

Special Terms and Conditions for Participation

in events organised by

Karlsruher Messe- und Kongress GmbH
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LEARNTEC



22 – 24 June 2021

Karlsruhe Trade Fair Centre

1. Event **LEARNTEC 2021** | 29th 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

22 – 24 June 2021

Karlsruhe Trade Fair Center, Hall1, Hall 2 and dm-arena

4. Assembly and dismantling periods

Assembly:

Saturday, 19 June 2021, 8.00 a.m. – 8.00 p.m.

Sunday, 20 June 2021, 8.00 a.m. – 8.00 p.m.

Monday, 21 June 2021, 8.00 a.m. – 8.00 p.m.

Dismantling:

Thursday, 24 June 2021, 6.00 p.m. – 12.00 p.m.

Friday, 25 June 2021, 8.00 a.m. – 8.00 p.m.

5. Registration and admission

Registration shall be made via the registration form or the Online Booth Registration System.

If registration is made via the registration form, it shall be sent to Karlsruher Messe- und Kongress GmbH with a legally binding signature. The exhibitor shall print out a copy of the document for his own files. Insofar as all conditions for acceptance have been fulfilled, the exhibitor will receive written confirmation of acceptance from the trade fair / exhibition management.

If registration is made via the Online Booth Registration System, the exhibitor will automatically receive a confirmation via email. A few days later, the exhibitor shall receive his admission document. This document is legally binding.

The trade fair / exhibition management will endeavour to meet your requests concerning the choice of a stand shape but reserves the right – upon consultation with you – to make any changes necessitated by layout planning.

Closing date: 18 June 2021

Once admission has been granted, the exhibitor cannot rescind the agreement outside the legal regulations and the following provisions.

If the exhibitor cancels participation after the date of admission or declares rescission or cancellation of the agreement, he shall bear the full cost of the stand and of all additional charges incurred by the organiser until that date. If, owing to technical, safety-related or other reasons, the trade fair / exhibition management does not permit an exhibit or demonstration planned by the exhibitor, this shall not constitute valid grounds for the exhibitor to cancel free of charge. In such cases, the exhibitor must rearrange or use the area accordingly. Non-permitted materials may be removed by Karlsruher Messe- und Kongress GmbH at the exhibitor's expense without further warning. Please note the following cancellation fees applicable to services:

– until 6 days before the beginning of assembly under clause 04:

– cancellation fee 50% of stand construction and services

– from the beginning of assembly under clause 04:

– cancellation fee 100% of stand construction and services

6. Admission requirements

Admission is granted to all German and non-German manufacturers and all companies that are authorised by a manufacturing plant to exhibit its products. All exhibits shall be specified accurately in the registration form and shall match the groups of exhibits as detailed in the nomenclature. Items shall not be brought to the exhibition unless they have been registered and admitted. Admission shall be at the discretion of the trade fair / exhibition management. Applicants are not automatically entitled to admission. Admission shall be granted by the trade fair / exhibition management in writing. The lease contract shall not be considered as concluded in a legally binding manner until admission has been granted. However, the trade fair / exhibition management shall be entitled to withdraw admission if the admission requirements turn out to be inapplicable or cease to be applicable. Should exhibitors deviate from the information specified in their registration without the written approval of the trade fair / exhibition management, the latter shall be entitled to exclude said exhibitor from taking part in the event, even without notice. Exhibitors shall not be entitled to claim damages from the organiser in this connection.

7. Prices of participation

| Shape of stand | Floor space normal price | Floor space only for universities |
|----------------|--------------------------|-----------------------------------|
| Row stand | □ € 244.00 | □ € 140.00 |
| Corner stand | □ € 284.00 | □ € 160.00 |
| Head stand | □ € 294.00 | □ € 165.00 |
| Island stand | □ € 304.00 | □ € 170.00 |

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 € 265.00 + VAT. The general fee for exhibition hall utilities of € 7.50 per sqm + VAT as well as a fee for 1 Mbit Internet-supply (cable) of € 99.00 + VAT.

8. 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 basic or comfort package, he cannot claim offset or reimbursement for any stand construction material that is not required. Both 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).

9. 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)

10. Force majeure, pandemic-related restrictions

10.1 Force majeure is an external event, unforeseeable by human judgement and experience, which has an immense impact on the contractual relationship and cannot be prevented or rendered harmless by economically tolerable means, even with the utmost care that can be reasonably expected to be taken under the circumstances. Force majeure entitles the contracting parties to adjust the contract or, if such adjustment is unreasonable, to withdraw from the contract. Withdrawal must be declared immediately to the other party to the contract in written form, stating all the circumstances justifying the unreasonableness.

10.2 In the event of force majeure, the organizer is additionally entitled to postpone, shorten, extend, or restrict the event in whole or in part, and to close it temporarily or permanently. In this case, the exhibitor shall not be entitled to compensation for any ensuing damage sustained.

10.3 The aforementioned provisions in clauses 10.1 to 10.2 apply accordingly for contracts (exhibitor registrations) concluded during the covid-19 pandemic and for which it is not yet foreseeable which official and statutory requirements will apply at the time of the planned date of the event.

11. 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 € 765.00 + VAT is payable for each co-exhibitor.

12. Two-level stands

Two-level stands are subject not only to the stand rental but also to another 50% for the upper level.

13. 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 columns 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.

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14. 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.

15. 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.

16. 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).

17. Exhibitors' directory

The organizer will publish your exhibitor profile on the event website and in the App. 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.

18. Animals

Animals are not allowed in the exhibition. The sole exception to this prohibition is for seeing-eye dogs accompanying blind visitors. (Proof of medical necessity must be provided in the form of a disability card.)

19. 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.

20. 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.

21. 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 Center (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.

22. 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%.

23. 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.

24. Prevention of accidents

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.

25. 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.

26. 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).

27. 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.

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28. 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

29. 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.

30. 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.

31. 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.

32. The place of jurisdiction and performance is Karlsruhe.

German law applies.

33. 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.