

General Terms and Conditions

1. Registration

Registration for the exhibition can only be made by sending the completed registration form with legally binding signature by the deadline given to spring Messe Management GmbH, Am Friedensplatz 3, 68165 Mannheim, Germany. By submitting an application you agree to abide by these "General Conditions of Participation". Registration is binding, irrespective of approval. Conditions and reservations submitted with the registration are not permitted and shall be deemed not to have been submitted. The registration deadline for the respective event can be found in the enclosed "Special Conditions of Participation".

2. Acceptance of the registration / Conclusion of contract

The applicant shall be approved:

- conditional on the available exhibition space and
- provided that he fulfils the requirements specified in these "General Conditions of Participation" and the "Special Conditions of Participation" and
- provided that the goods which he is exhibiting conform to the overall context and concept of the exhibition.

Companies that have not met their financial obligations from previous events can be excluded.

By sending the authorisation to exhibit by e-mail to the contact person given on the registration form, the contract is concluded between the event organiser and the exhibitor. The exhibitor shall ensure that the electronic mailbox is regularly checked and that e-mails from the event organiser can always be received. If the e-mail address of the exhibitor given for the receipt of authorisation has changed, he shall provide the event organiser with the new address immediately. If the event organiser incurs a loss as a result of the failure to advise a new e-mail address, the exhibitor is obliged to compensate the event organiser for the loss.

The exhibitor shall receive a plan, showing the position and size of the stand. The event organiser accepts no liability for any size differences and the resulting differences between the planned and actual sizes of the stand. The event organiser reserves the right to allocate a stand to the exhibitor in another location from that quoted in the acceptance document and can also relocate or close entrances, routes and exits to the exhibition grounds and the halls or carry out any other structural changes if he has a major interest in carrying out such action due to exceptional circumstances, see also number 3.

Registrations and payment obligations for participation shall remain legally binding after approval is granted by the event organiser, even if for example the exhibitor's import wishes cannot be met or cannot be met in full by the departments responsible, if the exhibited goods do not reach the event on time (e.g. due to loss, transport delays or customs delays) or do not arrive at all, or if entry visas for the exhibitor or his representatives are not issued in time.

Stands are handed over to the exhibitor or his representative before the start of the event. Stands that the exhibitor or his representatives do not claim under the terms of the agreement can be otherwise disposed of without the exhibitor then having the possibility of making claims beyond those rights outlined in Number 8. The event organiser shall be entitled to revoke approval if it was granted on the basis of false conditions or information, or if the approval conditions subsequently do not apply.

To ensure provision of the full scope of the service offered under the stand system comfort and stand system budget, there is an order deadline of 3 weeks before the official exhibition date. For logistical reasons, orders for stand system comfort and stand system budget can only be accepted up to 2 weeks before the start of the exhibition.

3. Allocation of stand space

The stand areas are assigned on a "first come, first served" basis. The exhibitor has no claim to a particular stand size or position. Neither has the exhibitor any claim to a certain size or position of stand after acceptance has been received. In particular, the event organiser can reduce the number of registered square meters if the available exhibition area is exceeded, or he can increase it by a maximum of 15%.

4. Sub-exhibitors

Stand areas are generally only allocated as a complete unit and only to a single contractual partner as the main exhibitor.

The main exhibitor is generally entitled to admit sub-exhibitors to his stand area. This is subject to the sub-exhibitor's prior written registration by the main exhibitor and the granting of prior written consent by the event organiser. The conditions of participation applying to the event also apply, where appropriate, to sub-exhibitors. The event organiser shall only grant his consent when the named sub-exhibitors have agreed in writing to be bound by the "General Conditions of Participation". Sub-exhibitors/additionally represented companies are all companies exhibiting or appearing on the stand with their own staff and their own products in addition to the main exhibitor. They are still considered to be sub-exhibitors even if they have close business or organisational ties to the main tenant. Additionally represented companies are those whose goods or services are offered at the stand by an exhibitor although they themselves are not exhibiting. Such companies must be registered as sub-exhibitors. Otherwise, any commercial solicitation, advertising or promotion by companies that have not been accepted as exhibitors is strictly prohibited.

The participation of sub-exhibitors is subject to a charge and the main exhibitor is obliged to pay the registration fee for the sub-exhibitor (see section 5 "General Conditions of Participation") to the event organizer (see also section 12a).

At the specific request of the main exhibitor, an invoice for the registration fee of the sub-exhibitor can be sent directly to the sub-exhibitor. In such a case, the exhibitor and sub-exhibitor are then jointly and severally liable and the main exhibitor is only released from the payment obligation after full settlement of the debt.

The main exhibitor is liable for any negligence of his sub-exhibitors and their vicarious agents just as he would be liable for his own negligence and the negligence of his own vicarious agents. The main exhibitor and sub-exhibitor are jointly and severally liable towards the event organiser.

5. ZP Service - Package

Each exhibitor and sub-exhibitor is obligated to pay the event organiser the ZP Service - Package respectively the registration fee for sub-exhibitors as per Registration Form 1 and the "Special Conditions of Participation". The ZP Service - Package/registration fee for sub-exhibitors covers:

- 100 voucher codes for Multi-Day-Tickets
- General costs of advertising, administration and running the exhibition
- 2-App-Lead-Management-Package (usage on site)
- Entry in the exhibitor index

If the exhibitor fails to register the sub-exhibitor or provides false or incomplete information in his registration, the event organiser is entitled to calculate the ZP Service - Package/registration fee for sub-exhibitors according to his own observations as if proper registration had taken place. In case of recurrence and after a warning has been given, he is then entitled to terminate the exhibition participation contract with the main exhibitor for good cause.

6. Payment conditions

After acceptance and receipt of the invoice, the exhibitor must pay 50% of the stand rental fee and the full amount of the ZP Service - Package/registration fee for sub-exhibitors as a deposit. The remaining 50% of the stand rental fee shall be payable no later than six weeks before the start of the exhibition following receipt of the invoice. The invoice for additional services ordered by the exhibitor must be paid by the date stated on the invoice. If the payment deadline is not met, the event organiser shall be entitled to withdraw from the contract and make the stand area available to another exhibitor. Number 8 shall apply accordingly if the stand area has been made available to another exhibitor.

7. Assignment, offsetting, right of retention

There shall be no possibility of assigning claims against the event organiser, offsetting against the participation fee and claiming right of retention.

8. Withdrawal

The event organiser shall be entitled to withdraw from the contract if an application is made to commence insolvency proceedings against the exhibitor's assets. The exhibitor is obliged to inform the event organiser about this immediately. Withdrawal is possible until the registration is approved by the event organiser. The withdrawal fee is € 1000.00 + VAT. Withdrawal or a reduction in the size of the floor space is not possible after approval has been granted. The full stand rental, ZP Service - Package and the costs incurred shall be payable. These provisions also include all complete packages and special formats with stand construction included that exhibitors can book to take part in the event. If the space can be rented by the event organiser to another exhibitor, the exhibitor only pays 40% of the participation fee. If the event organiser exchanges any unclaimed stand area with the exhibitor's originally assigned space in order to maintain the overall image of the exhibition, this shall not relieve the exhibitor of his payment obligation. The exhibitor's withdrawal or giving up of the allocated stand space is only deemed effective when the written declaration to this effect has been received by the event organiser. If the exhibitor nevertheless decides not to take up the space assigned to him and this space cannot be rented to another exhibitor, then the exhibitor must pay the full participation fee unless he can prove that the event organiser has incurred a significantly smaller loss.

Stand construction: Exhibitors can cancel the stand construction options booked through the event organiser, Stand System Comfort or Stand System Budget, free of charge up to five weeks before the event as long as they are not part of a complete package with stand construction included. Cancellation of the Stand System Comfort or Stand System Budget incurs

a cancellation fee amounting to 50% of the order amount (stand space x EUR m²) if cancelled five weeks before the start of the exhibition. Cancellations two weeks before the start of the exhibition incur a cancellation fee amounting to 100% of the order amount. In case of cancellations of a Stand System Comfort or a Stand System Budget that are followed by an individual substitution booking with our stand construction partner at the same or a higher price, the 50% cancellation fee will not be charged. This excludes any additional charges for graphics or special production.

Sub-exhibitors: Sub-exhibitors may be cancelled free of charge up to the registration deadline quoted in the Special Conditions for Participation.

9. Animals

Animals are not allowed inside the exhibition halls. Guide dogs are exempt from this rule.

10. Exhibited goods

Strong-smelling and / or flammable exhibition goods or exhibition goods whose demonstration gives rise to noise may only be exhibited after prior approval by the event organiser. Exhibition items may not be removed during the event.

11. Operation of the stand

The exhibitor is obliged to equip the stand with the registered exhibits for the entire duration of the exhibition and, unless the stand has been specifically rented as a prestige stand, to ensure it is manned by trained personnel. No stand shall be completely or partially cleared before the end of the exhibition. Any exhibitors violating this rule undertake to pay a contractual penalty amounting to half the stand rental.

12. Stand design and stand construction boundaries

The exhibitor undertakes to lay a suitable floor covering or arrange to have a floor covering laid on the stand area allocated to him. The exhibitor also undertakes to screen off his stand with partition walls if it borders directly onto another stand area or onto the end of the event area or floor space. Exhibits can be placed up to the aisle boundaries. Control panels and operators or similar must always be located within the stand boundaries. Approx. 30% of each open side may be taken up by a closed wall. It must be ensured that the attractiveness of the opposite and neighbouring stands are not adversely affected. Projection screens and monitors for presentations of any kind are to be placed far enough away from the edge of the aisles so that interested visitors have to enter the stand space to watch the presentation and therefore do not block visitor traffic in the aisles. spring Messe Management GmbH is entitled to either remove or modify any stand construction elements that have not been approved/permitted at the cost and risk of the exhibitor. spring Messe Management GmbH reserves the right to award authorisations event without prior consultation with the exhibitors at neighbouring stands. Please see point 4.3.1. of the technical guidelines for further details.

12a. Presentation forums

If an exhibitor wishes to set up a presentation stage/presentation forum on the stand area, he must register this initiative as well as the speakers taking part in the presentations with the event organiser beforehand. Speakers shall only be permitted who use products and/or services in human resource management within their own organisation only and/or who are involved in human resource issues exclusively for research purposes (no potential exhibitors). If it is intended to involve speakers outside this group of speakers, the event organiser reserves the right to treat each speaker concerned as a sub-exhibitor and to charge the exhibitor the fees applying to sub-exhibitors.

13. Direct sale

It is not permitted to sell any goods and services in direct sale.

14. Advertisement

Advertisement, of any kind, especially the distribution of print advertisement and the addressing of trade visitors is only permitted within the limits of the exhibitor's stand space. The distribution of print material or information for advertising purposes which takes place outside the boundaries of the exhibitor's stand (this also refers to the application of humans as an advertising medium as well as the distribution and placement of any promotional materials like brochures, posters, stickers and so forth) requires the written consent of the organiser.

15. Visual and sound recording

Spring Messe Management GmbH is entitled to make photographs, drawings, film and video recordings of the exhibition, constructions, exhibition stands and objects. These recordings can be published in any press releases and ads without exhibitors being able to object for any reason.

16. Transport

Only the carrier authorised by the event organiser may transport and handle the goods being exhibited on the exhibition grounds. The exhibitor must pay carrier's costs directly to the carrier.

17. Insurance and liability

Insuring the exhibited goods against all transport risks and during the event, particularly against damage, theft etc., is a matter for the exhibitor. The exhibitor is liable for all damages incurred by third parties arising from his exhibition participation, including damage to buildings on the exhibition site and their furnishings and fittings. The event organiser is not liable for personal injury or property damage. In particular, he shall also not be liable for damage to exhibits and their theft if, in an individual case, the event organiser has taken over stand construction or decoration. By recognising these "General Conditions of Participation", the exhibitor also expressly indemnifies the event organiser from any legal claims by third parties.

The exclusion of liability of the event organiser mentioned above does not apply if the damage can be attributed to the intent or gross negligence of the event organiser.

18. Circulars

After approval of the stand area is granted, exhibitors shall be informed via circulars about matters relating to preparation and the running of the exhibition. The exhibitor shall be solely responsible for consequences arising from non-observance of these circulars.

19. Restriction

The event organiser is entitled to postpone, shorten, extend or cancel the event, as well as to temporarily or permanently close either the entire event or parts of it if force majeure occurs. In the event of postponement, shortening, extension, closure or cancellation, in cases of force majeure, the exhibitor has no claims to withdraw or to request compensation. If the event is cancelled, the event organiser shall not be liable for damages or other disadvantages incurred by the exhibitor as a result. At the event organiser's request, the exhibitor shall be obligated to pay a proportion of max. 30% of the exhibition fees that were incurred for preparing the event. If the event organiser is responsible for the cancellation of the event, no costs will be charged.

20. Technical guidelines

spring Messe Management GmbH provides the exhibitor with the Technical Guidelines of spring Messe Management as well as with all the regulations and guidelines concerning the exhibition centre. The exhibitor has to take notice of those guidelines and accept them as binding. In individual cases, The General Terms and Conditions of the exhibition centre will have priority. The Technical Guidelines and the General Terms and Conditions of the exhibition centre will be available in the forms in the online exhibitor's handbook. The Technical Guidelines and General Terms and Conditions of the exhibition centre can also be sent to the contracting partner upon request.

21. Consent to data transfer

The exhibitor consents to a transfer of the data collected during registration to CloserStill Media Ltd.

The following data are affected:

Company, address (road, postcode, town/city) and telephone number, URL

Name of owner/marketing manager/contact person (position) for exhibition organisation booked exhibition/date of exhibition/scope of exhibition booking

The exhibitor consents to advertising use of this data by the aforementioned company. E-mail addresses will only be transferred to the aforementioned company for advertising use if consent for this has been given separately.

The exhibitor also agrees that his company may be mentioned as an exhibitor in all communication initiatives relating to the exhibition (press releases, print and online publications).

22. Final regulation

Reference is made to the "Special Conditions of Participation" concerning the scope of performance covered by the participation fee. If the exhibitor has placed with the event organiser orders for services that incur costs outside the framework of the "Special Conditions of Participation", he will be invoiced for the resulting costs. Should any one of the provisions in these "General Conditions of Participation" be or become ineffective, this shall not affect the remaining provisions. Instead of the ineffective provision, an effective provision shall apply which comes as close as possible to the commercial purpose of the ineffective provision. The mutual rights and obligations arising from this contractual relationship are subject to the law of the Federal Republic of Germany. The place of jurisdiction is the seat of the event organiser's office, Mannheim. If one of the above conditions is void, the others shall still apply. These conditions should be drafted so that the sense and purpose of the contract is maintained. All claims by the exhibitor against the event organiser shall expire within 6 months. The period of limitation commences at the end of the month in which the final day of the event falls. The "General Conditions of Participation" were issued in German and translated into different languages. In case of doubt or discrepancy, the original German text is the authoritative version for both parties.

Note concerning handling of your data

spring Messe Management GmbH collects the registration data (contact data such as company, contact person, address, telephone/fax number and e-mail address, URL) and order data and uses them to implement the contract. Should other service providers be commissioned, they will receive the collected data (company, contact person, address, telephone number and e-mail address) for the execution of the stand built or additional services supplied. Furthermore, names (company, contact person) and addresses shall be used for written advertising purposes. The telephone number shall be used for advertising purposes if express consent has been given or if conditions of implied consent apply. The e-mail addresses that have been collected by spring Messe Management GmbH shall be used to supply further information on their own similar offers. You may lodge an objection to the use of your data for advertising purposes at any time - for example via e-mail to datenschutz@messe.org. Please note the consent clause in the data handling section 21 of the "General Conditions of Participation".

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