



# Conditions of Participation

## Special Section

### 1. Organizer, Event, Venue and Dates, Visitor Admission

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 11, 2019 to Thursday, September 12, 2019.

#### 1.2 Opening times

##### 1.2.1 Exhibitors

Wed., Sept 11	7:30–19:30
Thu., Sept 12	7:30–18:30

##### 1.2.2 Visitors

Wed., Sept 11	9:00–18:30
Thu., Sept 12	9:00–17:30

#### 1.3 Stand Construction and Dismantling

##### 1.3.1 Stand construction

Construction period begins: Sunday, September 08, 2019, 8:00. Construction period ends: Wednesday, September 11, 2019, 7:00. The halls will be open around the clock during the construction period. Work that produces large amounts of dust must cease by 18:00 on Tuesday, September 10, 2019. All of the aisles must be completely cleared by 18:00 on Tuesday, September 10, 2019 so that the carpeting can be laid without any problems. After obtaining prior permission preponed assembly is possible from 8.00 a.m. onwards on Friday, September 06, 2019. Special permission can be obtained for a fee at [exhibitor@dmexco.com](mailto:exhibitor@dmexco.com). Early stand construction must be registered with the Koelnmesse team by Wednesday, August 22, 2019. From Friday, September 06, 2019: €1,600.00 From Saturday, September 07, 2019: €800.00 All construction vehicles are allowed to enter exhibition grounds on the last construction day September 10, 2019 until 17:00. Please note subparagraph 15 of these conditions.

##### 1.3.2 Dismantling

Start: Thursday, Sept 12, 2019 from 17:30 onwards  
 Finish: Friday, Sept 13, 2019 at midnight  
 Dismantling of the exhibition stand and the goods

presentation may not begin before the end of the event at 17:00 on September 12, 2019 (see item 14 of these conditions). Admission for dismantling personnel from: 17:00. Trucks will be permitted to enter from: 19:30. After obtaining prior permission extended dismantling is possible until Saturday, September 14, 2019, midnight. Special permission can be obtained for a fee at [exhibitor@dmexco.com](mailto:exhibitor@dmexco.com). Cost per exhibition space for the extended dismantling period: €800.00. 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 manufacturers and services providers who are entered in the trade register with products and services relating to the theme of the event will be granted permission to exhibit at the DMEXCO. Koelnmesse also requires that proof of the nature of the manufacturer's business or of the activities as the manufacturer's sales company or importer be submitted in appropriate form on demand. Decisions on company admissions, eligible products and the location of exhibitor stands will be made by Koelnmesse. In the event of a rejection, the exhibitor will receive a separate letter. All exhibited products and services must correspond to the focus of the event. Products and services that do not correspond to the list of products and used products may not be exhibited or offered. Companies, who are direct competitors to the Koelnmesse GmbH, are not eligible for participation. This particularly applies for companies that organize trade fairs, exhibitions, congresses and similar events.

#### 2.2 Co-Exhibitors

The participation of co-exhibitors at DMEXCO is possible. A special application and an 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).

#### 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

We will grant an Early Bird discount of €14.00 on the net stand space rental price €289.00/sqm for bookings made by December 15, 2018.

#### 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-storey exhibition stands, the actual allotted area in the upper storey following the technical inspection is calculated at 100% of the price per sqm of floor area, plus 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.

Stand space for own stand construction: €289.00/sqm

Minimum size: 20 sqm

Early Bird price until Dec 15, 2018: €275.00/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.

Stand space with a modular concept stand: €444.00/sqm

Minimum size: 16 sqm

Early Bird price until Dec 15, 2018: €430.00/sqm

##### 3.1.2 Marketing Package

The Marketing Package is a mandatory component of the participation fee. It costs €100.00/sqm and provides the under point 9 listed services.

3.1.3 Further Exhibitor Database and in the online Exhibitor Database. Two exhibitor categories are included in the Marketing Package. Further entries can be ordered for the price of €50.00 each per exhibitor category. The subcategory will be listed together with the respective main category in the online exhibitor database.

#### 3.1.4 Stand Type Fees

Terrace stand:  
€0.00/sqm

Corner stand:  
€10.00/sqm

Two corner stand:  
€15.00/sqm

Island stand:  
€20.00/sqm

#### 3.2 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 Energy Costs

Exhibitors will be charged a proportional flat-rate energy fee of €10.50/sqm of occupied stand area.

##### 3.2.3 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.

##### 3.2.4 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 €800.00 per company will be charged. Each co-exhibitor has to be registered using form 1.20. The co-exhibitor is also granted access to the exhibitor online tool and is thus also given the opportunity to take advantage of all of the functions of the Marketing Package. The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

##### 3.2.5 Fee of Entry of a Brand Name

It is possible to publish the brand name(s) beside the company name online. The brand name is linked to the exhibitor profile. Only brand names can be published if the exhibitor is the owner of the respective trademark



rights. A fee of €800.00 will be charged per brand name entry. For the brand name entry, the exhibitor will receive access to the online tool for exhibitors and will thus have the opportunity to use all the functions of the Marketing Package. The brand name must be registered by using form 1.10. 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 €300.00 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 Prior to Receipt of Acceptance/Stand Area Confirmation

If the application to participate has been sent before September 14, 2018, the exhibitor can withdraw the application to participate before receiving the

acceptance/stand area confirmation within 14 days. If the application is submitted after September 14, 2018, the exhibitor cannot normally withdraw from the contract. The same conditions as to Item 3.3.2 of Conditions of Participation – Special Section apply.

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

The exhibitor cannot normally withdraw from the contract after receiving the admission / stand area confirmation. The organizer can by way of exception agree to release the contract partner from the obligations of the contract if the stand space that is to become available can be otherwise resold. In this case, the organizer has the right to charge a compensation fee amounting to 25% of the full cost of participation, but no less than €2,500.00 without having to provide any documentation to the contract partner. This also applies to any requests for a reduction of the size of the exhibition space. The regulations contained in Item II of the General Section of the Conditions of Participation apply.

#### 3.3.2.1 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.

## 4. Stand Sizes and Construction

### 4.1 Stand Size

The minimum stand size for modular concept stands is 16 sqm and the minimum size for own stand constructions is 20 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.

This fee does not include stand construction.



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

#### 4.2 Responsibility

The construction, design and operation of the stand must adhere to all regulations that are valid in Germany (including the regulations of the Sonderbauverordnung, the Arbeitsschutzgesetz (industrial safety law), the industrial safety regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators, and sign writers and to all persons, in as far as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction, dismantling, design and operation of the stand. The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction personnel and other persons working on their behalf 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 up to a maximum height of 7 m 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 6 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 m on the closed borders of the stand to neighbouring stands, a boundary zone

of 2 m is to be maintained or the written consent of the neighbouring stand has to be presented to the 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-storey 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. Against this background, a maximum of only 30% of each open stand perimeters are allowed to be covered with closed wall elements. Any closed wall elements that exceed the permitted limit have to be positioned at least 2.00 m 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 m high at the closed boundaries of the stand and for laying a floor covering. 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

Once the permit/stand space confirmation has been issued, the exhibitor will receive the access data for Koelnmesse Service Portal (KSP) from Koelnmesse. In the KSP the exhibitor will be able to directly order the different services rendered online such as electricity, water, suspension points, etc. In case of further queries, please do not hesitate to contact the KSP Team on +49-221-821-3666.

## 7. Exhibitor and Work 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:

- Four passes for a stand up to and including 16 sqm in size,
- Five passes for a stand up to and including 20 sqm in size,
- Three passes for each additional 10 sqm or part thereof,
- For each co-exhibitor two passes free of charge

The vouchers for the passes are sent via E-Mail and can be swapped for an exhibitor pass in the Exhibitor Portal. Additional vouchers for exhibitor passes for

stand personnel can be requested from Koelnmesse with costs. Details can be found on the corresponding order form.

### 7.2 Voucher Codes for Visitor Tickets

A limited number of voucher codes for visitor tickets can be ordered from €83.19 exclusive VAT on in the Exhibitor Portal. After the DMEXCO exhibitors will receive an invoice in the amount of the renamed voucher codes.

### 7.3 Transmissibility

Exhibitor passes are for specific individuals and are non-transferable. 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, in accordance with Item VI of the General Section of the Conditions of Participation.

### 7.4 Return of Vouchers and Passes

Unused vouchers and passes cannot be returned to Koelnmesse.

## 8. Rules on Selling

In view of the specialist nature of the event, direct sales of exhibits or samples from the booths are not permitted. Furthermore, exhibits may not carry a price tag. 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. Marketing services (Marketing Package)

### 9.1 Scope of obligatory marketing services

Koelnmesse issues official trade fair media to accompany the events it hosts.

Participation in the visitor invitation management process:

- Access to the online visitor database (contacts of the forwardable visitor data)

Use the exhibitor online tool per login:

- Entry in the exhibitor catalog (online)
- Exhibitor catalog online incl. posting news items for visitors and press
- Personalized registration of exhibiting staff
- Online ordering of technical services such as power connections, suspension points, etc.



Support in the form of the targeted communication measures of the DMEXCO:

- Entry in the hall plan with the company's name and stand number
- Marketing/advertising: National and international positioning of the DMEXCO as the world's leading industry event
- Provision of free online advertising material for the company's own visitor promotion
- Provision of press contacts via the DMEXCO PR agency (on request!)- Addressing potential industry and marketing decision-makers
- Event PR

## 9.2 Costs for the obligatory marketing services (Marketing Package)

Use of the marketing services listed under Item 9.1 is mandatory for all represented companies, co-exhibitors and other represented companies and costs 100,00€/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. The exhibitor is obliged to delete the personal data that it has received as a result of lead tracking in individual cases 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 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

Official fair media are published by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany, which in turn shall be entitled to commission another company with concrete execution and with advertisements.

The advertiser shall be responsible for the content of advertisements and entries, and for any damages resulting therefrom. Koelnmesse does not accept responsibility for printing errors, incorrect placement, errors and omissions or faulty printing. Koelnmesse GmbH is not liable for damage to property and persons caused by the use of the AddLeads 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 AddLeads app for the lead tracking service at their own risk. Although Koelnmesse strives to provide correct information, it does not guarantee the currentness, accuracy and completeness of the supplied information nor is it liable for such. Koelnmesse does not bear any responsibility for the service's technological availability. Warranty or damage claims of all kinds are excluded if the technology breaks down or malfunctions in some other way. 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 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.

## 12. WiFi Operation

By booking internet connection in the Koelnmesse-Service-Portal 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

Koelnmesse has to be informed in advance about stand parties. The event is not allowed to begin before the show officially ends (18:30) and has to finish and the stand has to be vacated by 20:30 at the latest. Musical performances are not allowed before 18:30 and the noise level must not exceed 70 dB(A). A violation can be punished with a penalty for breach of contract of up to €5,000.00. Moreover, Koelnmesse reserves itself the right to exclude the exhibitor from the next event in the case of a repeated violation.

## 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 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.

Status: June, 2017