

## **General Terms and Conditions of the event “BERLIN CELEBRATES IFA” 2017 on Breitscheidplatz (Conditions of Participation for Exhibitors)**

September 01 – 06, 2017

---

### **1 Organizer**

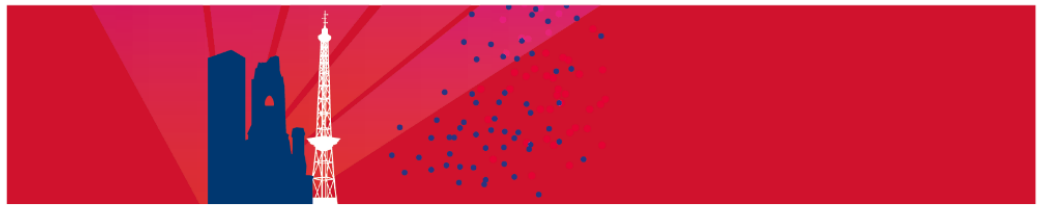
- 1.1  
The event “BERLIN CELEBRATES IFA” 2017 (hereinafter: BCIFA) is organized by AD AGENDA Kommunikation und Event GmbH, Rotherstraße 21, 10245 Berlin (hereinafter: ORGANIZER).  
AD AGENDA is the legal and economic sponsor of this event and shall be entitled to assert any claims arising therefrom.
- 1.2  
A contract will materialize between the two parties upon the written acceptance of the offer relating to a space rental fee at the BCIFA event. The General Terms and Conditions on hand, including all annexes, are the object of such contract.

### **2 Dates**

- Duration of the event:**  
September 1 – 6, 2017
- Construction days**  
August 28 – August 31, 2017
- Dismantling days**  
September 7 – 8, 2017

### **3 Exhibitor Passes, Opening Times**

- 3.1  
The BCIFA will be held daily from September 1, 2017 until September 6, 2017 from 12 am to 8 pm. The stage program may last longer on some days.
- 3.2  
The official opening is on September 1, 2017.  
The time will be announced at a later date.
- 3.3  
Holders of exhibitor passes shall already have access two hours before opening as well as during the construction and dismantling days. The stands must be left by the exhibitor and staff thereof no later than one hour after the daily event closure. Entry of the event area during and outside the opening times as well as during the construction and dismantling times shall only be permitted with the non-transferable exhibitor passes issued by the ORGANIZER.
- 3.4  
The ORGANIZER shall be entitled to withdraw the passes without substitution in case of violations of the Conditions of Participation.
- 3.5  
The exhibitor shall provide the ORGANIZER with all the names and contact data of the employees responsible for the onsite construction, operation and dismantling of the stand no later than 2 weeks before start of construction.
- 3.6  
In case of loss of exhibitor passes, the ORGANIZER shall be immediately informed.  
The exhibitor shall be liable for all damages arising from any improper use in case of delayed notification. All employees must be informed of the provisions.
- 3.7  
Access to the backstage area and to the VIP tent shall only be possible with a backstage pass and upon consultation.



3.8  
The implementation of dealer presentations, press conferences or similar events outside the official opening times – i.e. before 12 am or after 8 pm – shall only be possible should the event have been registered with the ORGANIZER and approved in writing by the latter.  
The costs incurred due to the safety precautions (e.g. safety personnel, etc.) shall be borne by the exhibitor.

#### 4 Eligibility to Participate and Space Allocation

4.1  
The ORGANIZER shall decide on basic admission; admission may be refused without cause, without enabling any claims to compensation to be asserted. There shall be no entitlement to admission.

4.2  
The admission shall apply only to the agreed exhibitors. No complete or even only partial assignment of the confirmed rights and duties to third parties shall be permitted. Special arrangements shall only apply should they be approved in writing by AD AGENDA Kommunikation und Event GmbH.

4.3  
The ORGANIZER shall allocate space according to the prevailing aspects due to the topic of the exhibition, the size, the existing premises as well as according to availability, although specific wishes shall be considered where possible. The date of receipt of registration is not the decisive factor here.

4.4  
No exchange of spaces without the ORGANIZER's consent shall be permitted.

#### 5 Stand Space

5.1  
Within the realms of possibility, the ORGANIZER shall provide the areas identified in a site plan as being for the exhibitor.

5.2  
No exclusion of competition shall be allowed.

5.3  
The ORGANIZER may reach a deviating decision to the agreed or allocated spaces in cases of necessity. Deemed particularly necessary shall be those grounds imposed on the ORGANIZER by official requirements of authorities, as well as those measures relating to the safety concept. In such cases, an equivalent space shall be allocated where possible. The exhibitor shall be entitled to withdraw its registration within one week of announcement of the new space. A withdrawal shall be excluded should the exhibitor use the newly allocated space or agree to the allocation.

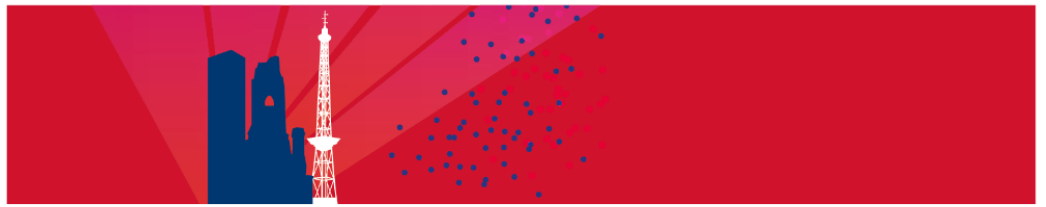
5.4  
Any claims to damage on account of non-compliance in conjunction with a reallocation shall be excluded for both parties.

5.5  
The exhibitor shall be obligated to observe the condition and carrying capacity of the paving of the area of use, particularly pursuant to the loading schedule of the BVG (Berliner Verkehrsbetriebe) enclosed as **Annex B**.

5.6  
The condition of the stand space upon transfer and return shall be recorded in a transfer log to be signed by both parties.

5.7  
The exhibitor shall be responsible for any deterioration in the stand space.

5.8  
The ORGANIZER's approval shall be obtained for the reliable dismantling of street furniture (especially lamps). Dismantling shall ensue at the exhibitor's expense.



## 6 Stand Construction, Layout and Approval

### 6.1

The basic layout and branding of the stand spaces shall be incumbent upon the exhibitor. The layout and branding shall require the consent/approval of the Charlottenburg-Wilmersdorf District Office and the ORGANIZER. For this purpose, the exhibitor shall submit a stand layout concept including dimensioned stand plans with floor plan and projections including the branding relating to its planned exhibition together with a program plan to the ORGANIZER no later than 4 weeks before the start of construction for submission to the necessary official approvals.

The ORGANIZER reserves the right to set up and present additionally branded advertising media around the exhibition area as well as on the entire event area.

### 6.2

All stand constructions shall require a prior building permit/stand construction approval from the ORGANIZER. The stand construction approval shall be requested in writing.

Any required static data, e.g. for multilevel constructions, must be submitted 6 weeks before start of construction.

If necessary, the planned constructions must be inspected by TÜV or a corresponding approval obtained by the exhibitor and submitted to the ORGANIZER.

Stand lighting and installations may neither annoy the visitors nor adversely affect the neighboring stands.

### 6.3

The ORGANIZER shall not be responsible for the issue of official approvals of the tangible use of the exhibitor.

In case of non-compliance with official approvals, Clause 20 of these Terms and Conditions below shall apply.

### 6.4

**The exhibitor undertakes to comply with the official requirements and restrictions in the approval vis-à-vis the ORGANIZER pursuant to Annex A, the final version of which shall be immediately forwarded to the exhibitor once available and shall become an integral part of the contract between ORGANIZER and exhibitor.**

Furthermore, the relevant statutory provisions and administrative regulations shall be binding for the exhibitor and for every stand construction company.

### 6.5

The stand construction may not begin until such time as the exhibitor or a commissioned company thereof has obtained the stand construction approval from the ORGANIZER.

In cases of violation and after an ineffective warning, the ORGANIZER shall be entitled to have changes made at the exhibitor's expense and/or to impose a prohibition on the stand.

Non-approved constructions may be modified or removed by the ORGANIZER at the exhibitor's expense without prior warning.

The elimination of onsite damages caused by the exhibitor shall ensue at said exhibitor's expense.

### 6.6

The costs of the inspections shall be invoiced to the exhibitor upon completion.

## 7 Construction and Dismantling

### 7.1

The stand shall be constructed by the exhibitor and the commissioned companies thereof.

### 7.2

Construction and dismantling times as well as the frequenting of the space by motor vehicles shall be separately agreed in writing with all exhibitors for logistical reasons.

### 7.3

The still to be compiled schedule relating to the technical and organizational implementation will be binding.

The exhibitor may only object to said schedule should an important cause exist that is cited.

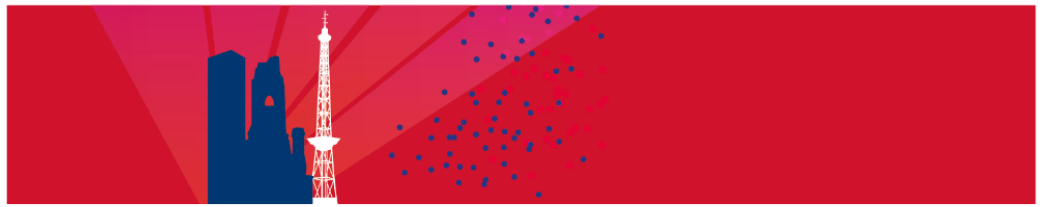
### 7.4

A daily construction and dismantling period of 7 am to 10 pm shall generally apply (pursuant to Clause 2).

Periods in excess of this may only be granted in exchange for a fee and after prior registration.

### 7.5

No stand dismantling shall be permitted before the start of the official dismantling period.



## **8 Prices for Space Rental**

### 8.1

The basic prices may be found in the respective fact sheets. The price will be rounded up to the next m<sup>2</sup>. The minimum stand size is 9m<sup>2</sup>.

### 8.2

The price includes the general surveillance of the event area, the daily basic cleaning of the event area, communication services pursuant to the fact sheet "Basispaket Kommunikationsleistungen für Aussteller" (Communication Services for Exhibitors – Basic Package) as well as the authorized exhibitor passes allocated according to stand size.

### 8.3

The pathways as well as the entrance and exit area are a component of the rented stand space and shall thus be integrated and kept clear on the exhibitor's own responsibility. This shall also apply to the space rent in a communal pavilion.

### 8.4

All prices are net prices excluding statutory VAT.

## **9 Compulsory Presence and Stand Operation**

### 9.1

Exhibitors who have not occupied their stands by 12 am on the 1<sup>st</sup> event day shall lose their entitlement to the stand. The ORGANIZER may otherwise dispose of such stand. This shall not affect the claim to payment of the rent.

### 9.2

The exhibitor shall be obligated to occupy the stand and staff it with personnel during the entire opening times.

### 9.3

The gastronomic range of food and drinks shall be centrally organized by the ORGANIZER. Exhibitors shall be prohibited from selling products, services, food and drinks. However, such food and drinks as well as product samples may be given away at no charge. Cases of non-compliance may lead to penalties culminating in a prohibition imposed on the stand.

### 9.4

The exhibitor may present exhibits and implement campaigns solely in the stand space allocated to said exhibitor on its stand. However, surrounding stands may not be adversely affected (e.g. by the volume level).

Any activities shall require the ORGANIZER's approval and shall be registered with the ORGANIZER 4 weeks prior to the start of the event.

The distribution of information material and giveaways shall only be allowed in one's own stand space. Exhibitors are welcome to book additional walking promotions in the traffic and recreation areas.

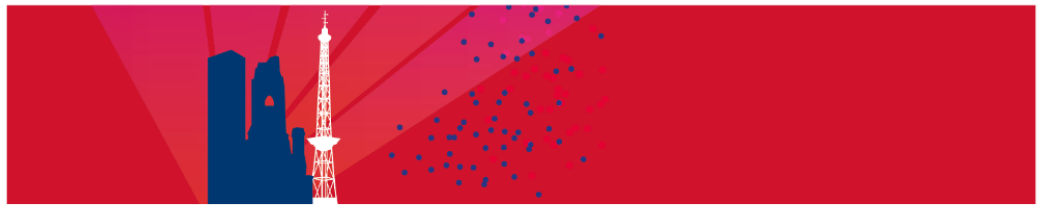
In consultation with the ORGANIZER and subject to the reservation of the temporal and spatial possibilities in the schedule, exhibitors have the possibility of implementing promotions on the stage involving the audience, such as lotteries or competitions. On such occasions, the logo/branding of the presenting exhibitor will appear on the stage screen.

### 9.5

When operating a public address system, the exhibitor shall be obligated to comply with the guidelines and official requirements relating to emission and noise protection imposed on the ORGANIZER. Public address systems must have verifiably been measured and sealed by a sound engineer. The proof of the levelling shall be rendered immediately to the ORGANIZER. Particular consideration shall be shown to the service and prayer times of the Kaiser-Wilhelm-Gedächtnis-Kirche (The times will be communicated prior to the start of the event.).

### 9.6

The operating of loudspeaker and music systems as well as video and slide show presentations on the exhibition stand shall require the ORGANIZER's prior written approval. Such approval shall only be given subject to the prerequisite that surrounding exhibition areas will not be adversely affected. In cases of doubt or dispute, the ORGANIZER or the authorized agent thereof shall decide. The ORGANIZER shall reserve the right to vary the volume limit not to be exceeded in individual event areas.



9.7  
Should the exhibitor violate statutory or contractual duties including official requirements, after unsuccessful warning, the ORGANIZER shall be entitled to impose and implement a prohibition on the stand.

## **10 Copyrighted Works, Communications Engineering**

10.1

Subject to the prerequisites of the Copyright Act, the permission of the respective responsible collection society (e.g. Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte – GEMA) shall be required for the exploitation or reproduction of all kinds of copyrighted works.

10.2

The entitlement to use protected works or other protected rights shall be the sole responsibility of the exhibitor.

10.3

The use of radio, radio call or radiotelephone systems must be approved by the regulatory authorities for telecommunications for the location of use.

10.4

The ORGANIZER shall be notified of the relevant approval as well as the used radio frequency no later than one week before the start of construction.

## **11 Technical Performances, Services**

11.1

The electricity and water supply shall be realized by the ORGANIZER according to the requirements of the exhibitor in individual invoice according to connection and consumption. This shall be invoiced as a lump-sum connection fee plus consumption at the end of the event. The sub-distribution on the exhibitor stand shall be the exhibitor's responsibility. The consumption report shall be shown to the ORGANIZER at the end of the event and, if necessary, verified onsite.

11.2

Installations within the stand must be executed by professional companies, which shall be named to the ORGANIZER upon request. The ORGANIZER shall be entitled but not obligated to conduct controls. In case of damage, the exhibitor shall be liable for any damage caused by the installation.

11.3

Connections, machines and devices, which do not have the required technical approval, do not comply with the relevant provisions or whose consumption is higher than reported, may be removed at the exhibitor's expense after ineffective warning. The exhibitor shall be liable for all losses incurred by uncontrolled withdrawal of energy. Complaints to the technical services shall be lodged immediately.

## **12 Surveillance, Cleaning and Garbage Disposal**

12.1.

The general surveillance of the event area shall be assumed by the ORGANIZER with no liability for loss and damage.

12.2

The duty to exercise care for the stand and the exhibits as well as the guarantee of fire protection safety shall be solely incumbent upon the exhibitor.

The exhibitor may only request stand surveillance personnel from security companies authorized by the ORGANIZER. The access times for the stand personnel to the event area shall be communicated with the stand allocation. The exhibitor shall not be entitled to permit any persons to stay on its stand during the night.

12.3

The ORGANIZER shall be responsible for the cleaning of the entire event area other than the stand space allocated to the exhibitor.

12.4

The cleaning and disposal duties on the stand shall be incumbent upon the individual exhibitor.



In addition, the exhibitor shall also be obligated to completely clear its stand space by the end of the dismantling time. Otherwise, the ORGANIZER shall be entitled to clear the stand space at the exhibitor's expense, without any prior warning being required.

12.5

Any conventional garbage that accumulates shall be disposed of in the garbage areas provided and identified by the ORGANIZER. Other garbage, such as non-used advertising media, displays, stand facilities and hazardous waste shall be disposed of by the exhibitor at its own expense.

### **13 Advertising, Press and Photographing**

13.1

The exhibitor shall comply with the rule and terms and conditions in Annex A.

13.2.

The implementation of press events and receptions shall require the ORGANIZER's prior approval and shall be announced 2 weeks in advance.

13.3

In principle, photographing and filming within the event area shall be permitted. However, the ORGANIZER shall not be liable for the freedom from third-party rights to the images.

13.4

Moreover, exhibition goods and exhibition areas of other exhibitors may only be photographed or filmed with the consent of the relevant exhibitor. The exhibitor shall be solely responsible for the content of its own advertising.

### **14 Arrival, Departure, Clearance and Parking**

Arrival and departure of the exhibition goods as well as clearance of the stand shall be assumed by the exhibitor at its own expense and risk. Parking on the event area as well as on Breitscheidplatz as a whole is prohibited. The surrounding underground parking garages shall be used.

### **15 Terms of Payment**

15.1

Upon conclusion of contract, the stand rent shall fall due in full in advance on submission of invoice and prior to the start of construction. It shall be payable no later than 10 days after the invoice date. The ORGANIZER shall be entitled to request an advance payment for any additional services commissioned by the exhibitor.

15.2

Should more space than registered be retroactively used and allocated, the ORGANIZER may charge a payment in advance pursuant to Clause 15.1 or with the final invoice for this purpose.

15.3

Other services and supplies, such as electricity and water connections or consumption costs, shall be charged at the end of the event in the final invoice.

15.4

Complaints relating to the invoice may only be considered should they be made to the ORGANIZER in writing within 10 days of the invoice date.

15.5

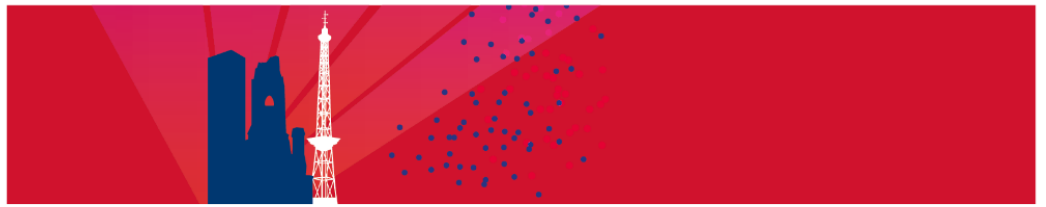
All invoices shall be transferred without deduction, citing the invoice number, to one of the accounts specified on the invoice. Should the exhibitor fail to pay by no later than the expiration of 10 days calculated from the date of invoice, interest of 8 percentage points p.a. above the applicable base rate shall be payable.

15.6

In the event of default on the exhibitor's part, the ORGANIZER may withdraw from the contract and demand compensation on account of non-fulfilment in addition to default damages.

15.7

The exercising of a right of performance refusal, right of lien or the offsetting against the ORGANIZER's claims by the exhibitor shall be excluded, unless the exhibitor's claim is legally determined or undisputed.



## **16 Exclusion of Liability**

### **16.1**

The ORGANIZER shall assume no duties to exercise care for exhibits and stand facilities and shall inasmuch rule out any liability for damages and loss. The exclusion of liability shall not be restricted by the ORGANIZER's surveillance measures either.

### **16.2**

For the rest, the ORGANIZER shall be liable according to the statutory provisions. In case of slight negligence, the ORGANIZER shall only be liable to the extent that essential contractual duties (cardinal duties) are violated and only for damages that are contractually typical and foreseeable. Deemed essential contractual duties shall be those with which compliance is particularly important for the contractual purpose.

The limitation of liability shall not apply to any liability according to the Product Liability Act or any liability for personal injury.

### **16.3**

The exhibitor shall be liable for any damages caused to the ORGANIZER due to said exhibitor's participation. The exhibitor shall be equally culpable for its vicarious and authorized agents as well as relatives and commissioned entities. Any damages occurring shall be immediately reported to the police, the insurance company and the ORGANIZER.

### **16.4**

The exhibitor shall also assume or reimburse the ORGANIZER any fines and costs caused by its conduct and imposed upon the ORGANIZER.

## **17 Road Safety Duty, Third-party Liability Insurance**

### **17.1**

The road safety duties, inasmuch as they relate to the stand space, shall transfer to the exhibitor on the date of transfer of the stand space.

### **17.2**

The exhibitor shall also be liable for any damages caused to third parties or the ORGANIZER on the exhibitor's stand or due to the latter's activity. The exhibitor shall bear all risks associated with or arising from the possession and the use of the stand space.

### **17.3**

The exhibitor undertakes to take out its own event liability insurance, with a minimum insurance amount of EUR 3,000,000.00 for personal injury and material damage as well as EUR 500,000.00 for pecuniary loss. The exhibitor shall provide the ORGANIZER with proof of the third-party liability insurance policy prior to the transfer of the stand space.

## **18 Domiciliary Right**

### **18.1**

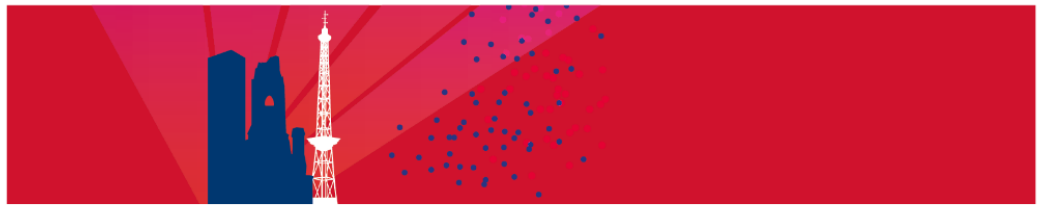
The ORGANIZER shall exercise the domiciliary right on the entire event area. The ORGANIZER shall be entitled to issue directives.

### **18.2**

The ORGANIZER shall be entitled to have photographs, drawings and films made of event occurrences, of the exhibition constructions and stands and to use them for advertising and press release purposes, without the exhibitor being able to raise objections for any reason whatsoever. This shall also apply to photographs taken directly by the press with the ORGANIZER's consent. The exhibitor and all those in its employ hereby waive any personal rights to the images and specifically consent to the taking of photographs and making of films with no quid pro quo on the ORGANIZER's part.

## **19 Contract Penalty**

Should the exhibitor violate any of the duties cited in Clause 4.2, Clauses 3.6, 3.8, Clause 6.7 or Clause 9, after ineffective warning, the ORGANIZER may demand a contract penalty of 0.5% of the total rent including VAT for every hour commenced, but not to exceed a maximum of 20% of the total rent including VAT, for every case of violation.



## **20 Cancellation by the Exhibitor**

The stand rent shall still be payable in full should the exhibitor cancel its participation.

Should the stand be successfully otherwise leased subject to the same terms and conditions, the ORGANIZER shall reserve an entitlement vis-à-vis the first lessor to a cost sharing of 25% of the stand rent invoiced.

The exhibitor shall reserve the right to prove that no costs or fewer costs have been incurred. The right to assert further claims shall remain reserved.

## **21 Withdrawal by the ORGANIZER**

### **21.1**

The ORGANIZER shall be entitled to withdraw at any time, should

a)  
the full rent not have been received by no later than the date determined in the invoice and stipulated under Clause 15 and the exhibitor fails to pay even after a period of grace set thereafter;

b)  
the exhibitor violates the domiciliary right and fails to cease its conduct even after a warning.

In the above-cited cases, the ORGANIZER may assert claims to compensation. Clause 20 shall apply accordingly.

### **21.2**

The ORGANIZER shall be entitled to withdraw from the contract by June 30, 2017.

## **22 Consequences of an Imposed Prohibition on a Stand**

Should the ORGANIZER avail itself of any impositions of prohibitions on a stand set down in Clauses 6.5, 9.3 and 9.7, the full stand rent shall be payable in corresponding application of Clause 20.

## **23 Reservations**

### **23.1**

The validity of the contract shall be subject to the condition precedent of the issue of the required approvals, licenses and other necessary permits by the responsible authorities.

### **23.2**

Any contract materializing shall be subject to the condition subsequent of the withdrawal, revocation or cancellation of any approvals, permits or consents.

### **23.3**

Should the ORGANIZER be coerced into clearing one or more exhibition areas as a consequence of the occurrence of force majeure or of other reasons for which it is not responsible, whether temporarily or for a longer period of time, or to extend, curtail, postpone or even cancel the event, the exhibitor shall not be entitled to rights of either withdrawal or termination, of other claims, particularly claims to compensation, vis-à-vis the ORGANIZER.

The paid rent shall be reimbursed pro rata for any downtimes. In case of a complete shutdown of the BCIFA, the planned rent shall be superfluous. Any amounts already paid shall be reimbursed. However, the exhibitor shall be required to pay the ORGANIZER in full for any already commissioned and executed work and services.

## **24 Contractual contents**

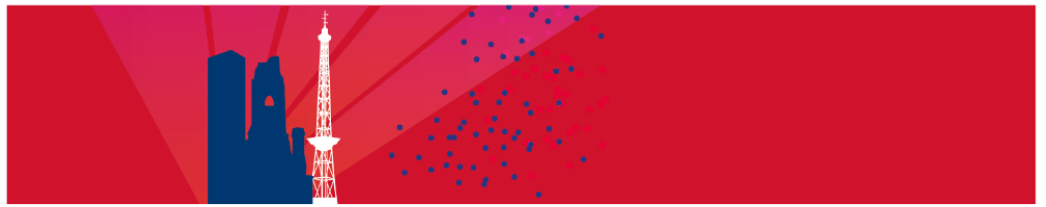
These General Terms and Conditions of the BCIFA even shall become the subject matter of the contract upon acceptance of the offer. Essential terms and conditions of the contract are also Annexes A (Provisions and Official Requirements as amended from time to time) and B (Loading Plan of BVG). The latter are supplemented by the General Information on the event. The latter will be forwarded to the exhibitor with the latest information shortly before the event.

## **25 Cut-off Period, Statute of Limitations**

### **25.1**

The contract parties shall assert any claims vis-à-vis their contract party within a **cut-off period of three months** after the end of the event, the exhibitor shall do so to AD AGENDA Kommunikation und Event GmbH.





25.2

**The entitlement shall elapse should the claim not be asserted in due time.**

25.3

Die cut-off period shall not apply to the following claims:

- claims to the stand rent,
- claims arising from intentional violation of duties and illegal action.

25.4

Claims to compensation on the ORGANIZER's part on account of changes or deteriorations in the rented object shall become time-barred within a year as of the date on which the ORGANIZER withholds the rented object.

## **26 Data Protection**

26.1

Within the limitations of the data protection provisions, the ORGANIZER shall be entitled to electronically save the data relating to the exhibitor for automatic processing and to relay such data to the ORGANIZER's service partners, provided this is required or expedient for the implementation of the contract governing the exhibitor's participation in one of the ORGANIZER's events. The exhibitor hereby consents thereto.

26.2

The ORGANIZER and the exhibitor shall be obligated to treat confidentially all information relating to personal data, of which they, their employees or their commissioned third parties become aware during the fulfilment of the contract. The ORGANIZER and the exhibitor shall refrain from using or exploiting such information relating to personal data for any purpose other than the fulfilment of the contract. The ORGANIZER and the exhibitor shall comply with all obligations arising from the Federal Data Protection Act and shall impose the same requirement on their employees and commissioned third parties accordingly.

This obligation shall continue to apply beyond the end of the contract.

## **27 Written Form**

Any arrangements relating to the event shall require the ORGANIZER's written agreement or written confirmation. E-mail correspondence is both permissible and desired.

## **28 Jurisdiction**

The mutual rights and duties arising from this contractual relationship and on the occasion of this contract are subject to the law of the Federal Republic of Germany. Place of fulfilment and jurisdiction for all mutual obligations including all payment obligations is Berlin, Germany.

## **29 Severability Clause**

Should any provisions of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be amended in such a way as to achieve the intended purpose.

Note: There will be renovation work on the chapel of the Kaiser Wilhelm Memorial Church, the building opposite the Europa Centre, on Breitscheidplatz. For about a year this building is secured by a construction fence. Please don't hesitate to contact us if you have any questions.

Berlin, April 10, 2017