

Special trade fair and exhibition conditions to Zukunft Personal Nord 2024

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 online at www.zukunft-personal.com/exhibitorinfo-zpn) 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 2024' ("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/exhibitorinfo-zpn, 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. Organiser

CloserStill Media Germany GmbH
Theodor-Heuss-Anlage 2
3 D-68165 Mannheim
Germany
Phone: +49 (0) 621 / 70019-0
Fax: +49 (0) 621 / 70019-19
Email: info@messe.org

2.2. Location of the event

Hamburg Messe und Congress GmbH
Messeplatz 1
420357 Hamburg
Germany

2.3. Event schedule

Zukunft Personal Nord 2024: 23. - 24. April 2024 (9:00 a.m. - 5:30 p.m.)

■ Set-up:

- 21. April 2024 (8:00 a.m. - 10:00 p.m.)
- 22. April 2024 (8:00 a.m. - 8:00 p.m.)

■ Dismantling:

- 24. April 2024 (6:30 a.m. - 10:00 p.m.)
- 25. April 2024 (8:00 a.m. - 6:00 p.m.)

The specific set-up and dismantling times - as well as any changes thereto - can be found on the exhibitor portal.

2.4. Scope of services

The organiser provides the exhibitor with the services agreed in the Contract of Participation.

2.5. Fees

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 registration form 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 03 March 2024.

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 (100%) 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 six 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. Exhibitor Insurance

5.1. It is a condition of this contract that Exhibitors arrange adequate insurance to protect themselves and others attending the show. The minimum limit of Public Liability expected is £2 million each occurrence. To provide you with this level of cover and further additional covers, the Organiser has arranged for Exhibitors to be covered under their insurance policy for a participation fee. An "Evidence of Insurance as an Exhibitor" document, summarising the cover provided, will be issued by email when payment of the Insurance Participation Fee is made with your invoice. Please note that payment of the Insurance Participation Fee must be made **before** the event commences. Standard limits are:

Cover Headings	Standard Limits	Brief Summary of the Cover
Exhibitor Expenses	GBP 20,000	Loss of irrecoverable expenses sustained as a result of cancellation, abandonment, curtailment, postponement or removal to alternative premises; inability to open or keep open your stand/space due to damage to Exhibitor Property at the Venue, in transit to the Venue or damage to the Venue itself; late or non-arrival of Exhibits or of your staff/representatives; failure to vacate the Venue within the contracted time; reasonable additional costs and expenses incurred in avoiding or diminishing a loss; for reasons beyond yours and the Organisers control.
Exhibitor Property	GBP 20,000	Physical loss of or damage to property for which you are responsible, including exhibits, stands, displays, equipment, furnishings, stationery, promotional literature, being brought to the venue for the purposes of the Exhibition. You are responsible for the first £50 of any claim.
Exhibitor Liability	GBP 2,000,000	Legal liability to pay compensation, legal costs and expenses as a result of accidental death or injury to a third party and/ or damage to their property at the Venue. You are responsible for the first £250 of any claim for third party property damage.
	Any one occurrence	

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

5.3. Please do not send any insurance documentation to the Organiser. A full specimen policy wording, showing the terms, conditions and exceptions of the cover and the Exhibitors Insurance Product Information Document is available from InEvexco Ltd via their website <https://www.inevexco.co.uk/our-services/event-and-exhibition-exhibitors-insurance>. We strongly recommend you read the policy wording as some exclusions apply. This service is provided on a non-advised basis and you should make sure that the minimum limits are sufficient for your 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 insurance policy by InEvexco Ltd. The Organiser has no responsibility to you for, and hereby disclaims all liability arising from, the acts or omissions of InEvexco Limited 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. InEvexco Ltd are authorised and regulated by the Financial Conduct Authority (FCA) to provide relevant insurance mediation services, under number 579079. The FCA's register can be accessed through www.fca.gov.uk.

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 "Highlight Topic" 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 "Highlight Topic" 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 registration form - 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/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 €85.00 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 in their registered "Highlight Topic" field 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.

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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 registration form for sub-exhibitors (available online at www.zukunft-personal.com/exhibitorinfo-zpn). 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 www.zukunft-personal.com. The application, the completed registration form 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 €1,299,00 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 refers. 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, they are still obligated to pay the agreed fees; however, the organiser will reimburse the participant for any expenses saved and for any benefits accruing from putting the stand area rented by the exhibitor to a different use. As a rule, the organiser does not save any expenses after the date specified under Section 11.1.

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 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.

If the reason for termination is based on the breach of an obligation arising from the Contract of Participation, the termination is generally not permitted until the expiration of an appropriate grace period allowed for remedial action to be taken or following the issuance of a warning. This does not apply in cases where providing a deadline or issuing a reminder is not required under the law. This is without prejudice to the organiser's right to demand the payment of damages in the event of an extraordinary termination if statutory requirements are met.

12. Consent to data transmission

12.1. 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.

12.2. 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.

12.3. The exhibitor 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.

12.4. The exhibitor also consents to the company being named as an exhibitor within the framework of all communication measures related to the trade fair (press releases, print and online publications).

12.5. The organiser and their partner for data collection cannot provide exhibitors with any data on the visitors. Should the exhibitor 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. The organiser shall not be liable for the correctness or completeness of visitor data.

13. 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/en/photo-references.

14. Radio frequencies

14.1. 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.

14.2. 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.

14.3. 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.

15. Final provisions

15.1. 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.

15.2. 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.

15.3. 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.

15.4. 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.

15.5. 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.