the relevant performance permit and to pay the fees for this.

10.5. Carrying or driving advertising media around the event site, as well as the distribution of printed matter and samples outside the stand area, shall not be permitted.

10.6. Addressing and/or questioning visitors outside the stand area is strictly prohibited. In the event of a violation, the organiser shall be entitled to terminate the contract immediately for good cause in accordance with section 17.

10.7. Political advertising and/or political statements shall not be permitted unless the political statement is part of the framework of the event. In the case of political statements or political advertising that is likely to disturb the peace of the event or public order, the organiser shall be entitled, but not obliged, to demand that the objects in dispute be omitted and removed. If the exhibitor fails to comply with this demand, the organiser shall be entitled to terminate the contract immediately for good cause in accordance with section 17.

11. Direct sales

11.1. Direct sales shall not be permitted unless they are expressly permitted by the event-specific "Special Conditions of Participation". In the latter case, the items for sale shall be provided with clearly legible price labels in accordance with the Price Indication Ordinance.

11.2. The participant shall be responsible for obtaining and complying with trade and health permits.

12. Exhibitor passes

12.1. After full payment of the invoice amounts (cf. 06.), each exhibitor shall receive exhibitor passes for his/her stand, which entitle him/her to free admission (see Special Conditions of Participation). The number of exhibitor passes shall not be increased by the admission of additional participants. Additional exhibitor passes are available from the organiser at extra cost (see Special Conditions of Participation). Exhibitor passes are intended for stand personnel, are to be completed in accordance with the instructions on the pass and may not be passed on to third parties.

13. Security, cleaning, waste disposal

13.1. Stand security and supervision during the daily opening hours of the event shall generally be the responsibility of the participant, including during setup and takedown times. The organiser shall provide general supervision of the halls and the event site only outside the opening hours of the event. No services shall be provided for the care, custody or other safeguarding of participants' interests. Valuable, readily removable objects must be locked up by the participant at night. The participant shall use the security company appointed by the organiser for additional stand security at the participant's own expense.

13.2. The organiser shall ensure the general cleaning of the grounds and hall aisles. The participant shall be responsible for cleaning the stand/stand area, which must be completed daily before the opening of the event. The participant shall use the cleaning company appointed by the organiser to clean the stand. If the organiser uses his own cleaning staff, the staff's deployment shall be limited to one hour before and after the daily opening hours of the event.

13.3. In the interest of environmental protection and environmentally friendly exhibitions, the participant shall be obliged to reduce the volume of packaging and waste. This also applies to the use of brochures. If separate waste disposal systems are used, the participant shall participate in these systems and also bear any waste disposal costs incurred on a pro rata basis in accordance with the polluter-pays principle. If the participant has left rubbish or other objects behind after clearing the stand area, the organiser shall be entitled to remove and destroy these at the participant's expense.

14. Photography and other image recording

14.1. Only persons authorised by the organiser and in possession of a valid pass issued by the organiser shall be permitted to record images of any kind within the event area, especially photographs and film/video recordings. Stand photographs to be taken outside the daily opening hours and requiring special lighting shall require the approval of the organiser. The costs incurred shall be borne by the participant, insofar as they are not borne by the photographer.

14.2. The organiser and – with the approval of the organiser – representatives of the press and television shall be entitled to have photographs, drawings, and film and video recordings made of the event, the exhibition buildings and stands and the exhibits, and to use these free of charge for advertising or press publications.

15. Commercial property rights

15.1. The participant shall be responsible for securing copyrights or other commercial property rights to the exhibits. A six-month protection from the beginning of an event on the basis of the Act on the Protection of Designs and Exhibitions of 18 March 1904 (RGBl. p. 141) and the Trademark Law Reform Act of 25 October 1994 [Federal Law Gazette 1, p. 3082] shall come into effect only if the Federal Minister of Justice has published a corresponding announcement in the Federal Law Gazette for a specific exhibition [exhibition protection].

15.2. Each participant shall be obliged to observe the commercial property rights of the other participants and to refrain from infringements. In the event of proven infringements of commercial property rights for which the participant is responsible, the organiser shall be entitled to terminate the contract immediately for good cause in accordance with section 17.

16. Domiciliary rights

16.1. The participant shall be subject to the organiser's domiciliary rights on the entire premises during the event. The instructions of the organiser's employees, who shall identify themselves by means of a badge, shall be obeyed. The duration of stay for participants, their employees or representatives shall be limited to one hour before and after the daily opening times of the event. Stands of other participants may not be entered outside the daily opening hours without the permission of the stand's holder.

17. Breaches of duty by the participant, right of termination, contractual penalty

17.1. Culpable violations of the participant's obligations arising from the contractual relationship or of the instructions issued within the framework of the house rules shall entitle the organiser to terminate the contractual relationship for good cause with immediate effect if the violation does not cease immediately upon request. Good cause for terminating the contractual relationship with immediate effect shall be deemed to exist in par-

ricular if the participant violates the obligations stipulated in sections 5.1, 6.4, 9.2, 9.3, 9.6, 10.6, 10.7 and 15.2.

17.2. In the event of termination for good cause, the organiser shall be entitled to close the participant's stand immediately and demand that the participant take down the stand and vacate the stand area without delay.

17.3. If the participant defaults on taking down the stand or clearing the stand area, the organiser shall be entitled to take down the stand and/or clear the stand area himself/herself or to have it cleared by a third party at the participant's expense.

17.4. In the event that the stand area is not rented out or is rented out only in exchange for the stand area of another exhibitor, the participant shall remain liable for the payment of the participation fee owed as minimum compensation for the remaining duration of the event.

17.5. If no replacement participant can be found for the stand area of the terminated participant, the organiser shall be entitled to design the stand area at the expense of the participant in order to ensure a coherent appearance of the event.

17.6. The participant shall pay a flat-rate administrative fee of 25% net of the participation fee (but no less than €400.00 plus the legally valid value added tax) for the organiser's efforts to rent out the stand area for a fee (other than by exchange).

17.7. The organiser shall be entitled to demand a contractual penalty from the participant, to be determined by the organiser at his/her own discretion in each individual case and to be reviewed by the competent regional court in the event of a dispute, amounting to a maximum of €10,000.00 if the participant culpably fails to fulfil his/her obligations arising from

- 5.1: Unauthorised transfer of stand area

- 6.1: Advance performance obligation

- 9.2: Setup of the stand

- 9.3: Failure to remove disturbing objects

- 9.6: Stand design/equipment

- 9.9: Clearance on time

- 10.6: Unauthorised addressing/questioning

- 10.7: Refrainment from political advertising

- 13.2: Failure to clean

- 15.2: Infringement of property rights.

If the organiser is also entitled to damages due to the culpable breach of duty, the contractual penalty shall be offset against the claim for damages.

18. Liability and insurance

18.1. In the event of gross negligence, the organiser shall be liable only for the fault of his/her legal representatives and executive staff, unless there has been a breach of essential contractual obligations (cardinal obligations) or injury to life, body or health.

18.2. The organiser shall be liable for slight negligence only in the event of a breach of essential contractual obligations or injury to life, body or health.

18.3. The organiser shall be liable, irrespective of the legal grounds, only for foreseeable damage that can typically be expected to occur.

18.4. Insofar as the organiser is liable for slight negligence, liability shall be limited to €10,000.

18.5. The organiser's liability regardless of fault for existing defects in accordance with § 536a, section 1 BGB (e.g. stand equipment) and any consequential damage suffered by the participant shall be excluded.

18.6. Damage shall be reported to the police and the organiser in writing without delay. In the event of damage, the organiser shall pay compensation only to the amount of the current market value on presentation of written proof of the acquisition costs.

18.7. Compensation for damage shall be excluded if a late report of damage caused by the participant leads to the organiser's insurance company refusing to assume the damage.

18.8. The participant shall be liable to the organiser for damage for which the former is responsible, irrespective of whether it is caused by the participant, his/her employees, agents, exhibited objects or utilised equipment. In the case of lump-sum compensation claims, the organiser shall retain the right to prove to the participant that the organiser has suffered greater damages. The participant shall be entitled to prove to the organiser that the damage did not occur or that its cost is significantly less than the amount specified in the lump sum.

18.9. Insofar as the participant is an organiser within the meaning of the Model Ordinance on Places of Assembly (MVSStättVO), according to the respective applicable state ordinance on places of assembly, he/she shall be responsible in accordance with the MVSStättVO, in particular in accordance with section 38 subsections 1, 2 and 4 of the MVSStättVO or the relevant provisions of the respective state ordinance on places of assembly. In this case, the participant shall be obliged to indemnify the organiser and the latter's vicarious agents against any recourse, claims and fines on the basis of their operator liability pursuant to section 38 subsection 5 of the MVSStättVO and the relevant provisions of the respective state venue regulations. The regulations under 18.1 shall remain unaffected.

18.10. The organiser shall not bear any insurance risk for the participant. The participant shall be expressly informed of the responsibility to take out his/her own insurance. Participants shall have the option of obtaining comprehensive insurance coverage on the basis of framework agreements concluded by the organiser. Further details shall be provided in the registration documents.

19. Severability clause, limitation period, right of retention

19.1. Should any provision of these General Participation Guidelines be or become invalid or unenforceable, this shall not affect the validity of the General Participation Guidelines. In such a case, the parties undertake to agree on a valid and enforceable provision which corresponds as far as possible to the purpose of the provision to be replaced within the meaning of the General Participation Guidelines. The same shall apply to any gaps in the General Participation Guidelines.

19.2. The period of limitation for claims against the organiser shall be one year, unless the organiser has justified the claims with gross negligence or intent or the claims are subject to a statutory period of limitation of more than three years.

19.3. The participant shall be entitled to offset claims against the organiser only if the participant's counterclaims have been legally established, are undisputed or have been acknowledged by the organiser. The same shall apply to rights of retention if the exhibitor is a merchant, a legal entity under public law or a special fund under public law. If the participant does not belong to this group of persons, he/she shall be entitled to exercise a right of retention insofar as his/her counterclaim is based on the same contractual relationship.

20. Priority

20.1. The legal relationship between the parties shall be governed solely by the German text of the contractual terms and conditions. The original German text is legally binding.

21. Place of performance, place of jurisdiction, applicable law

21.1. The law of the Federal Republic of Germany shall apply exclusively to all legal relations between the organiser, his/her employees, vicarious agents or assistants on the one hand and to the participant or his/her employees, vicarious agents or assistants on the other hand.

21.2. The place of performance and jurisdiction (also for actions on cheques and bills of exchange) for both parties shall be the organiser's registered office, provided the participant is a merchant, a legal entity under public law or a special fund under public law or has 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.

The original German text, on which this English translation is based, shall be legally binding.

House Rules

1. Scope of application and house rules

1.1. These house rules apply to the entire exhibition grounds at the Karlsruhe Trade Fair Centre's location, to the halls and buildings belonging to the Congress Centre at the Festplatz in Karlsruhe (Stadthalle, Schwarzwaldhalle, Konzerthaus and Gartenhalle) as well as to cordoned-off event areas on the Festplatz. In the following text, these halls, buildings and open spaces are referred to as the "event venue".

1.2. The event venue is private property and is subject to the domiciliary rights of Karlsruhe Messe- und Kongress GmbH (hereinafter referred to as "Karlsruhe Trade Fair Centre"), Festplatz 9, D-76137 Karlsruhe, which exercises the domiciliary rights together with the respective organiser on the entire premises through the persons authorised for this purpose.

1.3. The house rules apply to all visitors, exhibitors, tenants, service providers and all other persons, unless otherwise agreed in individual contracts. They do not apply to employees of Karlsruhe Trade Fair Centre.

1.4. Possible consequences of a violation of these house rules are:

- Immediate expulsion from the premises
- Exclusion from the event
- Ban from the premises
- Criminal prosecution
- Claim for damages
- Refunds of admission fees are excluded in these cases.

1.5. Additional event-specific regulations will be announced by means of a notice or by other means (internet, admission tickets, etc.).

2. Access to and stay on the premises

2.1. Access to and stay on the premises shall be granted only to persons who can present either a valid admission ticket, an accreditation valid for the day of the event or any other access authorisation.

2.2. Access is permitted only for the times, buildings and purposes specified in the access authorisation. The access authorisation must be carried until the person leaves the premises and must be shown to the security staff on request.

2.3. Persons wishing to purchase an admission ticket are permitted access to the ticket office area.

2.4. Children and young people who have not yet reached the age of fourteen must be accompanied by a parent, guardian or suitable adult attendant. Otherwise, the provisions of the Youth Protection Act shall apply.

2.5. For security reasons, the carrying of bags and rucksacks may be prohibited; bags, rucksacks and overcoats must be surrendered for safekeeping at the usual local fee (maximally two euros). If there are no such prohibitions, visitors must expect that bag and body checks will be carried out and that the contents of containers, coats, jackets and capes that are worn or carried will be inspected.

No liability is accepted for valuables, money or keys surrendered for safekeeping in bags, rucksacks or overcoats!

2.6. Admission to the grounds will not be granted to persons who

- are unable to present a valid access authorisation
- are recognisably under the influence of alcohol or drugs
- have the obvious intention of disrupting the event
- do not consent to control measures
- are carrying prohibited items (cf. No. 5.11) or
- have been banned from the premises

Persons who have already been admitted to the event may be expelled from the venue in these cases or in the case of other breaches of the house rules.

A refund of admission fees is excluded in these cases.

2.7. For safety reasons, the closure and evacuation of rooms, buildings, temporary structures or open spaces and/or the discontinuation of events may be ordered.

In this case, the instructions of the security staff and/or the assistants on the premises must be followed. In this case, a refund of admission fees must be claimed from the organiser within fourteen days. In the event of a late claim, a refund will not be issued.

3. General rules of conduct

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

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

3.3. The facilities on the premises are to be treated with care and consideration.

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

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

3.6. Unaccompanied objects found on the premises must be handed in at the information counter. Any personal injury or damage to property must be reported immediately.

4. Vehicular traffic

4.1. Vehicles may be driven on the grounds only with a permit issued for this purpose.

4.2. The German Road Traffic Regulations (StVO) apply throughout the grounds. Vehic-

les shall not be driven at speeds exceeding walking speed.

4.3. Marked areas such as firefighters' areas, emergency escape and rescue routes, and emergency exits must be kept clear without exception.

4.4. Parking is permitted only in the marked areas and is undertaken at the exhibitor's own risk. Karlsruhe Trade Fair Centre does not assume any obligations to guard, monitor, keep safe or provide insurance coverage for vehicles parked on the grounds. This also applies if a charge is made for the use of the parking spaces available on the grounds, if service personnel are present on the grounds or if the grounds are under video surveillance.

5. Prohibitions

The following are prohibited on the entire exhibition grounds, unless permission has been granted by Karlsruhe Trade Fair Centre and the organiser:

- Smoking – including e-cigarettes – in all enclosed areas.
- Leaving luggage unattended. In the event of an intentional or grossly negligent infringement, Karlsruhe Trade Fair Centre reserves the right to charge the costs of necessary security measures and any consequential damages.
- Begging and harassing people.
- Blocking escape and rescue routes.
- Sleeping overnight on the premises.
- Commercial activities.
- Distributing printed material and advertising material, affixing stickers and posters, and the use of advertising media. Separate regulations apply to exhibitors.
- Commercial photography, film, video, sound and television recordings and drawings, in particular of exhibition stands and exhibits.
- Driving on the grounds with motor vehicles, two-wheelers, inline skates, roller skates, Segways, skateboards, kickboards, pedal scooters, electric scooters and similar driving aids. Special regulations may apply to special areas within the framework of events.
- Operation of aircraft (e.g. drones) as defined by § 1 LuftVG.
- Possession of the following items:
 - Firearms, cutting weapons, stabbing weapons and thrusting weapons of any kind, as well as other objects which, by their nature, are capable of injuring persons or damaging property and which are intended for this purpose by their owner.
 - Objects which are harmful to health, corrosive, highly flammable, colouring, or
 - Radioactive solid, liquid or gaseous substances
 - Gas bottles, gas spray bottles and pressurised containers, with the exception of commercially available pocket lighters
 - Articles made of fragile or splintering material
 - Fireworks, rockets, Bengal flares, smoke powder, flares, other pyrotechnic articles and explosives
 - Flags, banners, banner poles and propaganda materials that are racist, xenophobic or radical in content or directed against the free democratic basic order
 - Mechanically or electrically operated noisemaking instruments
 - Devices for the production of photographs, film, video or sound recordings, provided that they serve commercial purposes.
 - Animals. This prohibition does not apply to seeing-eye dogs. (Proof be provided in the form of a disabled person's pass.) Separate exceptions apply to animal-related events.

6. Right to one's own image

Please note that photographs, films and videos are regularly shot on the grounds of Karlsruhe Trade Fair Centre, especially during events, for the purposes of reporting, documentation or advertising. By entering the grounds of Karlsruhe Trade Fair Centre, visitors, exhibitors and other persons consent to the shooting of such photographs and recordings in which they are depicted and to the publication of same, unless they make a declaration to the contrary to the photographer.

7. Video surveillance

For the safety of visitors and exhibitors and to safeguard the rights of the house, the grounds of Karlsruhe Trade Fair Centre are subject to video surveillance in compliance with the Federal Data Protection Act (BDSG).

8. Volume at music events

To reduce the risk of injury, the use of hearing protection equipment is particularly recommended at music events. At events where high sound levels are to be expected in the audience area, the organiser shall point out the corresponding risks in the entrance area and provide visitors with ear plugs on request.

9. Important telephone numbers

Police: 110

Firefighters / rescue service: 112

Control centre: 0721 3720 2155

Status: June 2019