ZUKUNFT PERSONAL® NORD 20.–21.04.2027

Legal Name:

Highlight Topic:
☐Recruiting & Attraction ☐Organisational Performance
☐Learning & Development ☐Corporate Health

Invoicing Information:
Street:
City:
State/County:
Post/Zip Code:
Country:
VAT/Tax Number:
PO Number:

Exhibitor/Sponsor Company Information:
Display Name:
Switchboard Tel:
E-mail:
WWW:
Street:
City:
State/County:
Post/Zip Code:
Country:

Exhibitor/Sponsor Administration Contact:
Name:
Direct Dial Tel:
E-mail:

We agree to abide by the Terms & Conditions of the **Zukunft Personal Nord** as detailed overleaf, and any amendments which may be imposed by the Organiser or the Management of the premises as a condition of this agreement.
I hereby warrant that I am duly authorised to execute this binding contract on behalf of the Exhibitor/sponsor named above and confirm reading terms overleaf.

Bank Account:	CloserStill Media Germany GmbH
Sort code:	59190000
Account No:	0091420007
Swift Bic:	SABADE5SXXX
IBAN:	DE77591900000091420007

Name in CAPITALS:

Position in Exhibitor/Sponsor's Company:

Signee Email:

Signed for Exhibitor/Sponsor:	Date:

Presentation Order Form

Upon written acceptance by **CloserStill Media Germany GmbH** of this Contract of Participation, a contract will exist between the Exhibitor/Sponsor and the Organisers.

*Each exhibitor may book only **one** presentation **or one** HR Hack Lab.
Sponsorship packages can be booked as an add-on or as standalone options.

Presentation*	1.590,00 €	☐
HR Hack Lab*	2.390,00 €	☐
Deep Dives	1.590,00 €	☐
Stage Sponsorship	12.000,00 €	☐
Keynote Sponsorship	8.290,00 €	☐
Active Experience Area	549,00 €	☐
Cost of Sponsorship: (Excluding VAT)		**€**

Payment terms are as follows: 100% to be invoiced on allotment, payable within 30 days. If applicable, Registration Fee, Inspection fee, and Exhibitor Indemnity Fee to be invoiced 100% on allotment.

Account Manager Name:

Event Contact: **Sandra Reis**

E-mail: **s.reis@messe.org**

Date:	Signed on behalf of Organiser:

Presentation	• 25 minutes of presentation time on one of the Solution Stages, including opening and closing moderation; including leads** • Slot allocation on a first come, first served basis; off-peak time slots may be assigned • Flexible format: panel discussion, solo presentation or two-person interview
HR Hack Lab	• 60-minute workshop: an interactive programme contribution in which participants work together in groups on a shared topic, including opening and closing moderation; including leads**
Deep Dives	• 60-minute deep dive focused on interactive exchange; including leads** • Promoted by Zukunft Personal • Small group format: up to 10 seats available for advance booking. If oversubscribed, allocation is on a first come, first served basis; off-peak time slots may be assigned • Topic selected by the exhibitor • Advance reservations by visitors via the ZP ticket shop
Stage Sponsorship	• 25 minutes of presentation time on the sponsored stage, including opening and closing moderation; including leads** • Prime time during the period with the highest visitor numbers • Comprehensive communications package • Logo placement on the scrolling banner of the trade fair homepage, the Sponsorship Wall, the hall plan and at the sponsored stage
Keynote Sponsorship	• 60-minute premium appearance on the largest stage, including opening and closing moderation; including leads** • Prime time during the period with the highest visitor numbers • Coordination with the high-profile speaker required
Active Experience Area **(Only for Start-up & Corporate Health)**	• 15-minute appearance in the Active Experience Area • Slot allocation on a first come, first served basis; off-peak time slots may be assigned • Format: » For Corporate Health providers — also bookable in addition to other presentation opportunities: engaging short formats featuring movement, interaction and hands-on experiences » For start-ups: start-up pitches. The requirement to deliver an interactive programme contribution does not apply to start-ups. By booking a 15-minute presentation, start-ups can participate in the curated programme free of charge and gain additional visibility.

Presentation slots are allocated on a **first come, first served** basis. All information is subject to change. A specific slot cannot be guaranteed and is subject to confirmation by CloserStill Media Germany GmbH.
****Leads:** Leads are scanned onsite by event staff and sent within 10 working days after the end of the trade fair. Leads include: salutation, first name, last name, company, position within the company and email address. Telephone numbers are not provided.

TERMS AND CONDITIONS FOR PARTICIPATION IN OR SPONSORSHIP AT Zukunft Personal Nord

Part A- Stand terms

1.Components of the Contract of Participation and amendments thereto

1.1. The General Trade Fair and Exhibition Conditions of ´FAMA Fachverband Messen und Ausstellungen e.V.´(FAMA Professional Trade Fair and Exhibition Association) ('aMAB', available www.zukunft-personal.com/en/) shall apply to the Contract of Participation and to the entire legal relationship between CloserStill Media Germany GmbH as the Organiser("Organiser") of "Zukunft Personal Nord 2027" ("event") and the respective Exhibitor ("Exhibitor") insofar as nothing is agreed to the contrary in these Special Trade Fair and Exhibition Conditions ("bMAB") or in the Contract of Participation for the event.

1.2. The Exhibitor undertakes to comply with the event-specific requirements of the Organiser, particularly the requirements set out in the "Ausstellerportal" (Exhibitor Portal), the Organiser's technical guidelines, and the general terms and conditions of the exhibition venue, all of which are available online at www.zukunft-personal.com/en as well as all relevant standards.

1.3. In derogation of Section 2.1 and Section 3.1 of the aMAB, the conclusion of the Contract of Participation ("registration") must be made electronically or in writing if it is to acquire legal force. Amendments to the Contract of Participation and (in derogation of Section 1.3 of the aMAB) any agreements contrary to the aMAB and/or the bMAB must be made in writing or electronically if they are to acquire legal force. The general terms and conditions of the Exhibitor shall not apply unless the Organiser has explicitly agreed to their applicability either in writing or electronically. Declarations made by the Exhibitor to the Organiser must also be made either in writing or electronically.

2. Event-specific information

2.1 This Part A applies where the "Stand" section of the Contract of Participation to which these terms and conditions is attached has been completed in all material respects and for any subsequent stand related amends agreed in writing between the two parties.

2.2 In this Agreement, (and as defined in Part C below), the following expressions shall have the following meanings:

"Organiser" means CloserStill Media Germany GmbH
Theodor-Heuss-Anlage 2, 3 D-68165 Mannheim, Germany
Phone: +49 621 533976-00
Email: info@messe.org

"Venue" means Hamburg Messe und CongressGmbH, Messeplatz 1, D-20357 Hamburg

"Event schedule" means Zukunft Personal Nord 2027: 20 – 21 April 2027 (20 April: 9:00 am – 05:30 pm / 21 April: 9:00 am – 05:00 pm)

Set-up:

- 18 April 2027 (08:00 am – 10:00 pm)
- 19 April 2027 (08:00 am – 08:00 pm)

Dismantling:

- 21 April 2027 (6:00 p.m. – 10:00 p.m.)
- 22 April 2027 (8:00 a.m. – 6:00 p.m.)

The specific set-up and dismantling times – as well as any changes there to – can be found on the Exhibitor portal

"Exhibitor" means the person or company who has contracted for a stand or stands at the Event as identified on the Contract of Participation;

"Exhibitor Marks" means the trademarks of the Exhibitor;

"Inspection Fees" means the fees for inspection of Space only stands as set out on the Contract of Participation;

" Exhibitor Indemnity Fee" means the fee for an Exhibitor indemnity to ensure compliance with Clause 5 of these term & conditions;

"Contract of Participation" means the form covering these terms and conditions under which bookings for stands, space or sponsorship are made;

"ZP Marketing Package" means the fee for registration which includes marketing services as set out on the Contract of Participation. There are three different packages (Basic, advanced and premium) available;

"Stand Cost" means the cost of the stand as detailed on the Contract of Participation; and

2.3 The Exhibitor shall comply with all applicable laws, regulations, and codes of practice, including, without limitation, any Local Authority and Venue regulations.

2.4. The Organiser provides the Exhibitor with the services agreed in the Contract of Participation.

2.5. The Exhibitor pays the Organiser the fee that has been agreed in the Contract of Participation.

3. Conclusion of a Contract Through Registration and Acceptance

3.1. Offers made by the Organiser are non-binding and subject to change unless the Organiser explicitly declares otherwise in writing.

3.2. The Exhibitor must register using the Contract of Participation provided by the Organiser, and in derogation of Section 2.1 of the aMAB this must be done in writing or electronically. The registration represents the Exhibitor's offer to conclude a Contract of Participation. The registration deadline is 27th February 2027.

3.3. In derogation of Section 3.1 of the aMAB, the Contract of Participation comes into force when the Organiser informs the Exhibitor that they have been accepted as an Exhibitor at the event ("acceptance"). The acceptance must be issued in writing or electronically.

3.4. The Organiser is entitled to accept registrations that are received after the deadline.

3.5. The Exhibitor must submit the documents for the catalogue entry by the registration deadline. The Exhibitor forfeits their entitlement to appear in print media if the Organiser receives the documents following the close of the registration period. This does not result in any reduction in the fee that is due.

4. Terms of payment

4.1. All prices shown are net and do not include any statutory VAT that may be applicable.

4.2. Following acceptance, the Organiser invoices the Exhibitor for the agreed fee. Usage-based charges will be invoiced after the event has concluded.

4.3. 50% of the fee must be paid within 30 days of the receipt of the invoice; the remaining 50% must be paid by no later than six months before the start of the event. All other fees must be paid in full by no later than 30 days after the receipt of the invoice. Should the time between acceptance and the start of the event be less than four months, the fee must be paid in full by no later than 30 days of the receipt of the invoice; payment must in any case occur before the start of the event.

4.4. The Exhibitor is only entitled to offset fees, or exercise a right of retention, insofar as their claim has been confirmed in a court of law.

4.5. Insofar as the Organiser grants the Exhibitor a discount on the applicable list prices, this discount shall be rendered void if the Exhibitor violates their obligation to operate, or if they are in default with their payment; in such cases the full amount of the applicable list prices shall be deemed to have been agreed.

5. Insurance

5.1 It is a condition of this Agreement that Exhibitors arrange adequate insurance to protect themselves and others attending the Event. The minimum limit of Public Liability cover expected is EUR 2 million for each occurrence. To provide the Exhibitor with this level of cover and further additional covers, the Organiser has arranged for Exhibitors to be covered under an indemnity as part of its insurance policy for the Exhibitor Indemnity Fee. An "Evidence of Cover as an Exhibitor document", summarising the cover provided, will be issued by email when payment of the Exhibitor Indemnity Fee is made with the Exhibitor's invoice. Please note that payment of the Exhibitor Indemnity Fee must be made before the event commences otherwise the Exhibitor shall be prohibited from entering the Venue. Standard limits are:

Coverage Headings	Standard Maximum Amounts	Brief Summary of Coverage
Exhibitor Costs	EUR 20,000	Irrecoverable costs due to cancellation, termination, reduction, postponement, or relocation to another venue; inability to open the stand/area or maintain it due to damage to the Exhibitor or event venue; delay in transportation of exhibits or personnel/representatives; failure of the event venue to be available for the scheduled time. Additionally, costs incurred to prevent or minimize an insured event, provided these arise for reasons beyond the Exhibitor´s control and that of the event organizer.
Exhibitor Property	EUR 20,000	Physical loss or damage to property that the Exhibitor is responsible for, including exhibits, stands, displays, equipment, furniture, office supplies, and promotional material used for the purposes of exhibiting at the event venue. The Exhibitor is responsible for the first GBP 50 of each claim.
Exhibitor Liability	EUR 2,000,000 Any one occurrence	Each individual event of legal liability for payment of compensation, legal costs, and expenses arising from bodily injury or death of a third party and/or damage to third-party property at the event venue. The Exhibitor is responsible for the first GBP 250 of each claim for third-party property damage.

5.2 If the Exhibitor believes the Exhibitor already has adequate Public Liability cover in place the Exhibitor will receive email instructions as to how this can be uploaded onto James Hallam Ltd's portal. This will then be reviewed by James Hallam Ltd, who are a specialist insurance broker and who administer the Organiser's insurance arrangements. This should be uploaded at least 30 days prior to the Event opening. If for any reason the Exhibitor's Public Liability cover is deemed inadequate by James Hallam Ltd then they will inform the Exhibitor why this is the case and what the Exhibitor needs to do to satisfy the Organiser's condition regarding insurance. If the Exhibitor disagrees with James Hallam Ltd.'s decision the Exhibitor will be allowed to make use of James Hallam Ltd's complaints procedure.

5.3 Please do not send any insurance documentation to the Organiser. A full specimen indemnity wording, showing the terms, conditions and exceptions of the cover is available from James Hallam Ltd. We strongly recommend the Exhibitor reads the wording as some exclusions apply. This service is provided on a non-advised basis and the Exhibitor should make sure that the minimum limits are sufficient for the Exhibitor's needs.

5.4 The Organiser accepts no liability in contract, tort, negligence, statutory duty or otherwise (to the maximum extent permitted by applicable law) arising out of the use of, quality, fitness for purpose or access to or provision of the Indemnity. The Organiser has no responsibility to the Exhibitor for, and hereby disclaims all liability arising from, the acts or omissions of James Hallam Ltd or any third parties required to provide the insurance policy and related services hereunder.

5.5 The Organiser requires Exhibitors to have adequate Public Liability insurance cover when they exhibit at its events. This is incidental to the services the Organiser provides as the event Organiser.

6. Stand allocation

6.1. The minimum stand area is 9 m² (both without a stand construction system and with a stand construction system). Stand areas located in special sections (e. g. "Startup Village") may deviate from this rule and require a special agreement between the event Organiser and the Exhibitor.

6.2. The Organiser will assign the Exhibitor an area within the sections (including special sections) that the Organiser has designated for the exhibition area specified by the Exhibitor.

6.3. The Organiser reserves the right to change the floor plan and the event specifications at any time if they believe this is necessary and in the best interests of the event, as long as these modifications do not significantly change the character of the event. The Organiser reserves the right to make appropriate changes to the size or position of the stand area assigned to the Exhibitor within the sections that the Organiser has designated for the exhibition area if compelling organisational reasons make this necessary and the Exhibitor's interests can be appropriately accounted for. The Organiser will inform the Exhibitor of these changes without delay. Any increase in the stand area and/or improvement of the stand type will not impact the fees agreed in the Contract of Participation.

7. Stand construction and equipment, inspection fees

7.1. The Organiser does not generally place walls around the stand area rented by the Exhibitor. The Exhibitor undertakes to place partition walls around the borders of their stand should it be directly adjacent to a different stand area or if it borders on the end of the event area or exhibition hall. The Exhibitor must obtain these partitions themselves, for example from one of the Organiser's stand construction partners. Please consult the Organiser's technical guidelines for the details.

7.2. The Exhibitor can rent a stand construction system ("Budget" or "Comfort") from the Organiser at the conditions specified in the Contract of Participation –subject to the availability of the option selected.

7.3. The Exhibitor's stand must comply with the Organiser's technical specifications (available online at www.zukunft-personal.com/en/exhibitorinfo-zpn/).

7.4. The Exhibitor may not open the stand until they have received the approval of the Organiser. Before the event starts, the Organiser inspects the stand to determine whether it is in compliance with the Organiser's technical specifications ("inspection"). The Organiser approves the stand if it meets these specifications. The Exhibitor will be charged an inspection fee in the amount of EUR 89.00 for this inspection. If the stand is not in compliance with these specifications, the Exhibitor must undertake the measures necessary to rectify this without delay. The stand will then be inspected once again. The Exhibitor is not charged an inspection fee if they rent a stand construction system from the Organiser.

8. Exhibitor's obligations; obligation to operate

8.1. The Exhibitor undertakes to comply with the setup and dismantling times set out in Section 2.3 of these bMAB.

8.2. The Exhibitor undertakes to occupy the entire stand area they have booked and to actively operate their stand during the opening hours of the event at a minimum.

8.3. In the event that the Exhibitor has still not occupied their assigned stand or stand area by the time the event begins, the Exhibitor reserves the right to proceed as they see fit. This is without prejudice to Section 11.1 of the aMAB.

8.4. The stand may not be dismantled before the dismantling period specified in Section 2.3 of these bMAB unless an agreement has been reached. In the event that the stand is culpably dismantled before this time without the written approval of the Organiser, the Organiser shall be entitled to demand payment of an appropriate contractual penalty according to the point in time at which the stand was dismantled. This is without prejudice to further claims for damages by the Organiser.

8.5. If the Exhibitor intends to set up a presentation stage / presentation area within the stand area, they must register this intention, as well as the persons who will be speaking, in good time and receive the Organiser's- consent. The Organiser's written consent is sufficient. Speakers who are neither representatives of the Exhibitor nor persons who deal with personnel topics solely for research purposes are considered to be sub-Exhibitors as specified under the terms of Section 9 of these bMAB.

9. Sub-Exhibitors

9.1. "Sub-Exhibitors" are all companies that exhibit or appear ("appearance") with their own personnel and/or own products (particularly goods and services) at the stand booked by the Exhibitor; this is also the case if they have close financial or organisational ties to the Exhibitor.

9.2. The appearance of each sub-Exhibitor requires the prior written consent of the Organiser. The Exhibitor must apply to the Organiser for the acceptance of the appearance of a sub-Exhibitor by submitting a completed Contract of Participation for sub-Exhibitors (available online at https://www.zukunft-personal.com/en/). It is possible to cancel the appearance of a sub-Exhibitor without charge up until the time at which the catalogue entry is published on the website https://www.zukunft-personal.com/en/. The application, the completed Contract of Participation for sub-Exhibitors, and any cancellation of their appearance/registration must be made either in writing or electronically.

9.3. The appearance of Sub-Exhibitors is subject to a fee in the amount of EUR 1.649,00 net ("Sub-Exhibitor fee") that must be paid for each Sub-Exhibitor. The Exhibitor and their Sub-Exhibitors are jointly and severally liable for the fees. The agreement for the appearance of a Sub-Exhibitor includes the individual services continued in the Contract of Participation under Section 3 "Sub-Exhibitor fees".

9.4. The Exhibitor undertakes to ensure that the sub-Exhibitor complies with the bMAB and all relevant requirements to which the bMAB refer. The Exhibitor can be held liable for the acts of the Sub-Exhibitor.

9.5. The appearance and the marketing, advertising or promotion of companies who are not appearing as Exhibitors or Sub-Exhibitors is prohibited.

10. Liability

10.1. In derogation of Sections 16.1 to 16.4 of the aMAB, the Organiser's liability is defined according to the following provisions; Section 15.1 of the aMAB remains unaffected:

10.2. The Organiser shall not be liable for services for which their sole involvement is as an intermediary.

10.3. The Organiser shall be liable without limitation in cases of intent or gross negligence.

10.4. The Organiser shall also be liable for minor breaches of its essential contractual obligations (cardinal obligations). Cardinal obligations are duties whose fulfilment is essential to the ability to execute the contract and on whose fulfilment the contracting party should regularly be able to rely and trust. In this case, the Organiser's liability for damages shall be limited to the typical foreseeable damages.

10.5. In cases covered by Section 10.4, the typical foreseeable damages generally do not exceed the fees to be paid by the Exhibitor. Liability for consequential damages is excluded.

10.6. In the event of the assumption of a guarantee, in cases of fraud, in the event of death or personal injury, and in the case of compulsory statutory liability regulations such as under the compulsory liability under the German Product Liability Act (ProdHaftG), the Organiser shall be liable in accordance with statutory provisions.

10.7. In all other cases, liability on the part of the Organiser shall be excluded.

10.8. The above liability provisions also apply for non-contractual claims against the Organiser, its various bodies, legal representatives, employees and other personnel.

10.9. The Exhibitor shall be liable to the Organiser in accordance with statutory provisions insofar as there are no provisions to the contrary in these bMAB or in the aMAB.

10.10. The Exhibitor shall indemnify the Organiser against third-party claims against the Organiser arising from the culpable breach of the Exhibitor's duties; the Exhibitor undertakes to reimburse the Organiser for the costs entailed by defending such claims.

11. Termination of the Contractual Relationship

11.1. The Exhibitor is entitled to terminate the Contract of Participation up to six months before the start of the event by paying 50% of the total costs (i. e. all costs except for the insurance premium). This termination must be made in writing.

11.2. The Exhibitor is not otherwise entitled to terminate or cancel the Contract of Participation. In the event that the participant is unable to take part in the event due to a reason for which they themselves are accountable, the Exhibitor remains obligated to pay the agreed fees in full. The Organiser shall reimburse the Exhibitor for any expenses saved and any benefits obtained from re-letting or otherwise using the stand area. As a rule, the Organiser does not save any expenses after the date specified in Section 11.1.

11.3 The Organiser may at any time, at its sole discretion, cancel, postpone, or move the Event to another venue. The Organiser will notify the Exhibitor as soon as possible if the Event is cancelled, postponed, or moved to another venue. Except where such cancellation is due to a Force Majeure Event, if the Event is cancelled, the Organiser will repay to the Exhibitor (without interest) any fees (but not Exhibitor Indemnity Fee charges) paid by the Exhibitor to the Organiser and the booking will be cancelled. If the Event is postponed or moved to another venue, this Agreement will remain in force for the new dates.

11.3. In addition to the reasons specified in the aMAB and to reasons arising from statutory law, the Organiser is entitled to terminate the Contract of Participation without notice in the following cases:

- If any invoice issued to the Exhibitor is not paid by the due date;
- If the Exhibitor becomes insolvent, unable to pay its debts, applies for the opening of insolvency proceedings, proposes or enters into any composition, voluntary arrangement or arrangement with creditors, or if a receiver, administrator, manager or similar officer is appointed over all or part of its business or assets;

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- If a petition is filed, an order made or a resolution passed for the winding up or dissolution of the Exhibitor, except for the purpose of a bona fide merger or reconstruction;
- If the Exhibitor ceases or threatens to cease to carry on business or claims the benefit of any statutory moratorium;
- If the Exhibitor is an individual and dies, becomes bankrupt, or suffers any incapacity preventing effective participation in the Event;
- If an application for insolvency proceedings has been filed in respect of the Exhibitor's assets; the Exhibitor must inform the Organiser of this without delay.
- If less than 50% of the event area allocated to Exhibitors has not been booked by the registration deadline;
- If the Exhibitor breaches their obligation to operate.

11.3.1 In the cases listed above, the full price for the booked stand shall immediately become due and payable. The Organiser shall have the right, at its discretion, to cancel, suspend, or continue any contract with the Exhibitor in relation to the Event, without prejudice to the Organiser's right to recover any loss or damages incurred.
11.3.2 If the termination is based on a breach of contractual obligations by the Exhibitor, termination shall generally only be permissible after expiry of an appropriate grace period or after issuance of a warning, unless statutory law does not require such grace period or warning.
11.4 With the exception of any refund of any Fees with clause 11.2 above, the Organiser shall have no liability in contract, tort or otherwise to the Exhibitor howsoever arising out of or in respect of any cancellation or postponement of the Event or of it being moved to a new venue

12. Audio and video recordings
The Exhibitor hereby gives their consent to the publication of images of individual exhibits in accordance with Section 17.3 of the aMAB. Information on photographs and the rights thereto pursuant to Article 13 of the General Data Protection Regulation (GDPR) is available online at www.zukunft-personal.com/de/fotorechte/.

13. Radio frequencies
13.1. Due to the fact that WiFi networks could interfere with the operations of other Exhibitors if their configuration is not controlled, the Organiser's rules for the use of Exhibitors' own radio frequencies (available on the Exhibitor Portal) must be complied with.
13.2. If the Exhibitor wishes to use their own radio frequencies, before activating these they must submit an application to the Organiser(in writing or electronically) to register this and receive written approval from the Organiser.
13.3. In the event that an unregistered Exhibitor-operated WiFi network disrupts other networks or Koelnmesse's own WiFi network, Koelnmesse shall be entitled to demand that the Exhibitor adjust the parameters thereof; if the disruption continues, Koelnmesse may demand that the WiFi network be deactivated. In the event that the aforementioned requirements are not observed, the Exhibitor's entire data line may be temporarily or permanently switched off. The Exhibitor will be invoiced for the cost of this measure.

14. Miscellaneous
14.1 All claims or complaints related to the event, the organisation and the presentation of the event (including the venue) must be presented to the organiser in writing within the limitation period of two weeks after the end of the event. Claims by the exhibitor against the organiser shall be time-barred six months after the end of the month in which the final day of the event falls. Notwithstanding this provision, claims by the exhibitor pursuant to Section 10.3 and Section 10.6 shall be time-barred in accordance with statutory provisions.
14.2. Should individual provisions of these "Special Trade Fair and Exhibition Conditions" (bMAB) be or become invalid, the validity of the remaining provisions shall not be affected. In such a case, both parties to the agreement undertake to replace any invalid provision with a valid provision that most closely achieves the commercial purpose intended by the invalid provision. This shall also apply in the event of a gap in the provisions.
14.3. The law of the Federal Republic of Germany shall apply exclusively to these bMAB and to all legal relations between the organiser and the exhibitor, to the exclusion of the provisions of international private law. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
14.4. Insofar as the exhibitor is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the place of jurisdiction (including internationally) for all disputes arising either directly or indirectly out of or in relation to this contractual relationship shall be Mannheim, Germany. This shall also apply if the exhibitor is an entrepreneur according to Section 14 of the German Civil Code (BGB). However, the organiser is entitled to proceed against the exhibitor at their place of general jurisdiction or at any other permissible place of jurisdiction.
14.5. These "Special Trade Fair and Exhibition Conditions" (bMAB) have been compiled in German and translated into other languages. In the case of any doubt or of a deviation between the German version and the foreign language version, the German version shall be definitive for both parties to the contract.

Part B- Sponsorship Terms
15. GENERAL
15.1 This Part B applies where the "Sponsorship" section of the Contract of Participation to which these terms and conditions is attached has been completed in all material respects and for any subsequent amends involving Sponsorship agreed in writing between the two parties.
15.2 The Sponsor has agreed to sponsor, and the Organiser wishes to accept such sponsorship, of the Event on the terms and conditions set out in this Agreement.
15.3 The Organiser is willing to grant to the Sponsor the various sponsorship and other rights as set out in this Agreement
15.4 In this Agreement (as defined in Part C below) the following words shall have the following meanings:
"Event Marks" means the marks, logos and any other symbols the Organiser shall use to identify the Event which are the intellectual property rights of either the Organiser which are used (in accordance with this Agreement) by the Sponsor for the purposes required under the terms of this Agreement;
"Materials" means all banners, advertisements, posters, publications programmes, brochures, press releases, and other promotional materials associated with the Event whether printed or digital and on the Event website;
"Right" means the sponsorship rights granted to the Sponsor for the Event as set out in this Agreement;
"Sponsor" means the person or company who has contracted to sponsor the Event as identified on the Contract of Participation;
"Sponsor Marks" means the marks and logos which are the intellectual property rights of the Sponsor and which are used (in accordance with this Agreement) by the Organiser for the purposes required under the terms of this Agreement;
"Sponsorship Fee" means the sums payable by the Sponsor to the Organiser as set out in this Agreement (in the "Sponsorship" section of the Contract of Participation) . For the avoidance of doubt such sums shall be exclusive of Value Added Tax;
"Business Day" means any day which is not a Saturday, a Sunday or a bank or public holiday in Germany;
"Term" has the meaning as defined in clause 16 below

16. Term
This Agreement shall remain in force for a period commencing on the date hereof and ending at midnight of the last day of the Event ("the Term").

17. Payment Terms
In return for the granting of rights, the Sponsor agrees to pay 50% of the Sponsorship Fee stated in the Contract of Participation form within 30 days of the receipt of the invoice; the remaining 50% must be paid by no later than six months before the start of the event. Should the time between acceptance and the start of the event be less than four months, the fee must be paid in full by no later than 30 days of the receipt of the invoice; payment must in any case occur before the start of the event.

18. Grant of Rights
In consideration of the Sponsorship Fee and the proper performance by the Sponsor of the Sponsor's Obligations set out in clause 19 below and the observance of the Sponsor's warranties hereunder the Organiser hereby grants to the Sponsor the Rights for the duration of the Term.

19. Sponsorship Obligations
19.1 In consideration of the grant of Rights the Sponsor hereby agrees:-
19.1.1 to pay the Sponsorship Fee in the amounts and on the dates set out in the Agreement; and
19.1.2 to exercise the Rights at Sponsor's sole cost and adhere to and procure that Sponsor's staff adhere to any and all of the Organiser's reasonable instructions in relation to the exercise of the Rights;

20. Organisers Obligations
20.1 In consideration of the timely and proper performance of Sponsor's obligations herein Organiser hereby agrees:-
20.1.1 to deliver or procure the delivery of the Rights to the Sponsor;
20.1.2 to use its reasonable endeavours to procure that the Event is conducted in a first class professional manner;
20.1.3 to uphold the Sponsor's good name, image and reputation; and
20.1.4 to comply with all legislation and regulations at the Venue.

21. Intellectual Property Rights
21.1 All intellectual property rights in the Sponsor's Marks shall be the Sponsor's sole and exclusive property together with any goodwill and the Organiser shall not acquire any rights in the Sponsor's Marks.
21.2 All intellectual property rights in the Event Marks shall be the sole and exclusive property of the Organiser together with any goodwill and the Sponsor shall not acquire any rights in the Event Marks.

22. Mutual indemnity
The Sponsor and the Organiser mutually undertake to indemnify each other against all liabilities claims demands actions costs damages or loss arising out of any breach by either of them of any of the terms of this agreement in Part B PROVIDED THAT the same is the subject of an adverse judgment of a court of competent jurisdiction or settled with the others prior written consent (not to be unreasonably withheld or delayed).

23. Cancellation by Sponsor
23.1 The Sponsor may cancel agreement by Notice to the Organiser. In the event of cancellation by the Sponsor, the total amount payable as set out in the Contract of Participation is immediately payable.
23.2 The parties hereby agree that the above constitutes a genuine and reasonable estimate of the loss which the Organiser would incur on cancellation of the order by the Sponsor.

24. Cancellation by Organiser
24.1 The Organiser may terminate this agreement or suspend its performance of all or any of its obligations immediately and without liability for compensation if the Sponsor fails to comply with any of its obligations under this agreement.
24.2 The Organiser may at any time, at its sole discretion, cancel or postpone the Event. The Organiser will notify the Sponsor as soon as possible if the Event is cancelled or postponed. Except where such cancellation is due to a Force Majeure Event (as defined in clause 25), if the Event is cancelled, the Organiser will repay to the Exhibitor (without interest) any Fees paid by the Sponsor to the Organiser and the booking will be cancelled. If the Event is postponed this Agreement will remain in force for the new dates.

25. Force Majeure
Should the Event be cancelled, moved, curtailed or adversely affected by any cause not within the reasonable control of the Organiser including but not limited to war, fire, national emergency, labour dispute, breakdown of plant or machinery, strike, lockout, civil disturbance, Act of God, pandemic, epidemic or non-availability of the Venue or any other cause or circumstance outside the reasonable control of the Organiser, the Organiser shall be under no obligation to refund amounts already paid under this Agreement and shall be under no liability to the Sponsor or Exhibitor or any other person in respect of any actions, proceedings, claims, demands, losses (including consequential losses) costs or expenses whatsoever which may be brought against or suffered or incurred by the same as the result thereof.

26. Warranties
26.1 The Sponsor hereby warrants and undertakes to the Organiser that the Sponsor is the sole unencumbered owner of or controller of all intellectual property rights and any other rights in the Sponsor's Marks and that the use by the Organiser of the Sponsor's Marks in accordance with the terms of this Agreement will not infringe any third party rights and will not expose the Organiser to any criminal or civil proceedings and the Sponsor agrees to indemnify the Organiser from any claim inconsistent herewith in accordance with clause 29.2 hereof.
26.2 The Organiser hereby warrants and undertakes to the Sponsor that the Organiser controls the intellectual property rights in the Event Marks and that any use of the Event Marks by the Sponsor (if so authorised in the Rights granted herein) (and where the Event Logo is used by the Sponsor in accordance with the Organiser's instructions) shall not infringe any third party rights and will not expose the Sponsor to any criminal or civil proceedings.

Part C- Mutual Terms
27. GENERAL
27.1 This Part C applies where the "Stand" and/or "Sponsorship" sections of the Contract of Participation to which these terms and conditions is attached has been completed in all material respects.
27.2 In this Agreement, the following expressions shall have the following meanings:
"Event" means the Event shown on the Contract of Participation
"Event Dates" means 20/04/2027 - 21/04/2027 and "Organiser " means CloserStill Media Germany GmbH Registration Number Amtsgericht Mannheim HRB 723440;
"Venue" means Hamburg Messe und CongressGmbH, Messeplatz 1, D-20357 Hamburg for the Event
"Grand Total" means the Stand Cost, Sponsorship cost and any other fees payable by the Exhibitor/Sponsor excluding any applicable VAT.
27.3 These terms and conditions shall apply to all arrangements between the Exhibitor and/or Sponsor and the Organiser relating to the Event.
27.4 No terms and conditions stipulated by the Sponsor/ Exhibitor shall apply to this Agreement or the relations between the Exhibitor and/or Sponsor and the Organiser unless expressly agreed by the Organiser in writing and stated to be a variation to this Agreement.

28. Cancellation of Booking by Organiser
The Organiser reserves the right to cancel any Exhibitor's or Sponsor's booking and should it do so its sole liability shall be to refund all monies paid by that Exhibitor or Sponsor. In no circumstances shall the Organiser be liable for any loss (including indirect or consequential loss) or damage suffered by an Exhibitor or Sponsor resulting from such cancellation howsoever the same may be caused. This clause is subject to clauses 11 and 24 where applicable.

29. Liability
29.1 Nothing in this Agreement shall exclude or restrict either party's liability for (a) fraudulent misrepresentations or (b) death or personal injury resulting from the negligence of that party or its employees, agents or subcontractors while acting in the course of their employment or engagement.
29.2 The Sponsor or Exhibitor shall indemnify the Organiser against all liabilities, claims, demands, actions, costs, damages or loss arising out of any breach of this Agreement by the Sponsor or the Exhibitor.

30. Consent to Data Transmission and Data Protection
30.1. Due to the fact that the Organiser is a subsidiary of CloserStill Media Ltd, the Exhibitors' data will be utilised within the CloserStill Media Ltd corporate group.
30.2 For the purposes of this Agreement, the following phrases shall have the following meanings:
30.2.1 "Data Protection Laws" means all applicable laws and regulations relating to data protection and the Processing of Personal Data which apply to a party in any territory in which they Process Personal Data including, without limitation, the General Data Protection Regulation 2016/679, the UK GDPR, the Data Protection Act 2018, the EU e-Privacy Directive (Directive 2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and including all law and regulations implementing or made under them, any replacement, amendment, extension or re-enactment of them, any judicial or administrative interpretation of any of them and, where applicable, the guidance and codes of practice issued by the UK Information Commissioner's Office (or equivalent regulatory body) and/or any industry body, in each case in any relevant jurisdiction(s);
30.3. The Organiser collects the registration data (contact details such as the company, contact persons, address, phone number, email address, URL) and order data, and it uses these for the performance of the contract. Insofar as additional service providers are contracted, these service providers will receive the collected data (company, contact person, address, phone number and email address) for the performance of stand construction or for the provision of additional services. In addition, the name (company, contact person) and address will be used for the purposes of written advertising. The phone number will be used for advertising purposes if express consent is given or if the requirements are met for the presumption of consent. The Organiser uses the email addresses that are collected to provide additional information on similar products and services that they themselves offer. It is possible to object at any time to the use of one's own data for advertising purposes –such as by sending an email to datenschutz@messe.org.
30.4. The Exhibitor or Sponsor consents to the transfer of the data collected during registration to CloserStill Media Ltd and its subsidiaries. This involves the following data: company, address (street, postcode, town/city), phone number, URL, name of the owner / marketing director / contact person (and their position) for processing purposes for the trade fair that has been booked / date of the trade fair / scope of services booked for the trade fair.
30.5. The Exhibitor or Sponsor also consents to the company being named as an Exhibitor or Sponsor within the framework of all communication measures related to the trade fair (press releases, print and online publications).
30.6. The Organiser and their partner for data collection cannot provide Exhibitors or Sponsor with any data on the visitors. Should the Exhibitor or Sponsor make use of the Lead Management System that is included in the ZP Service Package, they will only be able to access the data provided by visitors in the registration process that they have voluntarily made available to the Exhibitor or Sponsor. The Organiser shall not be liable for the correctness or completeness of visitor data.
30.7 If the Exhibitor or Sponsor receives any Personal Data relating to the Organiser and/or the Event (including, but not limited to, Personal Data relating to Event delegates which may include names and email addresses), the Sponsor or Exhibitor agrees:
30.7.1 that it will Process such Personal Data as an independent Controller;
30.7.2 to use and Process such Personal Data in accordance with Data Protection Laws; and
30.7.3 not to do or omit to do anything that could cause the Organiser to breach Data Protection Laws.

30.8 Any Personal Data Processed by the Organiser in relation to the Sponsor or Exhibitor shall be Processed in accordance with the Organiser's privacy policy available at www.zukunft-personal.com/en/footer/privacy/.

31. Intellectual Property Rights
31.1 All intellectual property rights in the Exhibitor or Sponsor's Marks shall be the Exhibitor or Sponsor's sole and exclusive property together with any goodwill and the Organiser shall not acquire any rights in the Exhibitor or Sponsor's Marks.
31.2 All intellectual property rights in the Event Marks shall be the sole and exclusive property of the Organiser together with any goodwill and the Sponsor shall not acquire any rights in the Event Marks

32. Confidentiality
The Sponsor or Exhibitor undertakes that it will not at any time hereafter use, or communicate to any person, except to its professional representatives or advisers or as may be required by law or regulatory authority, any confidential information concerning the business or affairs of the Organiser which may come to its knowledge and it shall use its reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters

33. Notices
Without prejudice to the right to serve notices by any other means any notice served under this agreement shall be in writing. Any notice which has been sent by first class prepaid post shall be deemed to be received 48 hours thereafter (excluding Saturdays Sundays and public holidays). For the purposes of this agreement all notices shall be sent to the parties at the addresses given above unless such other address is notified to the other party in writing.

34. Warranties
34.1 The Sponsor or Exhibitor hereby warrants and undertakes to the Organiser that it has full right authority and power to enter into and perform this Agreement and the Sponsor is not bound by any previous agreements with any third party which adversely affects this Agreement.
34.2 The Organiser hereby warrants and undertakes to the Sponsor or Exhibitor that the Organiser has full right authority and power to enter into and perform this Agreement and are not bound by any previous agreement with any third party which adversely affects this Agreement.

35. Grant of rights
The Exhibitor grants and the Organiser accepts a worldwide, non-exclusive, perpetual, royalty free, sub-licensable right to use the Exhibitor's Marks (a) for the promotion of the Event; (b) to promote and exploit the Event in any media whether now known or yet to be invented (including in a computer game, on a website or mobile-device application) and including by use on promotional material and merchandising; and (c) for the promotion of any subsequent events held by the Organiser or an affiliate of the Organiser

36. Miscellaneous
36.1 This Agreement constitute the entire agreement between the parties and supersede and extinguishes all previous drafts, agreements, arrangements and understanding between them whether written or oral, relating to their subject matter. No amendments shall be made to this agreement unless made in writing and signed by a representative of both parties.
36.2 Nothing contained in this Agreement shall be deemed to create any relationship of partnership, joint venture or agency between the parties hereto.
36.3 The Exhibitor or Sponsor shall not assign sub-licence divest or otherwise seek to delegate any of its rights and obligations hereunder without the Organiser's prior written consent.
36.4 A waiver by either party of a breach of any term or condition of this agreement in any one instance shall be in writing and shall not be deemed as a continuing waiver or a waiver of any subsequent breach unless so provided for by the written notice.
36.5 The Exhibitor or Sponsor acknowledges and agrees that the Organiser may, at any time, novate this Agreement, to any direct or indirect subsidiary of CloserStill Group Limited. Upon such novation or transfer, the relevant subsidiary will assume all rights, benefits, duties and obligations of the Organiser under this Agreement. The Organiser will provide written notice to the Exhibitor/Sponsor of any novation.
36.6 Should any term of this agreement be considered void or voidable under any applicable law the said term shall be severed or amended in such manner as to render the remainder of this Agreement valid or enforceable unless the whole commercial object is thereby frustrated.
36.7 The Events are provided for reference purposes only are not intended, nor should they be used, as a substitute for professional advise or judgement or to provide legal advice with the respect to particular circumstances.
36.8 Whilst reasonable efforts are made to keep the Event up to date, the Exhibitor or Sponsor should obtain independent verification or advice before relying upon any piece of information in circumstances where loss or damage may result.

37. Law and jurisdiction
All contracts between the Organiser and the Exhibitor or Sponsor relating to the Event shall be governed by and construed in accordance with German law and the parties shall submit to the exclusive jurisdiction of the German Courts.

CloserStill Media Germany GmbH | Mannheim, 01.04.2026