

E-mail: ramona.jonait@messe-karlsruhe.de  
Phone: +49 721 3720 5123 Fax: +49 721 3720 99 5123

Karlsruher Messe- und Kongress GmbH  
Team NEW HOUSING  
P.O. Box 1208  
76002 Karlsruhe



## Exhibitor registration

### I Contract address

Company, legal form	Name of contact person
Street/P.O. Box	Telephone number with direct dialing
ZIP code, city	Mobile phone number (contact person for exhibition stand)
Country	E-mail address contact person
Company e-mail address	Website

VAT ID – mandatory entry for EU countries / For countries outside the EU, an entrepreneur certificate must be enclosed.

### II Billing (different billing address – if not identical to the above address)

Company, legal form	Name of contact person
Street/P.O. Box	Telephone number with direct dialing
ZIP code, city	E-mail address
Country	

Please note: All stand-related invoices will be sent to you by e-mail to the above e-mail address.

### III Floor space/complete stand

We order the following stand space in accordance with the conditions of participation:

**6 m<sup>2</sup> Stand construction** 1,117 € \*

Floor space, including:

- Octanorm system walls (depending on stand shape), construction height 250 cm
- carpet tiles
- Power connection 230V / 3kW incl. power consumption
- Internet access for 1 terminal device

For special areas please mail to:  
**ramona.jonait@messe-karlsruhe.de**

\* All prices include the marketing fee of 199.00 € (entry in the list of exhibitors exhibitor directory, internet entry), Fee for general hall ancillary costs 2.80 € per m<sup>2</sup> (waste disposal + hall energy) & AUMA fee 0.60 € per m<sup>2</sup>

**12 m<sup>2</sup> Stand construction Basic package** 2,410 € \*

Floor space, including:

- Octanorm system walls (depending on stand shape), construction height 250 cm
- REWIND carpeting, latex-free, 100% recyclable, entire stand area
- Panel signs: 2 m x 0.30 m incl. lettering / logo (1 sign per open stand side)
- All-round duo support
- Lighting: 1 LED spotlight, 30 W per 3 m<sup>2</sup> (illumination corresponds to 150 watts)
- 1 electrical connection 3 KW, incl. flat-rate power consumption, incl. 3-way socket for stand lighting
- Internet access for 1 terminal device

**Participation in the forum**  
(presentation approx. 30 minutes)

Possible topic suggestion:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**We bring our own stand construction and therefore do not need any walls.**





28-30 June 24  
Trade Fair Center Karlsruhe

- Floor space for 1 house (approx. 30 m²) 2,499 € \*
- Floor space for 2 houses (approx. 60 m²) 4,700 € \*
- Floor space for 3 houses (approx. 90 m²) 6,901 € \*

\*\* Members of the Tiny House Association e.V. receive a one-off **discount of 250 €** on the stand rental upon presentation of proof of membership

Floor space, inclusive:

- Service charges
- Electricity connection 9kW incl. electricity consumption per house
- Internet access for 1 terminal device

For special areas please mail to:  
**ramona.jonait@messe-karlsruhe.de**

Alternatively we require:

- 3 kW     20 kW (+155€)     40 kW (+447€)

A space allowance is made in the layout so that it is possible to walk around the houses. The square meter specifications given here refer to the house sizes and serve primarily as a basis for calculation.

Please enter the size of the house you wish to exhibit: (width x depth) \_\_\_\_\_ m x \_\_\_\_\_ m

If you require a higher power connection, you can book this via our OSC.

- Foodtruck

We are planning to sell the following dishes via a Foodtruck: \_\_\_\_\_

**Clubs/associations:** To participate as a club/association, please contact **ramona.jonait@messe-karlsruhe.de** directly.

**Co-exhibitors:**

There are co-exhibitors / additionally represented companies on our stand. Please fill in the co-exhibitor form

**IV Stand construction/stand services**

Further services can be ordered via the Online Service Center (OSC).

Stand construction/stand services:  
**service@messe-karlsruhe.de**      **messe karlsruhe**

**For questions about delivery and logistics, please contact Hegele directly.**  
Simon Hegele GmbH  
Ms. Kerstin Krasucka  
Phone +49 721 57009 7344  
E-mail: kerstin.krasucka@hegele.de

**V EXHIBITION GOODS according to product group index**

- Tiny House (on Wheels)
- Modular/small house
- Tiny House Accessories
- Club/association
- Educational institution
- Service providers (consulting, financing, ...)
- Food Truck
- Other: \_\_\_\_\_

All prices are subject to the VAT applicable in the year of the event. The General Participation Guidelines for Trade Fairs and Exhibitions of IDFA Members, the Special Conditions of Participation, the Technical Guidelines and the House Rules available at new-housing.de (Exhibiting) are hereby recognized as legally binding in all parts. Any deviating agreements must be made in writing. The place of fulfillment and jurisdiction is Karlsruhe.

- I have read the information on data protection in accordance with Art. 13 GDPR at [www.messe-karlsruhe.de/ds-gaus](http://www.messe-karlsruhe.de/ds-gaus)



Place, date

Company stamp, legally binding signature

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Phone: +49 721 3720 5123 Fax: +49 721 3720 99 5123

Karlsruher Messe- und Kongress GmbH  
Team NEW HOUSING  
P.O. Box 1208  
76002 Karlsruhe



## Enclosure Co-exhibitor registration

► **Co-exhibitor // Registration fee incl. marketing fee: € 220.00  
(Entry in the official trade fair medium, Internet entry)**

info

**Co-exhibitor:** With staff and products represented at the stand

**Represented companies:** With products represented at the stand

Company, legal form

Name of contact person

Street/P.O. Box

Telephone number with direct dialing

ZIP code, city

Mobile phone number (contact person for exhibition stand)

Country

E-mail address contact person

Company e-mail address

Website

VAT ID – mandatory entry for EU countries / For countries outside the EU, an entrepreneur certificate must be enclosed.

**Invoicing of co-exhibitors desired** (by default, the invoice is sent to the main exhibitor)

### Information on electronic invoicing by e-mail:

Please note: All stand-related invoices will be sent to you by e-mail to the above address. If the invoice recipient is different, please let us know the e-mail address for sending the invoice here: \_\_\_\_\_

► **Represented companies // Registration fee: 90.00 €**

### Exhibition goods:

Company

Street/P.O. Box

ZIP code, city

Country

E-mail

Website

► **The main exhibitor is company:**

All prices are subject to the VAT applicable in the year of the event. The General Participation Guidelines for Trade Fairs and Exhibitions of IDFA Members, the Special Conditions of Participation, the Technical Guidelines and the House Rules available at [new-housing.de](http://new-housing.de) (Exhibiting) are hereby recognized as legally binding in all parts. Any deviating agreements must be made in writing. The place of fulfillment and jurisdiction is Karlsruhe.

I have read the information on data protection in accordance with Art. 13 GDPR at [www.messe-karlsruhe.de/ds-gaus](http://www.messe-karlsruhe.de/ds-gaus)

3

Place, date

Company stamp, legally binding signature

# Special Terms and Conditions for Participation

in events organised by

Karlsruher Messe- und Kongress GmbH  
P.O. Box 12 08  
76002 Karlsruhe  
Phone: +49 721 3720 0  
Fax: +49 721 3720 2116  
E-mail: info@messe-karlsruhe.de  
messe-karlsruhe.de



- 1. Event**  
NEW HOUSING – Tiny House Festival 2024
- 2. Organiser**  
Karlsruher Messe- und Kongress GmbH (Messe Karlsruhe)  
P.O. Box 12 08, 76002 Karlsruhe
- 3. Date(s) and venue**  
Friday, 28 June 2024, 10 a.m. – 6 p.m.  
Saturday, 29 June 2024, 10 a.m. – 6 p.m.  
Sunday, 30 June 2024, 10 a.m. – 6 p.m.  
Karlsruhe Trade Fair Centre
- 4. Assembly and dismantling periods**  
**Assembly:**  
Wednesday, 26. June 2024, from 12 a.m. – 8 p.m.  
Thursday, 27. June 2024, 08 a.m. – 5 p.m.  
Please note: all houses must be on site by **Thursday, 27. June 2024, 12 noon** on the site. Setting up and decorating of your stand is of course still possible after this time. If you would like to deliver your house earlier, please contact ramona.jonait@messe-karlsruhe.de  
**Dismantling:**  
Sunday, 30. June 2024, 07 p.m. – 10 p.m.  
(Please note that the exit for houses is only possible approx. 1 hour after the trade fair closes).  
Monday, 01 July 2024, 8 a.m. – 6 p.m.  
It is not possible to park your house on the exhibition grounds after the end of the event. Please organise your removal in good time.
- 5. Registration and admission**  
5.1 Registration shall be effected either by returning the registration form with a signed registration form or via the online space booking shop. Upon return of the signed registration form, the exhibitor shall make a copy for his records. Provided that all admission requirements have been met, the Exhibitor shall receive written confirmation of admission from the Exhibition Management.  
5.2 If the registration is made via the online space booking, the exhibitor will automatically receive a confirmation of registration by e-mail. A few days later, the exhibitor will receive an admission from the project team. Only with this admission does the exhibitor have a legally binding document.  
a) The presentation of the services in the online space booking shop „NEW HOUSING 2024“ does not constitute an offer, but merely an invitation to submit offers.  
b) By clicking on the button „Complete registration“, the exhibitor submits a binding offer to order the services of Messe Karlsruhe selected by him (application). Before submitting the application, the exhibitor can change and view the data at any time. However, the application can only be submitted and transmitted if the Exhibitor, by clicking on the button „I have read and accept the General Terms and Conditions, the Special Conditions of Participation, the Technical Guidelines, the House Rules, the Data Protection Declaration and the General Terms and Conditions for Services USA“, has accepted them and thereby included them in his application.  
5.3 If only an acknowledgement of receipt is sent, this does not constitute acceptance of the application. The contract is only concluded when the application is expressly accepted by the Exhibitor receiving a stand confirmation or otherwise expressly accepted in text form (e.g., by order confirmation)/by e-mail.  
5.4 The contract is concluded between the Exhibitor and Messe Karlsruhe.  
5.5 The trade fair / exhibition management shall endeavour to comply with the Exhibitor's wishes in the choice of stand form but reserves the right – in consultation with the Exhibitor – to make changes due to scheduling.
- 6. Withdrawal / Cancellation**  
(1) Once admission has been granted, withdrawal from the contract by the Exhibitor shall not be possible outside the statutory provisions and the following regulations. If the Exhibitor cancels their participation after this time or declares their withdrawal or termination of the contract, they must pay the participation fee for the entire booked stand area and the ancillary costs incurred by the organiser up to this time.  
(2) To avert danger and/or for technical or safety-related reasons, the trade fair/exhibition management may prohibit or not permit an exhibit or demonstration planned by the Exhibitor, even at short notice. The discretionary decision of the trade fair/exhibition management here is binding. In this case, the Exhibitor is not permitted to withdraw from the contract and is responsible for redesigning or repurposing their stand space 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 warning.

(3) The following cancellation fees apply to services: up to eight days before the start of set-up in accordance with section 4: cancellation fees amounting to 50% of the costs for stand construction/services from the start of set-up in accordance with section 4: cancellation fees amounting to 100% of the costs for stand construction/services.

(4) Individualised services, such as customised walls, graphics, etc., are excluded from cancellation.

(5) The Exhibitor has the right to prove that Messe Karlsruhe has not incurred damages in the amount of the costs specified in items 6 (1) to 6 (4).

(6) Messe Karlsruhe is not obliged to agree to the acceptance of a contract with a substitute participant proposed by the exhibitor.

## 7. Admission requirements

Exhibitors may be manufacturers as well as those companies authorised by a manufacturing plant to exhibit their products. All exhibits must be precisely designated in the application and correspond to the offer ranges according to the product group index. Items other than those registered and approved may not be exhibited. The trade fair/exhibition management shall make all decisions regarding admission. The trade fair/exhibition management must be notified in text form and approve any changes made by the Exhibitor after approval has already been granted. There is no entitlement to approval or modification of approval. In addition, the trade fair / exhibition management shall be entitled to revoke admission if the prerequisites for admission are not or no longer met. If the Exhibitor deviates from the information provided in the application without the written approval of the trade fair/exhibition management, the trade fair/exhibition management may exclude the Exhibitor from participating in the trade fair, even at short notice and without observing any deadlines. This cannot provide the basis for claims for damages by the Exhibitor against the organiser.

## 8. Prices of participation

Stand space prices for stand space with stand construction (6 sqm or 12 sqm, see no. 9 Stand construction service) or parking space for various houses. 1 house (approx. 30 sqm) 2,499 €, 2 houses (approx. 60 sqm) 4,700 €, 3 houses (approx. 90 sqm) 6,901 €.

These prices are net area prices without stand construction or side and partition walls. Please order further services via the Online Service Centre (OSC).

The registration fee including marketing flat rate is 199.00 € + VAT. The fee for general ancillary hall costs (waste disposal + hall energy) is 2.80 € per sqm + VAT.

## 9. Stand construction service

6 sqm stand construction Basic Light 1,117 €

12 sqm stand construction Basic package 2,410 €

**Please note:** When ordering the basic or comfort package, no refund can be made for stand construction materials that are not required. Both packages can only be ordered by registering on the registration form. Once registration has been completed, stand construction can only be ordered via the Online Service Centre (OSC).

## 10. Stand allocation

Due to increased demand for Tiny Houses, a hall will be used in addition to the Atrium of Messe Karlsruhe 2024. The stand space will be allocated by the project team.

## 11. Force majeure, pandemic-related restrictions

11.1 Force majeure is an external event which has a very serious impact on the contractual relationship. It is unforeseeable based on human judgement and experience and cannot be prevented or rendered harmless by economically viable means, even when the greatest reasonable degree of care has been taken. In the case of "force majeure", in particular, Messe Karlsruhe shall be entitled to postpone, shorten, lengthen or restrict the event in whole or in part, or temporarily or permanently close the event. In such a case, the Exhibitor shall have no claim for compensation against Messe Karlsruhe. Services already provided can be settled against Messe Karlsruhe, 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 significant restriction of an adequate supply of electricity, gas or water, insofar as this is not only of a short duration or is not the fault of Messe Karlsruhe,

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

11.2 In the case of the event being postponed for any other reason by up to one year, the contractual relationship between the Parties shall remain unchanged unless the Exhibitor or Messe Karlsruhe declares in text form to the other Party, within 14 days of notification of the postponement, that adherence to the contract is unreasonable. The grounds for this being considered unreasonable must be explained in full. The evaluation standard is based on Section 313 (1) of the German Civil Code. If the other contracting party does not subsequently object in text form within seven days, the explanation of the circumstances which make this unreasonable shall be deemed to have been accepted.

## 12. Co-exhibitors and additionally represented companies

The inclusion of a co-exhibitor/an additionally represented company must be notified in writing with the registration, stating the full address including contact person (see form on page 3 of the registration). The co-exhibitor must pay a registration fee incl. marketing fee of € 220.00 plus VAT. For the additionally represented company there is a registration fee of € 90.00.

13. **Two-level stands**  
Two-level stands are subject not only to the stand rental but also to another 50% for the upper level.
14. **Stand space**  
Minimum stand space shall be of 6 sqm. Smaller stand space can only be leased if this has been arranged with the trade fair / exhibition management and if such space results from the layout planning. Any structural columns (e.g. pillars) that are located within the stand space shall form part of the stand. The final rental invoice shall be based on the dimensional survey taken by the trade fair / exhibition management. Each square metre or part thereof shall be charged in full, and the stand space shall generally be calculated as a rectangle, irrespective of installations, minor deviations, etc.
15. **Design, fittings and furnishings**  
A structural boundary between the stand area and neighbouring stands is mandatory. If the exhibitor does not have his own stand construction system or rents it from Messe Karlsruhe, stand partition walls (rear and side walls) are mandatory. The stand partition walls are not included in the stand space rental fee. Stand partition walls are available via the Online Service Centre (OSC). If the exhibitor does not order stand partition walls, but his stand space is surrounded by stand partition walls of the neighbouring stand or by existing stand partition walls, he will be charged for these stand partition walls at the conditions stated in the Online Service Center (OSC). Approx. 5 cm must be deducted from the width of the allocated stands unless clear dimensions are expressly requested due to standard stand construction. For safety reasons, the stand partition walls can be secured by supporting walls during the basic stand construction. These may only be removed by the company authorised by Karlsruhe Trade Fair Centre if the stability of the partition walls has been properly ensured by the company authorised by Messe Karlsruhe. The exhibitor shall be liable for any damage that may occur if he fails to ensure the stability of the stand partition walls after dismantling his stand. Drawings and sketches of the intended stand construction must be submitted. The installation of own tents, pavilions or canopies on the open-air site is subject to authorisation and will be made dependent on the prior submission of a sketched plan. Decorative material used by the exhibitor must be flame-retardant and otherwise comply with police regulations. The exhibitor shall be liable for any damage to the walls and floors or alterations to the rented stand space by himself, his personnel and his authorised representatives. Any costs incurred as a result will be invoiced separately. The trade fair/exhibition management must be notified of the design companies commissioned, unless they are design companies of the exhibitor's own company. If necessary, local companies are to be taken into consideration. The interior design of the halls may not be changed by the exhibitors. Pillars, wall projections, fire extinguishers, partition walls, distribution boxes and other technical equipment are part of the allocated stand space.
16. **Assembly and dismantling**  
The exhibitor will receive the access data for the Online Service Centre (OSC) in good time, the details of which must be strictly observed. **If a company's stand is still unoccupied 12 hours prior to the beginning of the event or if there is no indication that the exhibitor will arrive at a later stage, then his space shall be given side and back panels at the expense of the exhibitor, upon instruction of the trade fair / exhibition management, and the entire stand shall be either decorated with a view to creating a good overall impression or the space shall be given to other customers.** In such a case stand rental shall be payable in full. The Messe Karlsruhe shall under no circumstances be held liable for damage caused by the exhibitor's delay in submitting orders (incorrect obligatory entry in the exhibitors' directory, incomplete electric power lines during assembly, etc.). If the exhibitor dismantles his stand before the end of the exhibition, then the trade fair / exhibition management shall be entitled to charge a contractual penalty of € 500.00 + VAT.
17. **Complaints regarding stand construction services**  
Complaints must be reported immediately (without culpable delay) by the applicant on site at the Service Center of Messe Karlsruhe, but at the latest by the end of the event.
18. **Exhibitors' badges**  
Exhibitor passes are available in the OSC under Pass Management for digital distribution to your employees. For stands in the halls: up to 10 sqm 2 passes, for each additional 10 sqm 1 pass free of charge, but not more than 15 passes. If necessary, additional passes will be issued for a fee. Please refer to the relevant information in the Online Service Centre (OSC).
19. **Exhibitors' directory**  
The organiser publishes an official trade fair medium. The mandatory entry includes a basic entry in the exhibitor directory (company name, e-mail/internet, hall, stand no.) with mention of the product groups. The exhibitor may also be mentioned in social media channels. The requirement is that the registration is submitted on time. Further fee-based entries are possible. Please refer to the relevant forms in the Online Service Centre (OSC). The exhibitor is responsible for the copyright admissibility of the use of the texts and images submitted/uploaded by him in the print and/or online version of the exhibitor directory/catalogue/magazine. The exhibitor shall be solely responsible for obtaining the copyright consent of a copyright holder required for the reproduction of the images and texts in the exhibitor directories/catalogues/magazines. Should the Organiser find itself exposed to claims by third parties, in particular 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 any damage incurred by the Organiser as a result and shall indemnify the Organiser against such claims by the third party. Any licence or exploitation fees or copyright fees (e.g. to VG Bild Kunst or the artist or author of the submitted/uploaded texts) arising from the reproduction of texts and images in the exhibitor directories/catalogues/magazines shall be borne by the exhibitor.
20. **Animals**  
Animals are not permitted at the event. Guide or assistance dogs are permitted where required for medical reasons. Proof of the need for such guide/assistance dog must be presented upon request. Special exceptions apply to animal-related events.
21. **Sale/Distribution**  
The sale/distribution of goods and services is only permitted when specifically stated in the permit and only when such sales/distribution activities are performed in the rented stand area. The exhibitor must comply with the legal requirements, particularly those pertaining to price labelling. Procurement of and compliance with necessary official permits (such as those from the relevant trade and health authorities) is solely the responsibility of the exhibitor. Contraventions entitle Messe Karlsruhe, after prior warning, to close the stand immediately and to exclude the exhibitor from participation in the event and possibly any subsequent events. The exhibitor remains liable for the full price of participation nonetheless and shall have no claim for damages in this respect.
22. **Photography**  
The trade fair / exhibition management is entitled to authorise staff to make drawings, video recordings and photographs of trade fair stands and exhibits and to use the resulting material for its advertising purposes (cf. house rules §6). The exhibitor shall waive all objections arising from his rights of ownership and rights of use. Other persons require express written permission from the trade fair / exhibition management for recordings of any kind.
23. **AUMA fee**  
Net fees of € 0.60 per square metre + VAT for indoor space and outdoor space are levied for the Association of the German Trade Fair Industry (AUMA). This amount shall be invoiced along with the stand rental. AUMA upholds the manifold interests of German industry in matters of exhibitions and trade fairs.
24. **Technical facilities**  
Requests for electricity, water, compressed air, telephone connections, etc. can only be met if orders are received on time via the Online Service Centre (OSC). A sufficient amount of general illumination will be available. However, the exhibitor can ask for additional electric lines to be installed at his own expense. Charges for such lines shall be based on the nearest connection point from the relevant stand. The installation of supply lines may only be entrusted to contractors licensed for this purpose by the trade fair / exhibition management. The use of electricity, water and gas within the stand space shall be at the exhibitor's expense. The trade fair / exhibition management accepts no liability for damage due to technical faults resulting from supply fluctuations, power cuts or force majeure or due to power disruptions effected upon the orders of the fire department, police or public utilities. The specifications of the technical guidelines (<https://www.messekarlsruhe.de/data/downloads/contact-documents-and-guidelines/technical-guidelines-forfairs-and-exhibitions-fair.pdf>) must be observed.
25. **Terms of payment**  
Rent for stand space (stand rental) and all other charges are net prices and exclusive of German VAT which is payable at the relevant statutory rate, specified in addition to each price. If no valid VAT ID is provided by companies from the EU with places of business outside Germany, then Messe Karlsruhe is obligated to add the statutory sales tax to the invoice sum. The exhibitor shall receive an invoice for the stand space upon/after confirmation of the stand; where additional charges and stand construction packages are concerned, invoicing shall depend on the order date. All invoices are payable upon receipt. If an invoice is not settled by the exhibitor within 30 days of receipt, then the exhibitor shall be considered as being in arrears irrespective of a reminder. If the exhibitor is in arrears, then the trade fair / exhibition management shall be entitled to charge default interest at the statutory rate. In the event of continuing arrears despite a reminder the trade fair / exhibition management reserves the right to cancel the agreement with immediate effect on the grounds of a compelling reason. Please note that all orders received less than two weeks before the start of the event will be subject to an express service charge of 25%.
26. **Advertising**  
Active advertising outside the rented stand is not permitted except for the onsite advertising services offered by Messe Karlsruhe. In the event of violations, the trade fair / exhibition management reserves the right to take immediate action. It may also cancel existing agreements for subsequent events on the grounds that essential requirements for contractual fulfilment are no longer met.
27. **Accident prevention**  
It is mandatory for the exhibitor to ensure that his exhibited machinery, equipment, devices, etc. have safety devices that comply with the accident prevention regulations of the relevant trade association. Any personal injury or property damage arising from the operation of exhibited machinery, equipment, technical systems, etc. shall be the exhibitor's liability. Fire extinguishers and their signs shall not be removed or covered, and emergency exits shall not be covered or concealed by exhibition stands or exhibits. The specifications of the technical guidelines (<https://www.messe-karlsruhe.de/data/downloads/vertragsunterlagen-und-richtlinien/technische-richtlinienfuer-messen-und-ausstellungen-messe.pdf>) must be observed.
28. **Cleaning**  
The cleaning of outdoor exhibition premises and halls shall be conducted by the trade fair / exhibition management. The exhibitor undertakes to clean the stand he has rented. Packaging and similar materials shall not be stored in halls.

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**29. Insurance and security**

The exhibitor shall be liable for any personal injury and property damage caused by his company. As detailed in the participation regulations of IDFA (the Interest Group of German Trade Fairs and Exhibition Cities), which become part of the contract between organiser and exhibitor, the trade fair / exhibition management accepts no liability for damage caused by fire, burglary, theft, burst pipes or weather conditions. We therefore urgently recommend the conclusion of an exhibition risk insurance. The trade fair / exhibition management has concluded a special agreement with an insurance company for the duration of the exhibition. In view of the special reduced rates that are available, it is recommended that exhibitors join this agreement. Should the exhibitor wish to obtain special chargeable stand security, then this shall be conducted exclusively by companies commissioned for this purpose by the trade fair / exhibition management on the terms which are applicable at the time. The relevant forms can be found in the Online Service Center (OSC).

**30. GEMA**

The exhibitor shall contact GEMA (German Society for Musical Performing Rights and Mechanical Reproduction Rights) in the following cases: use of live music, band music, records, cassettes, CDs, DVDs, presentations of films with sound or videos with music or in the event of membership of an AV or TV medium. GEMA, 11506 Berlin, Germany, Phone: +49(0)30 58858999.

**31. Data protection**

The personal data which you have provided will be processed in the context of fulfilling the contract. In this context, the data may also be passed along to third parties (service partners) insofar as this may be necessary to fulfill the contract. The processing of the data occurs according to article 6, paragraph 1, lit b DSGVO. Moreover, your data will be used in legitimate interest for direct advertising according to article 6, paragraph 1, lit f DSGVO. You can find further information at: [www.messe-karlsruhe.de/ds-gaus](http://www.messe-karlsruhe.de/ds-gaus).

**32. Domiciliary right**

The trade fair / exhibition management exercises a domiciliary right on the outdoor premises and in the exhibition halls. Instructions of the trade fair / exhibition management, their employees and their stewards shall be observed.

**33. Recognition of the terms and conditions of exhibition and the house rules**

By registering for participation in the exhibition, the exhibitor bindingly recognises these Special Terms and Conditions for Participation, the General Exhibiting Guidelines for Trade Fairs and Exhibitions of IDFA Members and the House Rules both for himself and for his agents. In the event of a violation, the trade fair / exhibition management shall be entitled to remove the faults or disruptions at the expense of the relevant exhibitor and to close down the stand without compensation. If the provisions of these "Special Terms and Conditions for Participation" differ from the corresponding provisions of the "General Exhibiting Guidelines for Trade Fairs and Exhibitions of IDFA Members", the provisions of the "Special Terms and Conditions for Participation" shall always take precedence.

**34. Period of limitation**

All contractual and pre-contractual claims of the exhibitor towards the trade fair / exhibition management shall come under the statute of limitation for a period of 6 months. This period shall start on the working day after the end of the exhibition.

**35. The place of jurisdiction and performance is Karlsruhe. The law of the Federal Republic of Germany applies. The terms and conditions of the organiser shall apply exclusively; the terms and conditions of the exhibitors shall not apply. The English text is legally binding.**

**36. 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 condition that comes closest to the original condition's economic meaning and purpose shall be deemed agreed in its place.

# General Exhibiting Guidelines for Trade Fairs and Exhibitions of IDFA Members\*



In the event of any non-conformity, the following regulations shall apply in the undermentioned order (if available):

- A. Individual binding agreements of the organizer
- B. Special Exhibiting Conditions of the organizer
- C. General Exhibiting Guidelines

## 01. Participants

- 01.01 The participants in trade fairs and exhibitions shall be divided into exhibitors, co-exhibitors and additionally represented companies. They shall hereinafter be called "participants" for short.
- 01.02 The admission of one or more co-exhibitors shall only be possible in exceptional cases and shall entitle the organizer to charge a special fee.  
In all cases, however, the admitted exhibitor shall be liable for ensuring that the co-exhibitor(s) complies (comply) with the obligations upon the exhibitor.
- 01.03 Exhibitors, co-exhibitors and additionally represented companies  
An **exhibitor** shall be regarded as anyone who hires an exhibition stand for the duration of a trade fair or exhibition and takes part in this event with their own personnel and their own products or services.  
A **co-exhibitor** shall be regarded as anyone who takes part in a trade fair or an exhibition on the stand of an exhibitor with their own personnel and their own products or services. Co-exhibitors shall also include members of a group of companies and subsidiaries.  
In the case of an exhibitor who is actually a manufacturer, an **additionally represented company** shall be regarded as every other firm whose goods or services are offered by the exhibitor.  
If an exhibitor, who is a sales company, presents both products from a manufacturer and additional goods and services from other firms, these firms shall be regarded as **additionally represented companies**.
- 01.04 The admission of the exhibitor shall not lead to a contract between the co-exhibitors or additionally represented companies registered by the exhibitor and the organizer.  
The inclusion of co-exhibitors shall normally be subject to a licence and a charge. The inclusion of additionally represented companies shall be subject to a licence; a charge shall only be paid for these companies if this is stipulated in the Special Exhibiting Conditions. The charge shall be paid by the exhibitor; it may also be subsequently invoiced by the organizer.  
A written application for the inclusion of a co-exhibitor shall be sent to the organizer showing the full address and the names of contact persons.

## 02. Registration

- 02.01 Anyone wishing to register [participation and ordering of a stand] for a trade fair or exhibition [hereinafter called "event"] shall do so using the registration form, which shall be completed in full and signed with legally binding effect. This application shall be regarded as a contract offer from the exhibitor, which requires acceptance by the organizer. Submission of the application form shall constitute no grounds for admission to the event.
- 02.02 By submitting the application form, the exhibitor shall hereby accept these "General Exhibiting Guidelines" and, if available, the "Special Exhibiting Conditions" applying to the particular event, the "House Rules", the "Technical Guidelines" and the regulations contained in the "service documents". This obligation shall also extend to the persons employed by the exhibitor at the event, other participants registered by the exhibitor and other agents.
- 02.03 The exhibitor shall be obliged to comply with relevant labour and trade legislation, environmental protection regulations, fire protection regulations, accident prevention regulations and the provisions of competition law. The exhibitor shall also personally comply with EU Regulations No. 2580/2001 and No. 881/2001, especially in regard to finance and personnel.
- 02.04 The exhibitor shall continuously monitor compliance with the above-mentioned regulations by the persons whom he employs at the event, his other registered participants and other agents. In the event an infringement of this obligation, the exhibitor shall intervene and/or inform the organizer about the infringements.
- 02.05 By submitting the application form, the exhibitor hereby agrees to his data being recorded, processed and used for the purpose of organizing the event and for purposes of advertising, market research or opinion research – in accordance with the latest version of the Data Protection Act – and to these data being passed on to third parties in connection with the above-mentioned purposes. The exhibitor shall hereby give his consent in this respect, unless he has filed an express objection. The exhibitor shall also be obliged to take part in electronic visitor recording and evaluation programmes, and shall agree to the publication of information relating to his participation via electronic media, including the Internet.

## 03. Admission

- 03.01 The organizer shall take a decision, if necessary in agreement with the respective committees, regarding the admission of the exhibitor and registered exhibits to the event via a written confirmation of admission. A contract shall come about with the admission of the exhibitor [see subsection 02.01, sentence 3].
- 03.02 The organizer may exclude individual participants from taking part in the event for factually justified reasons, especially if the amount of space available is insufficient. The organizer may also restrict the event to certain groups of participants if this is necessary to attain the purpose of the event. The organizer shall also be entitled to impose restrictions on the registered exhibits and change the amount of registered space. Admission shall only apply to the registered exhibits, the participants mentioned in the confirmation of admission and the space stipulated therein. No items apart from those which have been registered and admitted to the event may be exhibited.
- 03.03 The participant shall have the actual and legal power of disposal over the registered exhibits and shall be in possession of any necessary official operating licences. Descriptions and brochures relating to the goods or services to be exhibited shall be submitted by the participant on request.

## 04. Space assignment

- 04.01 The organizer shall personally assign space in accordance with the subject and structure of the particular event and the actual amount of space available. If possible, the organizer shall try and accommodate requests for specific space assignments in the registration form. The order in which applications are received shall not be the sole decisive factor in assigning space.
- 04.02 The organizer shall admit participants to the event by issuing written confirmation of participation along with details of the stand provided [stand confirmation]. Unless otherwise agreed in writing, the participation contract between the exhibitor and the organizer shall hereby be concluded with legally binding effect. If the contents of the stand confirmation differ from the contents of the exhibitor's registration form, the contract shall be concluded on the basis of the stand confirmation, unless the exhibitor objects in writing within two weeks.

## 05. Unauthorized transfer of stand space, co exhibitors, additionally represented companies

- 05.01 The assigned stand space may not be exchanged with another exhibitor. Partial or complete transfer of the stand space or subletting of the stand space to third parties shall also not be permitted without the approval of the organizer. In the event of an infringement of this provision, the organizer shall be entitled to terminate the contract immediately according to section 17 for good cause.
- 05.02 If several exhibitors want to rent a stand together, they shall name a jointly appointed authorized representative on the application form. The organizer shall negotiate solely with this authorized representative. If several exhibitors rent a stand together, every one of them shall be jointly and severally liable to the organizer.
- 05.03 The exhibitor may only accept co-exhibitors or additionally represented companies (cf. 01.04) with the prior approval of the organizer. Third parties shall also be regarded as co-exhibitors or additionally represented companies if they have close economic or organizational ties to the applicant. The exhibitor shall enter the names of all co-exhibitors or additionally represented companies on the application form. Co-exhibitors or additionally represented companies not named on the application form may not display exhibits on the exhibitor's stand.

## 06. Fees, payment deadlines and terms, lessor's right of lien

- 06.01 The participation fee amount and the payment deadlines are shown in the Special Exhibiting Conditions. The payment deadlines shall be observed. Prior and full payment of the invoice on the stipulated dates shall be a prerequisite for taking possession of the assigned stand space and for handing over the par-

icipant passes. No provision shall be made for deferral of payment in the event of any deviation from this regulation. Objections to the invoice may only be taken into account if they are sent in writing within 14 days after receipt of the invoice. When sending the invoice, the organizer shall draw the exhibitor's attention in particular to the importance of his actions.

- 06.02 An AUMA service fee amounting to €0.60 per square metre of stand space shall be charged for the activities of the Association of the German Trade Fair Industry (AUMA), Littenstrasse 9, 10179 Berlin. This service fee shall be listed separately on the invoice.
- 06.03 All invoice amounts shall be transferred in Euro without any bank charges or deductions quoting the customer number and invoice number to one of the accounts shown on the invoice. If the exhibitor fails to pay on time, the organizer shall be entitled to charge interest amounting to the interest rate which he would pay for taking out corresponding loans, but at least 8 percent above the current base interest rate, plus a fee of €3.00 for every additional warning letter. The organizer shall reserve the right to assert claims for statutory interest after the due date [§ 353 of the German Commercial Code], any further damage caused by default and other rights arising from these Exhibiting Conditions. The participant shall be entitled to provide the organizer with documentary evidence to the effect that the latter suffered no damage over and beyond the statutory default interest rate as a result of default in payment.
- 06.04 If the participant culpably fails to comply with his payment obligations on time, the organizer shall reserve the right, after granting a reasonable period of grace with consideration of the circumstances and the remaining time, to terminate the contract with immediate effect according to section 17 for good cause.
- 06.05 Should a participant fail to comply with his payment obligations, the organizer may exercise his right of lien, retain the exhibits and the stand fittings, and have them auctioned at the expense of the participant, each time after prior written notification, or to sell them privately if they have a stock exchange price or a market price.
- ## 07. Non-participation by the participant
- 07.01 Non-participation by the participant shall not generally release him from his contractual obligations. The participant shall be obliged, in particular, to pay the contractually due fees. The organizer shall not be obliged to accept a replacement participant nominated by the participant.
- 07.02 In the event of non-participation, the participation fee shall become due for payment immediately if the due date has not already been established according to subsection 06.01.
- 07.03 In order to ensure that the trade fair/exhibition has a unified appearance, the organizer shall be entitled to reassign the stand space not used by the participant if the latter does not take part in the event. The participant shall pay an administrative fee [see subsection 17.06] for the attempts by the organizer to hire the exhibition stand for a consideration other than through an exchange with the stand space of another participant. This provision shall also apply if the stand space is reassigned to a replacement exhibitor who is nominated by the participant and accepted by the organizer. If no interested party is found, the organizer shall be entitled to arrange the stand space at the expense of the participant. The participant shall also not be released from the obligation to pay the participation fee if the assigned stand space is hired in another way, but the total area available for the event cannot be fully hired out.
- 07.04 In the event of non-participation by a co-exhibitor, the participant shall still be obliged to pay the full registration fee [see subsection 01.04].
- ## 08. Cancellation, relocation and change in the duration of the event
- 08.01 The organizer shall be entitled to cancel the event for good cause, change its date and location, change its duration or – if necessitated by space conditions, police instructions or other compelling reasons – move the stand space assigned to the participant, change its dimensions and/or limit the stand space. Any change in regard to the venue or its time or any other change shall become an integral part of the contract when the participant is notified accordingly. In this case, the participant shall be entitled to withdraw from the contract within 14 days after receipt of the notice of change. Compensation claims against the organizer shall be excluded in this case, unless the change was due to gross negligence or intent on the part of the organizer or his agents.
- 08.02 Cases of force majeure, which prevent the organizer from fulfilling all or some of his obligations, shall release him from the performance of this contract until such time as force majeure ceases. The organizer shall inform the exhibitor immediately, unless he is also impeded by a case of force majeure. The impossibility of a sufficient supply of auxiliary materials such as electricity, heating, etc., as well as strikes and lockouts shall be regarded as tantamount to a case of force majeure – unless they only last for a short period or were caused by the organizer. If the organizer incurs costs in these cases for the preparation of the event, the participant shall be obliged to pay these costs.
- 08.03 If the organizer is able to stage the event at a later date, the participant shall be notified accordingly. The participant shall be entitled to withdraw from the contract within 14 days after receipt of this notification. Compensation claims against the organizer shall be excluded in this case, unless the change of date was due to gross negligence or intent on the part of the organizer or his agents.
- 08.04 If the organizer is responsible for cancelling the event, the participant shall not be obliged to pay the participation fee.
- 08.05 If the organizer is forced to shorten an event already in progress on account of the occurrence of force majeure or for other reasons for which he is not responsible, the exhibitor shall not be entitled to claim full or partial reimbursement or waiver of the participation fee.
- ## 09. Stand construction, fittings and design
- 09.01 All exhibition stands and other event areas shall be measured and marked by the organizer. In case of doubt, the organizer shall have the right to make a final decision [§ 315 of the German Civil Code].
- 09.02 The participant shall be obliged to build a trade fair stand or an exhibition stand [stand] on the rented exhibition space. The stand shall be occupied on time, but at the latest 24 hours before the start of the event. If the participant does not occupy the stand on time, the organizer may terminate the contract immediately according to section 17 for good cause.
- 09.03 Exhibits, stand equipment and/or other items, which were not shown on the application form or whose appearance, smell, lack of cleanliness, noise or other characteristics create an unreasonable nuisance or disturbance affecting the smooth running of the event or which otherwise turn out to be unsuitable shall be removed immediately at the request of the organizer. If these items are not removed at once, the organizer may dispose of them at the participant's expense and terminate the contract immediately according to section 17 for good cause.
- 09.04 In principle, every participant shall be free to design and equip their stand according to their own criteria. However, the stand design and equipment shall take account of the typical exhibiting criteria of the event and all conditions of the organizer, especially the Technical Guidelines, the Special Exhibiting Conditions and the service catalogue. The organizer shall be entitled to request the participant to submit plans and stand descriptions that are true to dimensions. The name of the company and the address or head office of the participant shall be clearly marked on a stand sign. The names of the companies commissioned to design and build the exhibition stand shall be notified to the organizer.
- 09.05 The stand shall be properly equipped and occupied by knowledgeable personnel at the fixed opening times throughout the duration of the event stipulated in the Special Exhibiting Conditions.
- 09.06 If the design and/or equipment of a stand do not comply with the relevant specifications, the organizer may request that the stand be changed or removed accordingly by the participant. The costs in this case shall be borne by the participant. If the participant fails to comply with this request straightaway, the organizer shall be entitled to change the stand at the participant's expense or terminate the contract immediately according to section 17 for good cause.
- 09.07 Construction of the stand shall be completed at the latest before the end of the construction times sti

\* The IDFA is the interest group of German trade fairs and exhibition cities. Its members are the trade fair companies in: Bremen, Dortmund, Essen, Friedrichshafen, Hamburg, Karlsruhe, Leipzig, Offenbach, Pirmasens, Saarbrücken and Stuttgart. IDFA members issue these guidelines together on a voluntary basis in the interest of ensuring fair and equal treatment for all exhibitors. Members are free to enter into agreements with exhibitors that diverge from these guidelines. Such agreements and arrangements require written confirmation from the IDFA member in question in order to take effect.

- plated in the Special Exhibiting Conditions. The participant shall not be entitled to remove exhibits from the stand or start dismantling the stand before the beginning of the stand dismantling times stipulated in the Special Exhibiting Conditions.
- 09.08 Any exhibits exceeding the fixed height limits for the stands shall require the permission of the organizer. This provision shall also apply to the presentation of very heavy exhibits for which foundations or special equipment are required.
- 09.09 The participant shall be solely responsible for vacating the stand on time and restoring the original state of the exhibition space. All obligations of the organizer shall end after expiry of the stand dismantling period stipulated in the Special Exhibiting Conditions. The organizer shall accept no responsibility whatsoever for goods left on the trade fairgrounds, including those which were sold to a third party during the event. The organizer shall be entitled to charge a reasonable storage fee for goods which are not dismantled and taken away on time. The organizer shall also be entitled to use a suitable company to remove and store goods immediately at the participant's expense and risk.
- 10. Advertising**
- 10.01 The participant shall only be entitled to use any kind of advertising on his stand for his own company and solely for the goods which he produces or sells, provided they have been registered and admitted to the event.
- 10.02 Loudspeaker advertising, other acoustic measures and slide, film, video or computer presentations and other noisy measures shall require the written approval of the organizer. This provision shall also apply to the use of audio or visual equipment for the purpose of attaining a better advertising impact or if the demonstration of exhibits is noisy or annoying.
- 10.03 The organizer shall be entitled to stop unauthorized advertising without the aid of courts or the police and to personally remove it or have it removed. The costs of removing unauthorized advertising shall be borne by the participant. Licences that have already been issued may be subjected to restrictions or revoked in the interest of maintaining an orderly event if no other remedial measures are possible.
- 10.04 If the participant plays back mechanically reproduced music, he shall be obliged to obtain the necessary public performance licence and pay the fees in this respect.
- 10.05 The participant shall not be permitted to carry or drive around advertising media on the trade fairgrounds or distribute printed matter and samples outside his stand.
- 10.06 The participant shall be strictly forbidden to approach and interview visitors outside the stand. In the event of an infringement of this provision, the organizer shall be entitled to terminate the contract immediately according to section 17 for good cause.
- 10.07 Political advertising and/or political statements shall not be permitted, unless the political statement forms part of the event. In the case of political statements or political advertising which are capable of disturbing the smooth running of the event or public order, the organizer shall be entitled but not obliged to request the participant to stop showing the offending items and to remove them from his stand. If the exhibitor fails to comply with this request, the organizer shall be entitled to terminate the contract immediately according to section 17 for good cause.
- 11. Direct selling**
- 11.01 Direct selling shall not be permitted, unless it is expressly permitted in the event-related "Special Exhibiting Conditions". If direct selling is permitted according to the "Special Exhibiting Conditions", the items for sale shall be marked with clearly legible price tags according to the Price Quotation Ordinance.
- 11.02 The participant shall be responsible for obtaining and maintaining licences from the trade supervisory and public health authorities.
- 12. Exhibitor passes**
- 12.01 After paying the invoice amounts in full (see section 06), every exhibitor shall receive for his stand exhibitor passes entitling him to free admission to the event (see Special Exhibiting Conditions). The number of exhibitor passes shall not be increased through the inclusion of other participants. Additional exhibitor passes may be obtained on payment of a charge to the organizer (see Special Exhibiting Conditions). The exhibitor passes shall be intended for stand personnel and shall be completed in accordance with the instructions on the pass. Exhibitor passes may not be passed on to third parties.
- 13. Security, cleaning, waste disposal**
- 13.01 Stand security and supervision during the daily opening hours of the event shall normally be the responsibility of the participant, also during the stand construction and dismantling periods. The organizer shall only be responsible for general supervision of the halls and the trade fairgrounds outside the opening hours of the event. No services shall be provided in connection with custody, safekeeping or protection of interests of the participants. Valuable, easy-to-remove items belonging to the participant shall be placed under lock and key at night-time. The participant shall use, at his own expense, the security firm commissioned by the organizer for additional stand supervision.
- 13.02 The organizer shall pay the costs for general cleaning of the trade fairgrounds and the exhibition hall aisles. The participant shall be responsible for cleaning his stand/stand area. Cleaning of the stand shall be completed each day before the event starts. The participant shall use the cleaning company appointed by the organizer to clean his stand. If the participant uses his own cleaning personnel, they may only carry out their work one hour before and after the daily opening times of the particular event.
- 13.03 In the interest of environmental protection and environmentally-friendly trade fairs, the participant shall be obliged in principle to reduce the amount of packaging and waste; this obligation shall also include the use of brochures. If separate waste disposal systems are used, the participant shall utilize them and also pay his share of any waste disposal costs according to the "polluter principle". If the participant leaves behind rubbish or other items after vacating the stand, the organizer shall be entitled to dispose of or destroy these items at the participant's expense.
- 14. Photography and other visual recordings**
- 14.01 All types of commercial visual recordings, especially photography and film/video recordings, on the trade fairgrounds may only be carried out by persons who have been authorized to do so by the organizer and are in possession of a valid pass issued by the organizer. Stand photographs, which are to be taken outside the daily opening hours and require special lighting, shall be subject to the approval of the organizer. Any resulting costs shall be borne by the participant, unless they are paid by the photographer.
- 14.02 The organizer – and with the approval of the organizer – press journalists and television stations shall be entitled to photograph, draw and make film and video recordings of the event, the exhibition buildings/stands and the exhibited items, and to use these photographs, drawings and recordings free of charge for advertising purposes or press publications.
- 15. Protection of industrial property rights**
- 15.01 The participant shall be solely responsible for protecting copyright or other industrial property rights relating to the exhibits. Six-month protection from the start of an event in accordance with the Law Relating to the Protection of Samples at Exhibitions dated 18 March 1904 (Reich Law Gazette, page 141) and the Trademark Reform Law dated 25 October 1994 (Federal Law Gazette 1, page 3082) shall only take effect if the Federal Minister of Justice has published a corresponding announcement in the Federal Law Gazette for a specific exhibition (exhibition protection).
- 15.02 Every participant shall be obliged to observe the industrial property rights of other participants and shall refrain from infringing these industrial property rights. If it is proved that the participant has personally infringed industrial property rights, the organizer shall be entitled to terminate the contract immediately according to section 17 for good cause.
- 16. House authority**
- 16.01 The participant shall comply with the organizer's house authority throughout the trade fairgrounds during the event. The participant shall follow the instructions of the organizer's employees, who shall identify themselves by means of an official pass. The length of stay on the trade fairgrounds for participants and their employees or authorized representatives shall be limited to one hour before and after the daily opening hours of the particular event. Stands of other participants may not be visited outside the daily opening times without the permission of the stand owner.
- 17. Violations of duty by the participant, right to terminate the contract, contractual penalty**
- 17.01 Culpable violations of the participant's duties from the contract or of the provisions of the organizer's house rules shall entitle the organizer to terminate the contract immediately for good cause if the violations are not discontinued straightaway. Good cause for terminating the contract immediately shall be deemed to exist, in particular, if the participant violates the obligations stipulated in subsections 05.01, 06.04, 09.02, 09.03, 09.06, 10.06, 10.07 and 15.02.
- 17.02 If the contract is terminated for good cause, the organizer shall be entitled to close down the participant's stand immediately and request the participant to dismantle the stand straightaway and vacate the stand space.
- 17.03 If the participant does not dismantle the stand or clear the stand area on time, the organizer shall be entitled to either personally dismantle the stand and/or clear the stand area or have this work carried out by third parties at the expense of the participant.
- 17.04 The participant shall be obliged to pay the due participation fee as minimum compensation for the rest of the event if the stand area cannot be hired or can only be hired for a consideration through exchange with the stand area of another exhibitor.
- 17.05 If a replacement participant cannot be found for the stand area of the participant whose contract has been terminated, the organizer shall be entitled to design the stand area at the expense of the participant in order to ensure a unified appearance of the event.
- 17.06 The participant shall pay a flat-rate net management charge amounting to 25% of the participation fee, but at least €400 plus the statutory value-added tax for the attempts by the organizer to rent the stand area for a consideration in a way other than through exchange.
- 17.07 The organizer shall be entitled to request the participant to pay in every individual case a maximum contractual penalty of €10,000, which is to be fixed by the organizer according to his fair judgement and reviewed by the competent regional court in the event of dispute, if the participant culpably violates his obligations from
- subsection 05.01: Unauthorized transfer of stand space
  - subsection 06.01: Duty to make an advance payment
  - subsection 09.02: Stand construction
  - subsection 09.03: Non-removal of annoying objects
  - subsection 09.06: Stand design/equipment
  - subsection 09.09: Vacation of stand on time
  - subsection 10.06: Unauthorized approaching/interviewing of visitors
  - subsection 10.07: Ban on political advertising
  - subsection 13.02: Failure to clean the stand
  - subsection 15.02: Infringements of industrial property rights
- If the organizer is also entitled to compensation on account of the culpable infringement of obligations by the participant, the contractual penalty shall be offset against the compensation claim.
- 18. Liability and insurance**
- 18.01 In the case of gross negligence, the organizer shall only be liable for the actions of his legal representatives and managers, except in the case of material contractual obligations (cardinal obligations) or in the event of loss of life, physical injury or damage to health.
- 18.02 In the case of slight negligence, the organizer shall only be liable for the violation of material contractual obligations or in the event of loss of life, physical injury or damage to health.
- 18.03 The organizer shall only be liable, irrespective of the legal reason, for foreseeable damage which can typically be expected to arise.
- 18.04 In so far as the organizer is liable in cases of minor negligence, his liability shall be limited to EUR 10,000.
- 18.05 The organizer's liability without fault for already existing defects in accordance with § 536 a (1) of the German Civil Code (e.g. stand equipment) and for any subsequent losses of the participant shall be expressly excluded.
- 18.06 Damage shall be reported in writing immediately to both the police and the organizer. In the event of damage, the organizer shall only pay compensation amounting to the present value on presentation of written documentary evidence relating to the purchase costs.
- 18.07 Compensation for damages shall be excluded if the organizer's insurance company refuses to pay for the damages due to the late submission of a damage report by the participant.
- 18.08 The participant shall be liable to the organizer for the damage caused by the participant himself, his employees, authorized representatives or exhibits and stand fittings. In the case of lump-sum compensation claims, the organizer shall still be entitled to prove to the participant that he suffered higher damage. The participant shall be entitled to prove that no damage occurred or that the damage was much less than that stated in the lump sum.
- 18.09 If the participant is an event organizer within the meaning of the Sample Assembly Ordinance (MVStättVO) and according to the latest version of the State Assembly Ordinance, he shall be responsible according to the Sample Assembly Ordinance (MVStättVO), especially section 38 (1), (2) and (4), and the relevant provisions of the particular State Assembly Ordinance. The participant shall be obliged in this case to release the organizer and his agents from any damage claims and administrative fines based on their operator liability according to section (5) of the Sample Assembly Ordinance (MVStättVO) or the relevant provisions of the particular State Assembly Ordinance. The provisions of subsection 18.01 shall not be affected.
- 18.10 The organizer shall bear no insured risk whatsoever in respect of the participant. The participant is expressly referred to the possibility of taking out his own insurance coverage. Every participant shall have the possibility of acquiring extensive insurance coverage on the basis of general contracts concluded by the organizer. Further details on this insurance can be found in the registration documents.
- 19. Saving clause, statutory limitation, right of retention**
- 19.01 If one of the clauses of these General Exhibiting Guidelines is or becomes invalid or unenforceable, the validity of the other clauses shall not be affected. The contracting parties shall be obliged in this case to agree a valid and enforceable clause which comes as close as possible to the clause to be replaced within the meaning of the General Exhibiting Guidelines. This provision shall also apply to any loopholes in the General Exhibiting Guidelines.
- 19.02 The limitation period for claims against the organizer shall be one year, unless they are due to gross negligence or intent on the part of the organizer or the claims are subject to a statutory limitation period of more than three years.
- 19.03 The participant shall only be entitled to offset claims against the organizer if his counterclaims are legally enforceable, are undisputed or have been accepted by the organizer. This provision shall also apply to rights of retention if the participant is a registered trader, a legal person under public law or a special public asset. If the participant does not belong to this group of persons, he shall be entitled to exercise a right of retention in so far as his counterclaim is based on the same contractual relationship.
- 20. Priority**
- 20.01 Only the German version of the contractual conditions shall be authoritative in regard to the legal relationship between the contracting parties. The German text shall be legally binding.
- 21. Place of performance, place of jurisdiction, applicable law**
- 21.01 The law of the Federal Republic of Germany shall apply solely to all legal relations between the organizer, his employees, agents and vicarious agents on the one hand and the participant or his employees, agents and vicarious agents on the other hand.
- 21.02 For both contracting parties, the place of performance and place of jurisdiction (also for legal proceedings for dishonoured cheques or bills) shall be the domicile of the organizer, provided the participant is a registered trader, a legal person under public law or a special public asset, or if there is no general place of jurisdiction in Germany. However, the organizer shall reserve the right to take legal action at the general place of jurisdiction of the participant.
- The German text shall be legally binding.



# Messe Karlsruhe | House rules and regulations

## 1. Scope and house regulations

1.1 These house rules apply throughout the exhibition grounds at the Messe Karlsruhe site, the halls and buildings of the Conference Centre at the Festplatz in Karlsruhe (Stadhalle, Schwarzwaldhalle, Konzerthaus and Gartenhalle), and to sectioned-off event areas at the Festplatz. In the following, these halls, buildings and open-air spaces are referred to as "places of assembly".

1.2 These places of assembly are private property and subject to the house rules of Karlsruhe Messe- und Kongress GmbH (hereinafter referred to as "Messe Karlsruhe"), Festplatz 9, 76137 Karlsruhe, Germany, which enforces the house rules throughout the premises together with the respective organiser and its own representatives.

1.3 The house rules apply to all visitors, exhibitors, tenants, service providers and all other persons unless otherwise specified in an individual agreement. They do not apply to employees of Messe Karlsruhe.

1.4 Possible consequences of an infringement of these house rules:

- Immediate removal from the premises
- Exclusion from the event
- Ban on entering the premises
- Criminal prosecution
- Claim for damages

A refund of entrance fees is excluded in these cases.

1.5 Additional event-specific regulations are announced by posters or other means (Internet, entry tickets, etc.).

## 2. Right to enter and remain on the premises

2.1 The right to enter and remain on the premises shall only be granted to persons who can show either a valid entry ticket, an accreditation valid for the day of the event or other access authorisation.

2.2 Persons are only permitted to remain in the buildings for the times and purposes specified by the access authorisation. The access authorisation must be carried until the person leaves the premises and be shown to security personnel upon request.

2.3 Persons wishing to purchase an entry ticket may access the ticket office area.

2.4 Children and young people under the age of 14 must be accompanied by a parent, guardian or other responsible person. Otherwise, the provisions of the German Youth Protection Act (*Jugendschutzgesetz*) shall apply.

2.5 For security reasons, Messe Karlsruhe may prohibit the taking of bags and rucksacks into the premises and require bags, rucksacks and coats to be deposited in the cloakroom for the standard fee of up to € 2. If no prohibition of this type is in operation, visitors must be aware that security personnel may conduct bag and body searches and that containers, coats, jackets and capes carried by the visitor will be checked for their contents. **Messe Karlsruhe accepts no liability for valuables, money, keys in bags, rucksacks or coats that are deposited in the cloakroom!**

2.6 Access to the premises will not be granted to persons who

- have no valid access authorisation
- are clearly under the strong influence of alcohol or drugs
- have the obvious intention of disrupting the event
- refuse to cooperate with security checks
- are carrying prohibited goods (see. 5.11) or
- have been banned from the premises.

If access has already been granted, violation of the above or other house rules of the place of assembly may result in expulsion from the premises.

In these cases, a refund of entry fees is excluded.

2.7 For security reasons, Messe Karlsruhe may order the closure and evacuation of rooms, buildings, portable structures or open spaces and/or the termination of events.

In this case, the instructions of the security personnel and/or the evacuation assistants must be followed. In this case, a refund of entry fees must be claimed from the organiser within 14 days. The refund is excluded if the claim is submitted after this deadline.

## 3. General rules of conduct

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

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

3.3 The facilities on the premises must be treated with care and respect.

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

3.5 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 Objects found on the premises must be handed in at the information counter. Injuries to persons or damage to property must be reported immediately.

## 4. Vehicle traffic

4.1 The driving of vehicles on the premises requires a permit issued for this purpose.

4.2 German road traffic regulations (StVO) apply throughout the premises. Vehicles must not exceed walking speed.

4.3 Marked areas such as fire brigade access areas, escape and rescue routes, and emergency exits must be kept clear at all times without exception.

4.4 Parking is only permitted in the marked areas and is at the owners' risk. Messe Karlsruhe accepts no obligation to guard, monitor, keep safe or provide insurance coverage for vehicles parked on the premises. This also applies if a charge is levied for the use of parking spaces on the premises, if service personnel are present on the premises, and if the premises are monitored by video cameras.

## 5. Prohibitions

The following are prohibited throughout the premises unless approved by Messe Karlsruhe and the organiser:

- Smoking – incl. e-cigarettes – in all closed rooms
- Leaving luggage standing unattended. In the event of an intentional or grossly negligent violation, Messe Karlsruhe reserves the right to charge the costs for any necessary security measures taken and any consequential damage.
- Begging and harassment of people
- Blocking escape and rescue routes
- Staying on the premises overnight
- Commercial activities
- Distribution of printed and advertising materials, affixing of stickers and posters, and use of advertising media. Exhibitors are subject to a separate regulation.
- Commercial photographic, film, video, sound and television recordings and drawings, in particular of exhibition stands and exhibits
- Driving on the premises with motor vehicles, two-wheelers, inline skates, roller skates, Segways, skateboards, kickboards, scooters, electric scooters and similar means of transport. Special regulations may apply to certain areas within the framework of some events.
- Operation of aircraft (e.g. drones) within the meaning of § 1 LuftVG (German Aviation Act)
- The following items are not permitted:
  - Firearms, cutting, stabbing and thrusting weapons or other objects of any kind which, by their nature, are capable of causing injury to persons or damage to property and are intended for such purpose by their owner
  - Harmful, corrosive, highly flammable, colouring or
  - Radioactive solids, liquids or gaseous substances
  - Gas cylinders, gas spray cans and pressurised containers, with the exception of standard pocket cigarette lighters
  - Items made of fragile or splintering material
  - Fireworks, rockets, Bengal lights, smoke powder, Roman candles and other pyrotechnic articles and explosives
  - Flags, banners, sign poles and propaganda media whose content is racist, xenophobic, radical or directed against the free democratic order
  - Mechanically or electrically operated instruments which emit noise
  - Equipment for the production of photographs, film, video or sound recordings, insofar as they are used for commercial purposes
  - Animals. Guide dogs are permitted where required for medical reasons (a disabled person's identity card would be acceptable proof of this requirement). Special exceptions apply to animal-related events.

## 6. Right to one's own image

Please note that photographic, film and video recordings are regularly made on Messe Karlsruhe premises for reporting, documentation or advertising purposes, particularly at events. By entering the premises of Messe Karlsruhe, visitors, exhibitors and other persons consent to the production and publication of such photographs and recordings on which they are depicted, unless they express a contrary wish to the photographer.

## 7. Video surveillance

Messe Karlsruhe premises are subject to video surveillance in compliance with BDSG (Federal Data Protection Act) for the safety of visitors and exhibitors and enforcement of the house rules.

## 8. Volume at music events

The use of hearing protection is strongly recommended to reduce the risk of damage at music events. At events where high sound pressure levels are to be expected in the auditorium, the organiser must draw attention to the corresponding risks in the entrance area and provide visitors with ear plugs on request.

## 9. Important telephone numbers

Police:	110
Fire brigade/Ambulance	112
Control centre:	0721 (0)3720 2155