

# Special Terms and Conditions for Participation

in events organised by

Karlsruher Messe- und Kongress GmbH  
Postfach 12 08  
76002 Karlsruhe, Germany  
Phone: +49 721 3720 0  
Fax: +49 721 3720 2116  
E-mail: info@messe-karlsruhe.de  
messe-karlsruhe.com

# LEARNTEC



4 - 6 June 2024  
Karlsruhe Trade Fair Centre

- 1. Event**  
**LEARNTEC 2024** | 31<sup>th</sup> International Trade Fair and Convention
- 2. Organiser**  
Karlsruher Messe- und Kongress GmbH (Messe Karlsruhe)  
Postfach 12 08, 76002 Karlsruhe, Germany
- 3. Date(s) and venue**  
04. – 06. June 2024  
Karlsruhe Trade Fair Center, Hall1, Hall 2 and dm-arena
- 4. Assembly and dismantling periods**  
**Assembly:**  
Saturday, 01 June 2024, 8.00 a.m. – 8.00 p.m.  
Sunday, 02 June 2024, 8.00 a.m. – 8.00 p.m.  
Monday, 03 June 2024, 8.00 a.m. – 8.00 p.m.  
**Dismantling:**  
Thursday, 06. June , 6.00 p.m. – 12.00 p.m.  
Friday, 07 June 2022, 8.00 a.m. – 8.00 p.m.
- 5. Conclusion of contract/Registration**  
(1) The presentation of services in the exhibitor registration LEARNTEC 2024 does not constitute an offer, but merely an invitation to submit offers.  
(2) The Exhibitor logs in by entering their registration data for the Online Service Center (OSC), by scanning the QR code on site at Learntec's Rebooking Stand or by entering their data in the Shop.  
(3) By clicking the "Complete registration" button, the Exhibitor submits a binding offer to order the services of Messe Karlsruhe that they have selected (application). Before sending the application, the Exhibitor can change and view the data at any time. However, the application can only be submitted and sent if the Exhibitor has clicked the button "I have read and accept the General Terms and Conditions, the Special Conditions of Participation, the Technical Guidelines, the House Rules, the Privacy Policy and the General Terms and Conditions for Services OSA." This confirms that these terms and conditions have been accepted by the Exhibitor and thus included in their application.  
(4) If only an acknowledgement of receipt is sent, this shall not constitute acceptance of the application. The contract shall not be concluded until the application has been expressly accepted by the Exhibitor receiving a stand confirmation or otherwise expressly is accepted in text form (e.g. by order confirmation)/by e-mail.  
(5) The contract is concluded between the Exhibitor and Messe Karlsruhe. The trade fair/exhibition management will 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 planning constraints.
- 6. Withdrawal / Cancellation**  
(1) For bookings received by 25.05.2023 (rebooking), the Exhibitor has the right to withdraw free of charge until 21.07.2023. This is a deviation from the following withdrawal and cancellation conditions.  
(2) 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.  
(3) 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.  
(4) The following cancellation fees apply to services: up to six days before the start of set-up in accordance with item 4: Cancellation fees in the amount of 50% of the costs for stand construction/services from the start of construction in accordance with item 4: Cancellation fees in the amount of 100% of the costs for stand construction/services

(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 (3).

## 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

Shape of stand	Floor space normal price	Floor space only for universities
Row stand	☐ € 274.00	☐ € 170.00
Corner stand	☐ € 314.00	☐ € 190.00
Head stand	☐ € 324.00	☐ € 195.00
Island stand	☐ € 334.00	☐ € 200.00

These prices are for net space, excluding stand construction, side panels and partitions.

Should you require further services, please order them via the Online Service Center (OSC).

The marketing fee of € 365.00 + VAT. The general fee for exhibition hall utilities of € 8.50 per sqm + VAT as well as a fee for 1 Mbit Internet-supply (cable) of € 99.00 + VAT.

## 9. Stand construction service

For details of outfit and design of the stand packages please refer to pages 4-5 in the application form.

**Please note:** If the exhibitor orders a stand construction package package, he cannot claim offset or reimbursement for any stand construction material that is not required. All packages can only be ordered through registration on the registration form. Once registration has taken place, stand construction can only be ordered via the Online Service Center (OSC).

## 10. Special provisions

The booked stand shape must be observed in the stand design. Open stand sides may be built up to a maximum of 1/3 with stand construction walls. (Row stand = 1 open stand side, corner stand = 2 open stand sides, head stand = 3 open stand sides and block stand = 4 open stand sides)

## 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.

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11. 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**  
Inclusion of a co-exhibitor/represented company requires prior written indication on the registration, specifying complete address details including contacts (see form 2). A registration fee incl. marketing fee of € 865.00 + VAT is payable for each co-exhibitor.
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 9 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 column 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**  
It is a requirement that each stand area must have constructionally defined borders separating it from neighbouring stands. If you do not have your own stand construction system or if you do not rent such a system via Messe Karlsruhe, then stand separation partitions (back and side panels) are mandatory. Such stand separation partitions are subject to a fee which is not included in the stand rental. Please remember that flooring is mandatory on all stand spaces. Should you require stand separation partitions, please refer to the Online Service Center (OSC). If you do not order stand separation partitions but your stand space is surrounded by partitions of your neighbours or by existing partitions, then you will be charged for those partitions on the terms specified in the Online Service Center (OSC). Approx. 5 cm shall be deducted from the width of an allocated stand, unless you have specifically requested clear width on account of standard stand construction. For safety reasons, stand separation partitions in basic stand construction are secured by support partitions which may only be removed by the organiser's contracting company upon securing the structural stability of the separation partitions. The exhibitor is liable for any damage resulting from failure to ensure the renewed structural stability of stand separation partitions after the dismantling of his stand. The exhibitor shall submit drawings and sketches of the intended stand construction. To set up his own marquees, pavilions or roofed-over facilities on outdoor premises, the exhibitor requires permission which shall be dependent on the prior submission of a draft plan. Any decoration material used by the exhibitor shall be flame-retardant and must comply with all other police regulations. Any damage to partitions and flooring and any modifications to the rented stand space by the exhibitor, his staff or his agents shall be the exhibitor's liability. Any compensation claims resulting from such damage shall be billed separately. The exhibitor shall notify the trade fair / exhibition management of any contracted design companies unless those are companies which the exhibitor runs himself. The exhibitor shall use local companies if this becomes relevant. The interior finish of the halls shall not be modified by exhibitors. Pillars, wall projections, fire extinguishers, partitions, distribution boxes and other technical facilities form part of the allocated stand space.
16. **Assembly and dismantling**  
The exhibitor shall receive the access details for the Online Service Center (OSC) in good time and undertakes to note the content of the same. **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**  
Exhibitors' badges will be available for download in the OSC. 2 exhibitors' badges will be issued free of charge for stands of up to 10 sqm, and 1 free of charge for each further 10 sqm, up to a maximum of 15 exhibitors' badges. Further badges can be issued subject to a charge. Please refer to the relevant forms in the Online Service Center (OSC).
19. **Exhibitors' directory**  
The organizer will publish your exhibitor profile on the event website and on the online-platform talque. Where applicable, the exhibitor may also be mentioned via social media channels. This can only be provided if registration has been received on time. Further entries are possible against payment of fees.  
When the exhibitor submits or uploads texts and images, the exhibitor is responsible for the copyright permissibility of their use in the printed and/or online version of the exhibitor directory and/or magazine. It is solely the responsibility of the exhibitor to obtain from the holder of the authorship rights the permission which is necessary for the reproduction of images and texts in the exhibitor directory and/or magazine. If the organizer should be sued, especially by the holder of the authorship rights or by the holder's representative, for violation of copyright caused by the organizer's use of images and texts which the exhibitor submitted and/or uploaded, then the exhibitor shall be liable for the resulting damages and shall indemnify the organizer with regard to these claims from the third party. The exhibitor shall pay any licensing, utilization or authorship fees (e.g. to VG Bild Kunst or to the artist or to the author of the submitted and/or uploaded texts) incurred by the reproduction of texts and images in the exhibitor directory and/or magazines.
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. **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. 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.
22. **AUMA fee**  
Net fees of € 0.60 per square metre 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.
23. **Technical facilities**  
The specifications of the technical guidelines (HYPERLINK "about-blank" <https://www.messekarlsruhe.de/data/downloads/contract-documents-and-guidelines/technical-guidelines-for-fairs-and-exhibitions-fair.pdf>) must be observed.
24. **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 one week before the start of the event will be subject to an express service surcharge of 25%.
25. **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.
26. **Accident prevention**  
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.

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## 27. **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.

## 28. **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).

## 29. **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.

## 30. **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-e](http://www.messe-karlsruhe.de/ds-gaus-e)

## 31. **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.

## 32. **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.

## 33. **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.

## 34. **The place of jurisdiction and performance is Karlsruhe.**

German law applies.

## 35. **Voidance**

Should any of the aforementioned provisions be or become invalid, then this shall not affect the validity of the remaining Special Terms and Conditions for Participation or the entire agreement. Should one of these provisions be invalid, then the parties agree that it shall be replaced by whatever provision comes as close to it as possible in terms of its economic meaning and purpose.