

TERMS & CONDITIONS OF PARTICIPATION

I. CONTRACTUAL PROVISIONS

1. Duration
2. Exhibitors
3. Exhibits
4. Contracts and stand allocation
5. Collective stands, co-exhibitors, facilitators
6. Rental fees, additional expenses
7. Terms of payment
8. Withdrawal, cancellation
9. Force majeure, event cancellation
10. Liability, indemnity, expiration of terms
11. Transfer of claims, compensation
12. Catalogue, Newsletter
13. Stand nameplate and stand fittings
14. Occupation of stands, set-up and dismantling
15. Sales
16. Exhibitor passes
17. Security, insurance
18. Advertising
19. Cleaning, environmental protection
20. Non-compliance with "Terms & Conditions" or "House Rules"
21. Data privacy
22. Written form, severability clause
23. Applicable law, court of contractual fulfilment, court and law of jurisdiction

II. TECHNICAL REGULATIONS Please refer to www.book-fair.com/technical-regulations On request, we will also gladly send you the Technical Regulations.

The general contractual terms and technical regulations as found on our website at www.book-fair.com/technical-regulations apply. On request, we would also be happy to send these to you.

I. CONTRACTUAL PROVISIONS

The Frankfurt Book Fair provides a showcase for books and book-related products and services from countries all over the world. It represents the world of books and promotes the sale of books, book-related articles, services for the book industry as well as the trading of rights as part of the international publishing business. It is organised and presented by the *Austellungs- und Messe GmbH des Börsenvereins des Deutschen Buchhandels*, Braubachstrasse 16, 60311 Frankfurt am Main, Germany (hitherto referred to as the Organiser).

1. Duration

1.1 The Frankfurt Book Fair 2012 is scheduled for Wednesday, 10 October to Sunday, 14 October 2012. The official Opening is on 9 October at 5.00 p.m. Regular opening hours are from 9.00 a.m. to 6.30 p.m. daily, and from 9.00 a.m. to 5.30 p.m. on 14 October. The Fair is open to the general public from 9.00 a.m. to 6.30 p.m. on Saturday and from 9.00 a.m. to 5.30 p.m. on Sunday. Exhibitors are admitted to the exhibition site from 8.00 a.m. and can remain in the halls until 7.00 p.m.

1.2 The Organiser may postpone the Fair for good cause, change its duration and times of opening, exclude the general public, cancel the Fair entirely or close it earlier than scheduled.

2. Exhibitors

2.1 All national and international companies may exhibit at the Frankfurt Book Fair which are involved in the creation, preparation and distribution of content via media such as books, newspapers, periodicals, teaching materials, audio and/or visual media, data carriers or online platforms. This also includes agencies and service providers for media trade and production, nonbook suppliers, merchandisers and institutions or associations active in the areas of culture and education.

2.2 Countries may organise collective national exhibitions, provided that these are compatible with the purpose of the Book Fair. In addition, the Organiser can present special exhibitions (e.g. "Best Designed Books", calendar exhibitions, etc.)

2.3 Companies whose right to use their company name or substantial parts of the name is disputed by an established previous Exhibitor, may exhibit, provided that they can demonstrate their right to use the company name with a legally binding statement either issued by a court of law of the Federal Republic of Germany or whose enforcement has otherwise been officially authorised. This also applies to products and services exhibited at individual stands or as part of collective presentations.

2.4 Companies may not exhibit if they are the subject of bankruptcy proceedings before

a court of law. If any such proceedings are initiated following registration for the Fair, the Organiser is to be informed without delay.

3. Exhibits

3.1 Only articles, products and services of the publishing trade and media industry may be exhibited at the Frankfurt Book Fair.

3.2 The Organiser does not apply any form of censorship.

3.3 It is not permitted to exhibit any works which have been banned from production, distribution or import by a court of law in the Federal Republic of Germany, or similarly in a court of law abroad, provided this judgement has been declared enforceable in a court of law in the Federal Republic of Germany.

3.4 It is not permitted to promote or advertise any such items that are excluded from the Fair.

3.5 Publications that have been officially indexed as liable to corrupt the young must not be accessible to juveniles.

3.6 Companies may only exhibit and promote their own products on their stands. If products of other companies are shown, these companies must be registered as co-exhibitors (see 5).

3.7 If requested, the Organiser will decide at their own discretion whether products or presentations may be permitted which do not appear to be directly related to the publishing or media industry (see 3.1).

4. Contracts and stand allocation

4.1 Registration to participate must be made in writing using the form supplied by the Organiser, responding to all questions and returning the signed form to the Organiser by 31 January 2012 (closing date) at the latest. An online registration sent via the password-secured area of the Organiser's website www.book-fair.com is also regarded as a binding application.

4.2 Provisional or unofficially submitted applications or mere reservation requests are invalid and will not be processed until a formal registration using the Organiser's official form is submitted by the stated deadline.

4.3 Alterations or special provisions made by the Exhibitor on the registration forms or in connection with the same are null and void and will be disregarded.

4.4 If, after having applied for registration, the Exhibitor receives a written or electronic (PDF) registration confirmation from the Organiser, this confirmation represents completion of the contract and official acceptance of the Exhibitor to participate at the event. Instead of a confirmation, Exhibitors who register later will receive an invoice based on the exhibition space they have requested. In this case, the receipt of the invoice represents the completion of the contract and official registration of the Exhibitor for the event. The registration is only valid for the respective event and the registered company. The admission to the event does not yet guarantee the allocation of a particular exhibition space.

4.5 The allocation of the exhibition space by the Organiser cannot proceed until the registration

deadline has expired and all applications have been assessed. The allocation of exhibition space depends on the available rooms, surfaces, Exhibitor needs, Organiser possibilities as well as according to thematic classifications, which the Organiser make at their own discretion. It does not depend on the order in which the registrations are received.

4.6 The Exhibitor is not entitled to the same stand location as in the previous year or to a specific position, although the Exhibitor's wishes in terms of position, neighbouring stands, size and exhibition area will be taken into account wherever possible. The Exhibitor is responsible for any stand remodelling costs incurred due to relocation for whatever reason.

4.7 As a rule, each company can only have one stand within each exhibition area. Subsidiary/affiliate companies will not receive a separate stand. Also companies that are entered into the Commercial Registry more than once with the same company name, or if the main part of the company name is the same, can generally only have one stand.

A 4 sqm stand designed to open onto a neighbouring stand will always be placed alongside another open 4 sqm system stand. No more than two open 4 sqm system stands can be placed alongside one another. These stands must be rented by two separate and unrelated companies and each company must hand in its registration individually. Each company is requested to name a partner for the neighbouring stand on their application form. If an Exhibitor chooses to rent an open 4 sqm stand and no registration has been received from a corresponding partner, the Organiser has the right to allocate any Exhibitor as a partner or to allocate a 4 sqm system stand with two side walls. In this case, the stand rental fee for a 4 sqm stand with two side walls will be charged.

4.8 Exhibitors who have rented several small exhibition spaces are not permitted to combine them and present them to the public as one stand. In this case, the Organiser has the right to charge the participating Exhibitors the rent of a larger exhibition space.

4.9 If an Exhibitor is allocated an exhibition space that is different in size, measurement or type (e.g. row stand instead of corner stand) than indicated on their registration, or if their exhibition space is altered for an important reason, in this particular case the Exhibitor has the right to immediately withdraw from the contract in writing, but at the latest seven days after receiving such notification. A withdrawal in electronic form, by fax or e-mail is only effective if it is received in due time and is subsequently followed up in written form, without delay. Any claims to compensation due to being allocated an exhibition space not specified by their registration are invalid, irrespective of the legal basis.

4.10 If, in the case of 4.9, a decrease or increase of the exhibition space or a change of stand type occurs (e.g. row stand instead of corner stand), and the Exhibitor does not choose to withdraw from the contract, they will be reimbursed for the difference to the originally requested exhibition space.

4.11 The Organiser is entitled to refuse the Exhibitor admittance to the event if the requirements for admittance are not (or are no longer) fulfilled.

4.12 Exhibitors who do not fulfil their financial obligations to the Organiser or have been late in payment can be excluded from the Fair even after admittance.

5. Collective stands, co-exhibitors, facilitators

5.1 Without prior approval of the Organiser, Exhibitors are not permitted to move, swap, divide or in any other way make the exhibition space allocated to them available to third parties for commercial use.

5.2 An Exhibitor may let other companies exhibit at their stand. The stand rental fee must be covered by one Exhibitor (main exhibitor). For an additional fee (see "Price List"), other companies can be registered as co-exhibitors at the stand. It is essential that each co-exhibitor applies separately with the printed application form provided by the Organiser or complete an online application. If the application is performed by a third party, the stipulations in 5.4 must be adhered to. Each registered co-exhibitor receives their own stand nameplate (system stand), an entry in the Frankfurt Book Fair catalogue and an exhibitor pass.

5.3 Affiliates, subsidiaries or other associated companies which have an independent name will be considered co-exhibitors.

5.4 Another Exhibitor, service provider, facilitator, agency or comparable company (hitherto referred to as Representative), which registers an Exhibitor or co-exhibitor for the event, is assumed to be authorised to represent this third party. If the third party expressly revokes the Representative's authorisation to do so or behaves in a way that clearly denies that any such authorisation was granted, the Organiser is entitled to demand payment directly from the unauthorised Representative. A lack of authorisation will be assumed if the third party does not pay the first invoice placed by the Organiser, shortly after the first overdue notice has been sent. The Representative retains the right to prove their authorisation to represent the third party by submitting a clear document of authorisation. This proof must be provided to the Organiser without delay.

5.5 If the Organiser first notices during stand set-up that more than one company will be exhibiting at a stand, without their being registered as co-exhibitor or collective exhibitor, the Organiser can request the registered Exhibitor pay an additional surcharge of 25% on top of the co-exhibitor fee. Payment is due immediately and may be requested to be paid while the event is ongoing. If the registered Exhibitor refuses to pay, the Organiser may exclude them from participating in future events.

6. Rental fees, additional expenses

6.1 For rental fees, please see the "Price List" which is an integral part of the stand rental contract. The rental fee for empty exhibition space (for placement of a custom-built stand) includes: stand floor space as registered and the applicable number of free exhibitor passes according to stand size. When stand material provided by the Frankfurt Book Fair is used, the rental fee includes: stand floor space as registered, stand material (see "Information on system stands"), standard carpet, stand nameplate (on request

only) and the applicable number of free exhibitor passes according to stand size.

6.2 Every Exhibitor with their own stand area is required to pay an environment and energy surcharge in accordance with the stand size (see "Price List"). This surcharge includes: electricity connection up to 1 kW, electricity consumption, hall air conditioning, waste disposal and basic cleaning services.

6.3 The Organiser reserves the right to increase or lower the environment and energy surcharge as well as the rental fees for all or individual types of stands if unforeseen circumstances require or permit this (e.g. due to increasing energy costs or decreasing registrations within certain stand categories). Any such increase, however, may not exceed 10%.

6.4 The Organiser offers a special price for early bird booking, provided the registration is received by 30 November 2011 at the very latest. The granting of the special price can be withdrawn if the stand rental fee is not paid within the stipulated period. For a stand reservation made after the official registration closing date (31 January 2012), the Organiser reserves the right to levy a handling fee of 5% on top of the standard fee.

6.5 The stand rental fee remains payable if the Exhibitor is prevented for whatever reason from attending or sending exhibits to the Fair.

6.6 Changes to the stand design or furnishing which are requested after the registration deadline are subject to extra payment, with a minimum extra charge of 125 euros (plus VAT at the applicable official rate). Changes can only be processed if notified prior to 19 September 2012. Insofar as they can be implemented, changes requested during the event are subject to an additional charge of at least 10% on top of the costs incurred for the changes.

6.7 If you change your stand package order after 31 July 2012, the Organiser reserves the right to charge a cancellation fee, which includes all accrued costs of third party services, as well as a general processing fee.

7. Terms of payment

7.1 Invoices for rental fees and other service charges are payable in full immediately upon receipt via money transfer to one of the following of the Organiser's accounts:

Frankfurter Sparkasse

Account No.: 200452819
(Sort Code: BLZ 500 502 01)
SWIFT-Code/BIC: HEL 24 EF 1822
IBAN: DE73 5005 0201 0200 4528 19

Postbank Frankfurt am Main

Account No.: 1021 601
(Sort Code: BLZ 500 100 60)
SWIFT Code/BIC: PBNK DE FF
IBAN: DE21 5001 0060 0001 0216 01

Commerzbank AG, Frankfurt am Main

Account No.: 90 189 100
(Sort Code: 500 800 00)
SWIFT Code/BIC: DRES DE FF XXX
IBAN: DE96 5008 0000 0090 1891 00

Objections can only be considered if raised within three weeks of the date of invoice.

7.2 The first invoice for payment of 35% of the

total fee will be issued and sent shortly after receipt of registration. Registration fees for agents, as well as co-exhibitor fees, may be invoiced 100% beforehand. The final invoice and confirmation of stand position will be issued when the stand allocation process has been completed (approx. by the end of June 2012).

7.3 If an Exhibitor is not based in Germany and would like an invoice without German VAT, they are obliged to send proof of their entrepreneurial status from their presiding authorities to the Organiser, along with their registration. Registration without proof of entrepreneurial status obliges the Organiser to add German VAT to the invoice total. Exhibitors based in EU member states (outside of Germany) only need to declare their VAT identification number (VAT Reg. No.) on the registration form.

7.4 If an Exhibitor wishes to alter an invoice because their name, legal status or address have changed, a service fee of 50 euros (plus VAT) will be charged.

7.5 If payment is delayed, the Exhibitor must pay default charges of 8 per cent points above the European Central Bank's basic interest rate. Enforcement of additional or higher compensation is not ruled out.

7.6 If payment of the invoice is not received on time, the Organiser may reallocate the rented exhibition space, but the Exhibitor still remains liable for full payment. In the event of such reallocation, No. 8 applies.

8. Withdrawal, cancellation

8.1 A cancellation of the registration is possible if submitted in written form before the official registration deadline (31 January 2012). To compensate for administrative expenses, a processing fee totalling 20% of the stand rental fee (for package offers, 20% of the flat rate) will be due. To be considered valid, the Organiser must have received the written explanation of cancellation at the latest by the above-mentioned deadline. There is no deadline for the cancellation of co-exhibitor registrations. Nevertheless, a processing fee (to compensate for administrative expenses) of 20% of the co-exhibitor's fee may be required for each co-exhibitor cancellation. The processing fee is subject to Value Added Tax at the applicable official rate.

8.2 Aside from the possibility to cancel as described in 8.1 and other standard legal withdrawal rights, Exhibitors and co-exhibitors do not have the right to withdraw from or cancel the contract.

8.3 If the Exhibitor cancels or withdraws from the contract, whether they have the right to do so or not, or otherwise communicates that they will not occupy the rented exhibition space, the Organiser is entitled to find another use for the entire rented space. If they no longer have the right to cancel or withdraw from the contract, the Exhibitor will still be obligated to pay the rental fee or, respectively, the package price. The Organiser must thereby calculate the value of the non-incurred expenses as well as any benefit gained from alternative use of the exhibition space. The Exhibitor's obligation to pay is not affected if, in order to avoid a gap between stands, the Organiser offers the exhibition space to a third party whose stand would otherwise have been placed at another location or if the Or-

ganiser rearranges the rented area so that it no longer appears to be an empty exhibition space.

8.4 If the Organiser is able to successfully rent the exhibition space to a new Exhibitor, who could not be allocated another available exhibition space, the Exhibitor withdrawing from the contract must pay the Organiser a cancellation fee of 20% of the arranged stand rental fee (plus the VAT owed at the time of the service). The Organiser thereby reserves the right to demand further compensation for administrative expenses.

8.5 If the exhibition space is reduced in size, a proportionate rental fee and/or processing fee is due for the unused space in accordance with the parameters defined in 8.1, 8.3 and 8.4.

8.6 Exhibitors and co-exhibitors are entitled to provide evidence showing that the Organiser has not been disadvantaged or not to the extent that would justify payment of the requested amount.

8.7 The Organiser is entitled to deny admittance or reallocate exhibition space:

- ✓ if payments are not made in full, on time or in accordance with contractual terms, provided the Organiser has given the Exhibitor a deadline for payment, under threat of exclusion from the event, which the Exhibitor has let pass
- ✓ if the stand has not been occupied by the Exhibitor by the time the event opens and no indication of a later arrival is evident
- ✓ if the exhibition requirements are no longer fulfilled by the registered Exhibitor or if the Organiser later becomes aware of reasons which, had they been known before, would have justified a denial of admittance
- ✓ if safety regulations are violated and a resolution of the problem is not possible or the Exhibitor refuses to take according action.

In case admittance is denied, obligation to payment as defined in 8.1, 8.3 and 8.4 remains unaffected.

9. Force majeure, event cancellation

9.1 In certain cases, the Organiser is entitled to postpone, shorten, lengthen or cancel the event as well as provisionally or definitively close the event in part or in its entirety. These cases include compelling reasons for which the Organiser is not responsible or force majeure which require respective measures, such as natural catastrophes, war, strikes, terrorism, transportation blockages, blackouts and/or communication breakdowns. In these cases, the Exhibitor retains no right to claim compensation for thereby incurred damages.

9.2 If the event is cancelled due to one of the reasons listed in 9.1, the Exhibitor is obligated to cover a reasonable share of the costs connected with the overall preparation for the event. The requested share will be calculated by the Organiser but limited to maximum 50% of the arranged rental fee. The sum will be calculated based on all costs incurred by the Organiser up until the point of cancellation divided by the number of Exhibitors (taking into consideration the size of the respective exhibition space reserved).

10. Liability, indemnity, expiration of terms

10.1 The Exhibitor has a legal obligation to implement safety precautions to protect all individuals who enter the rented exhibition

space. The safety regulations stipulated in the "Technical Regulations" must be adhered to at all times. In addition, federal law applies with regards to the liability of the Exhibitor for any damages or loss caused by themselves, their contracted administration and implementation assistants or co-exhibitors.

10.2 The Exhibitor irrevocably releases the Organiser from any claims made by third parties with regards to the violation of laws or third party rights (particularly intellectual property rights, copyrights, image and name rights, brand and trademark rights, competition rights, personality rights) connected to the exhibition space of the Exhibitor including the Exhibitor's activities, advertising, products and their intellectual contents. This release also applies to any penalty, court or legal expenses arising from such violations.

10.3 A strict liability of the Organiser for damages due to pre-existing deficiencies in the rented space is excluded. If the Organiser violates essential contractual terms due to simple negligence, any liability for compensation is limited to the predictable, typical or expected average damages in relation to the scope of this contract. Compensation claims for damages due to breach of contract, which would not be considered breach of cardinal obligations or essential contractual terms, are excluded to the extent that they are not due to gross negligence or deliberate culpable action of the Organiser and/or the Organiser's contracted assistants. This limitation of liability does not include attributes clearly identified and acknowledged by both parties in advance or for damages or loss to life, body or health to the extent that liability is legally obligatory due to negligence or deliberate action.

10.4 The Organiser is not liable for loss or theft of exhibited items, stand structures or stand furnishing. For an additional fee, the Exhibitor may hire professional stand guards which have been approved by the Organiser for such duties.

10.5 Any claims the Exhibitor makes against the Organiser rising from the contractual terms as well as any other related demands must be communicated to the Organiser in written form within 10 days after the event. If any faults or disturbances become evident during the course of the event, they must be communicated to the Organiser without delay. Otherwise, the assertion of any respective claim will be invalidated.

10.6 The validity of the Exhibitor's claims expires after three months, unless the liability of the Organiser results from deliberate action. Legal limitation periods for misdemeanours, fraudulence or negligent impossibility are unaffected. The limitation period begins at the end of the month in which the last day of the event is held.

11. Transfer of claims, compensation

11.1 The Exhibitor is not entitled to transfer any pending claims against the Organiser to a third party.

11.2 Any rights to retention or compensation from the Organiser may only be claimed by the Exhibitor if they have been legally determined, are not contested or have been accepted by the Organiser.

12. Catalogue, Newsletter

12.1 Every Exhibitor will be included on the Newsletter mailing list and in the online Catalogue. The inclusion in the online Catalogue is obligatory and subject to a fee; it also includes the use of certain online services. The Organiser will decide if there is to be a printed Catalogue published in addition to the online Catalogue. The Exhibitor is not entitled to the production of a print edition of the Catalogue. In the case of a print edition, the official editorial deadline of the Catalogue/print edition is 30 June each year. If a print edition is issued, the Exhibitor will receive a free copy.

12.2 In the event of a print edition of the Catalogue, a maximum of two cross references per company are allowed. These are subject to a fee (see "Price List"). Cross references must be part of the company name and may not refer to different companies (even subsidiaries or imprints). The Organiser reserves the right to delete incorrect cross references without further notification of the Exhibitor.

12.3 Affiliates, subsidiaries or other associated companies which are stated in the text must be registered as co-exhibitors (see 5).

12.4 For any claims against the Organiser and their contracted administration and implementation assistants due to false, incomplete or missing entries, 10.2 to 10.6 apply.

13. Stand nameplate and stand fittings

13.1 Depending on stand size, one or two standard format signs are supplied by the Organiser as nameplates for the stand. This option must be ticked on the registration form. Exhibitors with their own stand units must supply their own stand signs.

13.2 Nameplate inscriptions must correspond to the Exhibitor's catalogue entry.

13.3 Stand fittings and furnishings are subject to the "Technical Regulations". In the event of failure to comply, the Organiser is entitled to order alterations at the Exhibitor's expense. If this is not possible or the Exhibitor refuses, the Organiser is entitled to close the stand altogether.

13.4 Excess stand height is permitted up to a maximum of 5 m. Official authorisation is always required for a stand height in excess of 2.5 m. A separate fee will be charged for stand heights in excess of 4 m. The "Technical Regulations" apply.

14. Occupation of stands, set-up and dismantling

14.1 Exhibition halls are open from Sunday, 7 October 2012, 7.00 a.m., for the set-up of stands. Earlier set-up requires the Organiser's authorisation in writing, is only permitted for custom-built stands exceeding 40 sqm in size and is subject to a fee (see "Price List").

14.2 Stands must be occupied at 8.00 p.m. on 9 October and be staffed every day from 9.00 a.m. to 6.30 p.m. and until 5.30 p.m. on the last day of the event, Sunday 14 October 2012. Exhibitors must display their exhibits for the entire duration of the Fair.

14.3 The Organiser has the right to reallocate stands that are not yet occupied at 8.00 p.m. on 9 October 2012. There is no entitlement to reimbursement of stand rental fees already paid. In the event of reallocation of the stand, 8.3 and 8.4 apply.

14.4 Delivery of packing materials, the packing away of exhibits and the clearing of stands is not permitted prior to the official end of the event. Dismantling is not permitted before 5.30 p.m. on 14 October 2012. Clearing and cleaning of stands must be completed by midnight on 15 October 2012.

14.5 If stands are cleared and vacated prior to the end of the event or not cleared by the prescribed deadline, the Organiser will impose a breach of contract penalty (compensation which is not subject to VAT), which can be as high as 20% of the rent owed. Furthermore, if the space is not cleared in time, the stand will be cleared and goods will be stored at the Exhibitor's expense for a maximum of four weeks. The Organiser accepts no responsibility for stand furniture and fittings that have been left at the stand. After four weeks time, the Organiser is entitled to make other use of the stand furnishing and exhibits or, if this is not possible, to dispose of them. All such incurred costs will be at the Exhibitor's expense.

15. Sales

In general, books may only be sold to the book trade at the Fair. At events (forums) and on the last day of the Fair, books may be sold to the general public in compliance with fixed price regulations.

At the Frankfurt Antiquarian Book Fair, antiquarian books that are not subject to fixed price regulations may be sold at any time during the Fair.

16. Exhibitor passes

16.1 A special pass is required for access to the Book Fair.

16.2 For the Exhibitor's employees engaged in the set-up and dismantling of the stand, as well as for other representatives and staff at the stand, the Exhibitor is issued exhibitor passes as well as special set-up and dismantling passes that are to be attached to outer clothing in a visible position at all times when on the exhibition site. Normal exhibitor passes are also valid during set-up and dismantling.

16.3 Set-up and dismantling as well as exhibitor passes are issued free of charge for every stand on the basis of stand size.

16.4 A special charge will be levied for set-up and dismantling as well as exhibitor passes that are required in excess of this number. Additional passes can be ordered using a separate order form.

17. Security, insurance

17.1 General patrolling and guarding of the exhibition site and its halls is performed by a company contracted by the Organiser. However, the Organiser assumes no responsibility for damages or loss of exhibited goods, the exhibition stand or any objects or belongings of the people working at the stand.

17.2 Guarding of the stand and stand supervision during opening hours is generally the responsibility of the Exhibitor. This also holds true during set-up and dismantling times.

17.3 Overnight, all valuable and easily removable objects must be securely locked away by the Exhibitor. At their own expense, the Exhibitor may choose to take advantage of the services provided by the security company working for

the Organiser. All Exhibitors are recommended to purchase an exhibition insurance for the duration of the event.

18. Advertising

18.1 Advertising, in any form, is only permitted within the Exhibitor's stand and on its inner surfaces; such advertising may only promote the Exhibitor's own company and the products or services they produce and sell.

18.2 Presentations, optical, slow-moving and acoustic promotion features are permitted, provided these do not disturb neighbouring stands, do not lead to bottlenecks in the gangways and do not drown out the Fair's own announcement system in the halls. The volume may not exceed 70 dB(A) on the outer edge of the stand. In the event of failure to comply with this ruling, the Organiser is entitled to intervene and, if appropriate, demand the cessation of use.

18.3 If an Exhibitor chooses to play music at their stand, they are responsible for attaining performance permission and for paying the GEMA fee.

18.4 Outside the Exhibitor's own stand area, it is not permitted to undertake promotion activities either on or in front of the exhibition site.

This includes the use of persons for publicity purposes, as well as the distribution or posting up of advertising material such as leaflets, posters, stickers, etc., in hall gangways, on the exhibition site, in the immediate vicinity of the exhibition site or on car parks used for the Fair. It is also not permitted to carry out surveys, tests, competitions, raffles and prize games outside the Exhibitor's stand; the Organiser's own survey questionnaires are exempt from this rule. The Organiser may allow a limited number of the above-mentioned promotion activities if the appropriate application has been submitted. There is a charge for this permit.

18.5 It is not permitted to hold receptions, lectures, press conferences, discussion events, etc. on the exhibition site without the written authorisation of the Organiser.

19. Cleaning, environmental protection

19.1 The Organiser is responsible for the general cleaning of the exhibition site and the gangways.

19.2 The Exhibitor is responsible for cleaning their own stand, which must be completed before the opening of the event each day. If the Exhibitor assigns cleaning to a third party, they are expected to hire the cleaning company employed by the Organiser. If different cleaning staff are hired, they are only allowed to work one hour before and one hour after the daily opening hours of the event.

19.3 In the interest of environmental protection and sustainable Fair operations, the Exhibitor is obligated to minimise the use of packaging and the production of waste as well as to make use of environmentally friendly and recyclable packaging, decorations and advertising materials. If a sorted waste removal system is in place, the Exhibitor is required to comply with the sorting system and to participate in the connected waste removal expenses in accordance with the costs-by-cause principle.

20. Non-compliance with “Terms & Conditions” or “House Rules”

20.1 The exhibitor is subject to the House Rules and ultimate authority of the Organiser for the entire duration of the Fair and on the entire exhibition site. The orders given by the Organiser’s employees who prove their identity with an ID card are to be followed at all times.

20.2 The Organiser is entitled to close down an Exhibitor’s stand without compensation at the Exhibitor’s cost in the event of failure to comply with the stipulations of the “Terms & Conditions”. In particularly serious cases, if there is a continued breach of contract despite warnings, or if contractual breaches that incurred warnings at previous Fairs are repeated, the Organiser may exclude the Exhibitor from future Fairs. This shall also apply if items are exhibited that are subject to court bans or if the Exhibitor or his employees have committed or encouraged punishable offences (such as theft or deliberate infringements of copyright).

20.3 Rather than imposing exclusion, the Organiser may charge a penalty amounting to 50% of the stand rental fee. Participation in future events can be made conditional upon payment of any such penalty.

21. Data privacy

21.1 Person-related data which the Exhibitor supplies to the Organiser as a part of the application and contractual process are stored by means of an automatic system, in order to ensure data protection as laid down by the regulations of the Federal Data Protection Act and Teleservices Act of the Federal Republic of Germany. Exhibitor data are useful to the Organiser:

- / to facilitate completion of business processes with the Exhibitor
- / for sending out event-related offers
- / as a source of business-related information before and after the event

21.2 Naturally, every Exhibitor has the right to request the Organiser, in written form or by e-mail, not to send them any further information about future events.

22. Written form, severability clause

Any and all claims made by the Exhibitor on the basis of the contract as well as of non-contract nature must be submitted to the Organiser in writing. The written requirement is considered fulfilled if the respective declaration is transmitted and confirmed in electronic form or by fax. If individual clauses in the registration documents, participation conditions or the “Technical Regulations” are or become invalid, this does not affect the validity of the rest of the contract. In this case the invalid regulation must be interpreted or amended in such a way that the original intention be met as closely as possible.

23. Applicable law, court of contractual fulfilment, court and law of jurisdiction

23.1 For interpretation of the contract and participation conditions, the German text takes precedence in the case of a dispute.

23.2 For the entire legal relationship between the Organiser and Exhibitor, only the laws of the Federal Republic of Germany apply. The terms of the CISG (United Nations Convention

on Contracts for the International Sale of Goods) are expressly excluded.

23.3 The place of contractual fulfilment and exclusive court of jurisdiction for both parties is Frankfurt am Main, Germany, provided the Exhibitor is a business entity, corporate body under public law, represents fund assets subject to public law, does not otherwise have a place of jurisdiction in Germany or has taken up residency or place of residence abroad or at an unknown location. The Organiser nevertheless reserves the right to also take legal action at the Exhibitor’s general place of jurisdiction.