

# Conditions of Participation

## Special Section



DMEXCO  
Sept.18&19,2024

## 1 Organiser, event, venue and dates, visitor admission

### 1.1

DMEXCO is being organized by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany.  
The associated Federation is the Federal Association of the Digital Industry (BVDW) e.V., Schumannstraße 2, 10117 Berlin.  
The event will be held at the Cologne Exhibition Grounds from Wednesday, September 18, 2024 to Thursday, September 19, 2024.

### 1.2 Opening times

For exhibitors: Wed., Sept 18, 2024 from 7:30 AM to 7:30 PM  
Thu., Sept 19, 2024 from 7:30 AM to 6:30 PM  
For visitors: Wed., Sept 18, 2024 from 9:00 AM to 6:30 PM  
Thu., Sept 19, 2024 from 9:00 AM to 6:30 PM

### 1.3 Stand construction and dismantling

#### 1.3.1 Stand construction

Construction period begins: Sunday, September 15, 2024, 6:00 AM.  
Construction period ends: Tuesday, September 17, 2024, 8:00 PM.  
The halls will be open around the clock during the construction period.

**Work that produces large amounts of dust must cease by 6:00 PM on Tuesday, September 17, 2024. All of the aisles must be completely cleared by 6:00 PM on Tuesday, September 17, 2024 so that the floors can be blacked without any problems.**

After obtaining prior permission preponed assembly is possible from 6:00 AM onwards on Friday, September 13, 2024. Special permission can be obtained for a fee at [exhibitor@dmexco.com](mailto:exhibitor@dmexco.com). Early stand construction must be registered with Koelnmesse team by Friday, August 23, 2024.

from Friday, September 13, 2024: €980,00 per day (6:00 AM to 10:00 PM), €720,00 per night (10:00 PM to 6:00 AM)

All construction vehicles are allowed to enter exhibition grounds on the last construction day September 17, 2024 until 5:00 PM. Please note subparagraph 15 of these conditions.

#### 1.3.2 Dismantling

Dismantling start: Thursday, Sept 19, 2024 from 5:30 PM onwards  
Dismantling finish: Friday, Sept 20, 2024 at 10:00 PM

Dismantling of the exhibition stand and the goods presentation may not begin before the end of the event at 5:30 PM on September 19, 2024 (see item 14 of these conditions).

Admission for dismantling personnel from: 5:30 PM.  
Trucks will be permitted to enter from: 7:30 PM.

After obtaining prior permission extended dismantling is possible until Saturday, September 21, 2024, 10:00 PM. Special permission can be obtained for a fee at [exhibitor@dmexco.com](mailto:exhibitor@dmexco.com). Extended stand dismantling must be registered with Koelnmesse team by Friday, August 23, 2024.

Cost per exhibition space for the extended dismantling period: €980,00 per day (6:00 AM to 10:00 PM), €720,00 per night (10:00 PM to 6:00 AM)

The halls are open 24 hours a day during the dismantling period. Please note subparagraph 15 of these conditions.

## 2 Eligibility to participate

### 2.1 Exhibitors

Only producers that are entered in the Commercial Register or in the Handicrafts Register are permitted to participate at DMEXCO. Such producers must exhibit products that correspond to the focus of the event (see the Products List). You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company.

You can exhibit for the companies you represent as a sales representative, sales company, association or importer insofar as the goods exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits.

Koelnmesse may also require that proof of the nature of the manufacturer's business or of the activities as the manufacturers' sales company or importer be submitted in an appropriate form on demand.

Decisions on company acceptance, eligible products and the location of exhibitor stands will be made by Koelnmesse. In the event of a rejection, you will receive a separate letter.

All exhibited products and services must correspond to the focus of the event. See the accompanying Products List, Form 1.30. The products must be new ex works. Products and services that do not correspond to the Products List and used products may not be exhibited or offered.

### 2.2 Co-Exhibitors

The participation of co-exhibitors at DMEXCO is possible. A special application (Form 1.20) and acceptance by the organizer are required for the use of the stand area by a co-exhibitor (see Item V of the General Section of the Conditions of Participation).

For each co-exhibitor, the main exhibitor must have registered a stand area of at least 20sqm. All group participants must be registered by 7.8. at the latest and the distribution of the group participants on the area must be communicated.

Enabling a co-exhibitor to participate on the stand area without first obtaining the approval of Koelnmesse is a serious violation of the Conditions of Participation. The stipulations of Item V of the General Section of the Conditions of Participation are not affected.

The group organizer is responsible for ensuring that all group participants maintain their online profiles on the DMEXCO platform. This means in particular uploading the logos and maintaining contacts who will be on site. The access data will be sent to the contact person of the group participants by e-mail. If an online profile has not been maintained by the start of the trade fair, Koelnmesse reserves the right to delete the profile.

### 2.3 Visitors

DMEXCO is a trade fair. DMEXCO is only open to trade visitors. Koelnmesse has the right to charge a fee for admission to DMEXCO.

## 3 Participation fee and other costs

### 3.1 Participation Fee

The participation fee comprises of stand space rental price, Marketing Package, possible stand type surcharge and possible costs for a modular concept stand. The participation fee will be calculated according to the dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not provide grounds for a reduction in the participation fee. For two-story exhibition stands, the actual allotted area in the upper story following the technical inspection is calculated at 100% of the price per sqm of floor area, plus Digital and Marketing Package, AUMA fee and energy cost.

### 3.1.1 Stand Space Rental Price

The stand space rental price includes the rent for the exhibition space for the entire duration of the event including the stipulated assembly and dismantling times, consultation and supervision by the organizers in the run-up to and during the event, the use of technical equipment and service facilities in the exhibition halls as well as advice on all organization issues, advertising and PR work regarding the event participation.

The minimum stand size for own stand construction is 20 sqm, for modular concept stand 16 sqm.

**Please bear in mind that the stand space rental price for own stand constructions does not include any superstructures or floor surfacing and that there are no partition walls (back and side walls) to the neighboring stands.**

### 3.1.2 Digital and Marketing Package

The Digital and Marketing Package is a mandatory component of the participation fee. It costs €165.00/sqm and provides the under point 9 listed services.

### 3.1.3 Stand Type Fees

Terrace stand:	€0.00/sqm
Corner stand:	€10.00/sqm
Two corner stand:	€15.00/sqm
Island stand:	€20.00/sqm

### 3.1.4 Energy Costs

Exhibitors will be charged a proportional flat-rate energy fee of €23.50/sqm of occupied stand area.

## 3.2 Other costs

### 3.2.1 AUMA fee

The Association of the German Trade Fair Industry (Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e. V. — AUMA) charges a fee of €0.60/sqm of exhibition space for representing exhibitor interests. Important note: In case of a two-storey construction, this fee of €0.60/sqm of exhibition space will also be charged for the floor space occupied in the upper storey. Koelnmesse will calculate and collect the fees in the name of, and on the account of AUMA. More detailed information is available at [www.auma-messen.de](http://www.auma-messen.de).

### 3.2.2 Down payment for services

Koelnmesse is entitled to collect an adequate down payment for the services provided at an event — e.g. electricity and water supplies, media services etc. The amount of the down payment for services is based on the services invoiced at the previous event. For exhibitors that did not take part in the previous event, the down payment amounts to €47.00/sqm. Following the event, a separate invoice will be drawn up for the services provided; the down payment will be credited to this amount. Invoice amounts are payable immediately upon receipt. If the down payment exceeds the amount charged for services provided, the excess amount will be paid back to the exhibitor. exhibitors are not entitled to have interest paid on their down payment.

### 3.2.3 Co-Exhibitor fee

Insofar as the inclusion of other companies is permitted on the stand space (see Item V of the General Section of the Conditions of Participation/Item 2.2 of these conditions), a co-exhibitor fee of €1,600.00 per company will be charged. Each main exhibitor who has booked a stand area of 20 sqm is entitled to register one co-exhibitor. For each additional 10 sqm, the main exhibitor can register one additional co-exhibitor.

Each co-exhibitor has to be registered using form 1.20. The co-exhibitor fee

remains payable should the co-exhibitor not participate in the event.

### 3.2.4 Exhibitor categories in the exhibitor search online

The online entry of the exhibitor categories in the exhibitor search is included in the Digital and Marketing Package and will not be charged separately. The selection of the categories is carried out by the exhibitor on the DMEXCO event platform in the self-service area.

### 3.2.5 Brand name registration

It is possible to publish online not only the company name but also the brand name(s). Only brand names of which the respective exhibitor is the owner can be published.

The brand name is to be submitted with the form 1.30. and costs €850,00 per brand entry. The brand name will also be listed in the list of exhibitors online as well as in the hall plan. In the case of the exhibitor directory, the brand links to the exhibitor profile.

If demanded by the Koelnmesse, proof of the brand rights has to be provided. The exhibitor is responsible for ensuring that the publication of the brand does not breach against any property rights or any other rights of third parties. Should a claim be filed against the Koelnmesse by third parties because their rights are allegedly being violated by the publication of the brand, the exhibitor indemnifies the Koelnmesse from any such liability. It is not possible to cancel the brand name entry free of charge

### 3.2.6 Issuance of a new bill

The details you have filled in on form 1.10 concerning the billing address are binding. There will be a fee for a new bill if it is issued for reasons for which Koelnmesse is not responsible. A flatrate fee of €100.00 will be charged for each new bill.

### 3.2.7 VAT

All prices given are net prices. The legal VAT will be charged separately where applicable.

### 3.2.8 VAT Registration Number

As a rule, Koelnmesse provides exhibitors (proprietors) with a uniform service — a so-called event service — in accordance with Art. 3a.4., Par. (2) of the German ordinance on the application of the VAT (UStAE). The place of performance for such services is the recipient's head-quarters. Koelnmesse will therefore invoice foreign exhibitors (proprietors) according to the reverse charge accounting mechanism without charging any German VAT. exhibitors from the European Union need to enter their valid VAT identification number in the registration form in order to be considered entrepreneurs. exhibitors must immediately notify Koelnmesse of any changes to their VAT identification numbers.

### 3.2.9 Reimbursement of VAT

If, in exceptional cases, services are not provided as uniform offerings in the sense described above and statutory VAT is charged, foreign exhibitors (proprietors) may receive a refund of the invoiced VAT provided they fulfil the legal requirements. Further details are available on the Internet at: [www.bzst.bund.de](http://www.bzst.bund.de).

## 3.3 Costs in the Event of Non-Participation

### 3.3.1 After Receipt of Acceptance/Stand Area Confirmation

Normally, such a withdrawal from the contract after receipt of the acceptance/stand area confirmation is not permitted. The regulation contained in Item II of the General Section of the Conditions of Participation applies.

In the event of your non-participation, you must pay compensation. Provided the reserved stand area can be rented to a third party, this compensation amounts to 25% of the participation fee subject, however, to the minimum € 2,500.00.

### 3.3.1.1 Stand Construction by Koelnmesse

If modular concept stand construction was ordered from Koelnmesse and the exhibitor wishes to cancel the concept stand construction this needs to be done at least six weeks before the stand construction period officially begins. The date on which Koelnmesse receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse is entitled to charge a flat-rate fee for the costs incurred. These costs amount to 30% of the agreed fee in the event of a cancellation within 4–6 weeks prior to the start of construction, 50% of the agreed fee in the event of a cancellation within 2–4 weeks prior to the start of construction, and 100% of the agreed fee in the event of a cancellation at a later time or during the construction of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics. Modular concept stands will be allocated within a by Koelnmesse determined area. A cancellation of the modular concept stand construction implies a new allocation.

### 3.3.1.2 Stand construction carried out by Koelnmesse — individual stands and turnkey system stands

In a case where the stand construction has been ordered independently of the registration of a stand area, the provisions of the Koelnmesse Group's General Terms and Conditions for Services and the Koelnmesse Group's Special Terms and Conditions for Services — Stand Construction shall apply in the event of a cancellation of this order. You may download these Terms and Conditions of the Koelnmesse Group from the event website or from the service shop of the event.

**3.3.2** You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the fee charged.

## 4 Stand sizes and construction

### 4.1 Stand Size

The minimum stand size for own stand construction is 20 sqm, for modular concept stand 16 sqm.

Please note that hall pillars and other fixed construction elements may be present in the rented stand area. Minor deviations from the requested stand size do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation. Trade fair partition walls for separating the stand area are not automatically provided. If they are needed as stand construction elements, however, they can be ordered for a fee using order.

Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

### 4.2 Responsibility

Stand construction, design and operation must comply with all the regulations that are valid in Germany (including the special construction regulation, the industrial safety law and regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the employers' liability insurance associations in their currently valid versions). All of these provisions apply to the company's own as well as to independent stand designers, decorators, and signwriters and to all persons insofar as they perform activities commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction, design, operation and dismantling of the stand.

The exhibitor is responsible for ensuring that all regulations are complied with.

The exhibitor must supervise construction and dismantling personnel and other persons working on its behalf, in order to ensure that they adhere to the regulations.

The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.

### 4.3 Maximum Stand Height

The maximum permissible stand height is set at 3.00 m, insofar as this is permitted by the hall ceiling and any fixed structures that may be present. As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit drawings for one-storey stands that do not exceed the permitted height for technical approval. For all stands it is however obligatory to submit drawings for the design approval of the DMEXCO team. Floor plans, elevation views and constructive design with all the respective dimensions and on a scale have to be sent via e-mail to the DMEXCO Team (exhibitor@dmexco.de). All stand elements and constructions over 3 m in height require approval. The back walls of the stand constructions which border on neighbouring stands have to be white and clean if they are above 2.50 m. The maximum construction height includes all construction elements, advertising media, lighting-, truss systems etc. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required. Plans must be submitted in duplicate for approval by Koelnmesse in good time before the work is carried out, and at least 8 weeks before the event commences. These documents, which can be scrutinized, consist of ground plans, views and design cross sections with all measurements.

### 4.4 Distance from the Neighboring Stands

As well as it not being permitted to exceed the construction height of 3 meters on the closed borders of the stand to neighbouring stands, a boundary zone of 2 meters is to be maintained or the written consent of the neighbouring stand has to be presented to Koelnmesse.

### 4.5 Notice of Approval

This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/arrangement. All design elements, including suspended advertising banners etc., require prior permission. Two-story constructions are permitted. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately.

There is no obligation on the part of Koelnmesse to ensure the observance of other provisions. Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to issue the notice of approval. Herewith Koelnmesse informs the exhibitor of the fact that in exceptional cases — on the exhibitors request and account — the stand construction documents must be submitted to the responsible authorities for scrutiny. Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be responded to immediately. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

### 4.6 Stand Type

The following terms are used for the stand types:

Terrace stand:	One side open
Corner stand:	Two sides open
Two-corner stand:	Three sides open
Island stand:	Four sides open

Deviations from the requested stand shape do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

### 4.7 Construction and Design of the Stands

In line with the understanding of the branch, the priority lies on the ability to

communicate and transparency. Exhibitors are asked take this into account when planning the stand. Hence, the Koelnmesse will not approve stand constructions that do not comply with the concept of an open design construction. Stand structures should be as transparent as possible. No more than 30% of the open sides of the stand may contain closed wall elements. Any closed wall elements that exceed the permitted limit have to be positioned at least 1.00 meters away from the aisle boundaries. The stand must be constructed to comply with the form of the stand confirmed. The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand space. Banners and company signs are not permitted to encroach into the aisles. Stand construction will not be carried out unless this service has been ordered and confirmed. The exhibitor is responsible for building stand boundary walls that are at least 2.50 meters high at the closed boundaries of the stand. Any violation of these provisions is a breach of the Terms of Participation (see paragraph 15 of the Terms of Participation). If these requirements are not complied with, Koelnmesse has the right to build stand boundary walls and lay down a floor covering at the exhibitor's expense. In necessary the exhibitor can fall back on the offer of the modular concept stand, which entails the complete construction of a stand for a fixed fee.

## 5 Permit (stand space confirmation)

The exhibitor will receive the permit together with a dimensional stand sketch. Please pay particular attention to the number of pillars in the stand space and fire extinguishing device, as this is already noted in the stand space confirmation.

## 6 Services

In the Koelnmesse Service Shop, you can order the various services such as electricity, water, WiFi, etc. online. If you have any questions, please contact the service team by phone at +49 (0)221 821 3500 or per e-mail: [service-shop@exhibitor.koelnmesse.de](mailto:service-shop@exhibitor.koelnmesse.de)

## 7 Exhibitor-, work and service passes

### 7.1 Exhibitor Passes

Each exhibitor receives the following passes free of charge. These passes are valid for the period from the first day on which construction work begins to the final day of dismantling:

- 3 exhibitor passes for a stand up to 20 m<sup>2</sup>
- 1 exhibitor pass for each further or part unit 10 m<sup>2</sup> up to 100 m<sup>2</sup>
- 1 exhibitor pass for each further or part unit 20 m<sup>2</sup> above 100 m<sup>2</sup>
- The maximum number of passes free of charge is 150 exhibitors passes.

Per co-exhibitor 1 exhibitor pass will be awarded. Passes will be issued to the main exhibitor.

The codes for the passes are provided to the customer in digital form and must be redeemed online via the events ticket shop. The passes and travel tickets can only be used via the app of the respective event. The registration in the app must use the same data as used at the ticket shop. Additionally required exhibitor passes can be ordered online for a fee.

### 7.2 Work passes

You will also receive codes for free passes that allow people commissioned by you or who work on your behalf to access the exhibition centre in order to construct or dismantle your stand. These passes are only valid up to the start of the event and after it closes. They do not entitle the holders to enter the grounds during the event.

- 4 work passes for a stand up to 20 m<sup>2</sup>
- 1 work pass for each further or part unit 10 m<sup>2</sup> up to 100 m<sup>2</sup>
- 1 work pass for each further or part unit 20 m<sup>2</sup> above 100 m<sup>2</sup> up to a maximum number of 150 work passes

You will receive the passes digitally with the exhibitor passes.

### 7.3 Service passes

Exhibitors may order free service passes for service staff during the event (such as baristas, hostesses, etc.). Service passes allow holders to enter fair grounds both during construction and dismantling periods as well as during the event.

Holders of service passes are excluded from networking possibilities and do not receive access to the DMEXCO digital event platform.

Service passes can be ordered for free 4 weeks prior the event via [order@dmexco.com](mailto:order@dmexco.com).

### 7.4 Transfer of passes forbidden

Transferring a pass to a third party — whether sold or given free of charge — is not permitted and represents a severe violation of the Conditions of Participation, as stipulated by Item VI of the General Section of the Conditions of Participation.

### 7.5 Return of Vouchers and Passes

Unused vouchers and passes cannot be returned to Koelnmesse.

## 8 Rules on selling

In view of the trade nature of the event, direct sales of exhibits or samples from the trade fair stands are not permitted. Furthermore, exhibits may not carry a price tag.

This regulation does not apply to printed matter such as trade publications and specialist journals.

Koelnmesse has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse also has the right to immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

## 9 Digital- and Marketing services (Marketing Package)

### 9.1 Scope of obligatory digital and marketing services

- Integration into the digital DMEXCO 2024 and presence on the digital event platform of DMEXCO\*
  - Lead tracking integrated into the DMEXCO 2024 Event Platform
  - Participation in online networking\*
  - Entry in the DMEXCO 2024 online exhibitor directory\*\*
  - Entry in the DMEXCO 2024 online exhibitor search\*\*
  - The company profile can be designed to the exhibitors specifications, among them visual assets (logo, header, view of profile, background), information regarding the company and relevant tags, contact details, social media links, downloadable content, management of meeting availabilities and meeting requests, audit and controlling of content performance as well as maintaining team members
  - Self-maintenance of product categories (exhibitor categories) for the better searchability and findability (e. g. in the search function)\*
  - Up to 5 entries within the DMEXCO 2024 digital jobboard with a link to the exhibitor profile\*
  - Up to 5 product and service entries within DMEXCO 2024 digital offer and presentation of these via a dedicated detail page with product photo and description with a link to the exhibitor's profile\*.
  - Entry in the hall plan with company name, incl. all brand entries\*
  - Online ordering of technical services such as power connections, hanging points, etc. via Koelnmesse Service Shop
- Support through targeted DMEXCO communication measures:
- Marketing/advertising: National and international positioning of the DMEXCO as the world's leading industry event
  - Free online advertising materials for the company's own visitor advertising

- Press contacts via the DMEXCO PR agency (upon request)
  - Addressing potential industry and marketing decision-makers
  - Event PR
- \* Services also visible to visitors in the mobile app  
 \*\* Services visible to visitors in the mobile app as well as on the DMEXCO website under online exhibitor search

## 9.2 Costs for the obligatory digital and marketing services (digital and marketing package)

Use of the marketing services listed under Item 9.1 is mandatory for all represented companies, coexhibitors and other represented companies and costs 165.00€/qm for the listed services. Our official contractual partners will provide you with all order information and documents for the marketing services offered. Please note that your company's participation requires Koelnmesse's approval. Therefore, this approval is also a prerequisite for any offers or order confirmations.

If an exhibitor still has not submitted an order to the official contractual partners by the editorial and advertising deadline, the exhibitor's particulars shall be added to the official fair media, subject to charge, on the basis of the information provided on the respective Registration Form 1.10 and 1.20. Where possible, registrations and orders received later will also be included in the official fair media. If Koelnmesse receives orders and registrations later than the editorial and advertising deadline, Koelnmesse shall accept no guarantee for provision of any marketing services. In such cases, there shall be no claims recognised, regardless of their nature, but particularly claims for reductions in cost for inclusion in the official media, or claims for damages.

## 9.3 Special data protection provisions for lead tracking

Trade fair visitors can voluntarily register. Other terms may apply, particularly when visitors can only purchase certain types of tickets by registering. Koelnmesse GmbH forwards the personal data from registered visitors to third parties only if the visitors first agree to have their data used in this way.

Neither the exhibitor, nor Koelnmesse GmbH nor any other third party can require visitors to take part in lead tracking by scanning their admission tickets and so to pass on their personal data. In addition, the exhibitor is obliged in individual cases to delete the personal data that it has received as a result of lead tracking if it is requested to do so by Koelnmesse GmbH or the visitor in question. Koelnmesse GmbH is not liable for the accuracy and completeness of the visitor registration data.

The exhibitor may only forward the personal data received as a result of lead tracking to third parties if and to the extent that the exhibitor has received express consent from the respective visitor. The exhibitor also undertakes to use the personal data received as a result of lead tracking only in accordance with the legal regulations, especially those relating to data protection, and only for the exhibitor's own purposes. In this respect, the exhibitor shall exempt Koelnmesse GmbH from all claims by third parties.

## 9.4 Responsibility/release of Koelnmesse from liability

Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany, is the publisher of the official trade fair media. Koelnmesse may assign the practical implementation of the advertising to a third party company.

Advertisers are responsible for the content of their advertisements and entries and are liable for any damages related thereto. Koelnmesse is not liable for printing errors, incorrect placement, mistakes and other gaps or faults in the printing.

Koelnmesse GmbH is not liable for damage to property and personal injury caused by the use of the FairMate Leadtracking app for the lead tracking service unless it can be proved that Koelnmesse GmbH acted deliberately or with gross negligence. Liability is limited to foreseeable damages. Participants use the FairMate Leadtracking app for the lead tracking service at their own risk. Although Koelnmesse strives to provide correct information, it does not guarantee the currency, accuracy and completeness of the supplied information nor is it liable for such. Koelnmesse assumes no responsibility for the technical availability of the services offered. Warranty or damage claims of

all kinds are excluded if the technology breaks down or malfunctions in some other way. In particular, maintenance, security and capacity-related issues as well as events over which Koelnmesse has no control (e.g. disturbances of the public communication networks, power outages etc.) can lead to brief disruptions or a temporary suspension of the services. Koelnmesse does not guarantee that the web pages will be accessible at all times and that participants can call them up flawlessly and without encountering incorrect content or technical difficulties. Koelnmesse is not liable for incorrect information that is produced or disseminated by participants and/or third parties (including cooperation partners) and that is related to the ordering of admission tickets and catalogues for trade fairs and exhibitions of the Koelnmesse Group on the Internet. Koelnmesse is especially not liable for e-mails or data entries that the system fails to accept and/or receive because they do not conform to the stipulations of these Conditions of Participation or to the website's technical requirements.

Koelnmesse is not liable for the offers made by third parties, especially not if they are related to the use of the lead tracking service.

Koelnmesse does not guarantee that all links and references to external content that are found during the use of the lead tracking service are correct or complete.

## 10 Commercial property rights

Koelnmesse does not want any exhibitors who in the process of producing, disseminating, selling, owning or advertising their products violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense. If a final court decision has determined res judicata that an exhibitor in connection with one of Koelnmesse's events has violated laws of the kind mentioned in paragraph 1, Koelnmesse is entitled to bar that exhibitor from the next event of this kind after the res judicata court decision if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

## 11 Advertising opportunities/non-permissible advertising

Only the advertising opportunities offered in the advertising booklet are permissible outside of the rented stand space. So-called "walking acts" and promotion teams outside of the stand, body-painting, performers, scantily dressed hostesses as well as advertising of an ideological and political nature are prohibited. The Federal Association of the Digital Industry e.V., the industry partner of the organizers, is exclusively reserved the right to organize tours of the DMEXCO (Guided Tours). The exhibitor bears responsibility for the legality of competitions, raffles etc. For each such violation the Koelnmesse is entitled to impose a penalty for breach of contract of up to €5,000.00 depending on the severity of the violation and/or to exclude the exhibitor from subsequent events.

**11.1** In order to ensure that the overall character of the event is safeguarded and the exhibitors and visitors are protected from irritating or illegal activities, the following advertising measures in particular are forbidden:

- Exceeding the binding specified overall height;
- Advertising activities outside the rented stand area without the prior written permission of Koelnmesse;
- Advertising of an ideological or political nature.

The exhibitor bears responsibility for the legality of competitions, raffles etc.

**11.2** In the event of severe violations of the Conditions of Participation, Koelnmesse may immediately close your stand and clear it without resorting to legal assistance. Claims of all kinds — especially claims for damages — are excluded in these cases.

## 12 WiFi operation

By booking internet connection in the Koelnmesse-Service-Shop a preconfigured WiFi is included. Dedicated exhibitor WiFi networks and routers



are not allowed to be used. Operating a WiFi without registering it previously with the Koelnmesse or any unauthorized changes or disregarding the WiFi installation parameters predefined by the Koelnmesse can be punished with a penalty for breach of contract of up to €5,000.00. In the event of a repeated violation the Koelnmesse is entitled to forbid the exhibitor from operating a WLAN at his stand and/or to exclude the exhibitor from the event. The use of terminals capable for 5 GHz ("high quality") is strongly recommended. In cases where exhibitors using terminals solely capable for 2.4 GHz frequency range experience a failure of service, no claims for damages may be made against Koelnmesse.

### **13 Stand parties**

Stand parties are approved in accordance with current legislation and must be registered by Koelnmesse. The event may not begin before the official end of the trade fair (Sept 18, 2024 - 6:30 p.m.) and must finish by midnight at the latest. Music is only permitted after 6:30 p.m., and even then the noise level must not exceed 70dB (A). Live performances (e.g. live bands) are not permitted.

### **14 Early clearing of the trade fair stand**

The stand must be occupied and staffed for the entire duration of the event (see Item III, Par. 2 of the General Section of the Conditions of Participation). The dismantling of the trade fair stand may not begin before the end of the event (cf. Item 1.3.2 of these Conditions of Participation). The stand may not be cleared either wholly or in part, nor may products be packed up, before the end of the event. Clearing the stand before the end of DMEXCO constitutes a serious violation of these Conditions of Participation. In every case of such a violation, Koelnmesse has the right to charge a fixed penalty in an amount proportional to the severity of the violation, up to a maximum of €5,000.00 and/or exclude the exhibitor from subsequent events.

### **15 Violations of the conditions of participation and technical guidelines**

In the event of severe violations of the Conditions of Participation, Koelnmesse is entitled to impose a penalty for breach of contract of up to €5,000.00 depending on the severity of the violation and/or to exclude the exhibitor from subsequent events. Claims of all kinds – especially claims for damages – are excluded in this case.

### **16 Requirement for a written document**

All explanations must be specified in writing.

### **17 Severability clause**

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract as a whole shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions.

Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

### **18 General section of the Conditions of Participation, Technical Guidelines**

The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.