

# Application as direct exhibitor

Exhibition Centre Nuremberg  
19–21. 10.2010



The IT·Security·Expo

Language for correspondence  German  English

**Company address**

Company \_\_\_\_\_

Street \_\_\_\_\_

Postcode \_\_\_\_\_

Town \_\_\_\_\_

Country \_\_\_\_\_

Tel. \_\_\_\_\_

Fax \_\_\_\_\_

Home page www. \_\_\_\_\_

Assignment to the list of exhibitors under letter

**Please return to**

SecuMedia Verlags-GmbH

it-sa

Postfach 1234

55205 Ingelheim, Germany

Tel +49(0)6725.9304-0

Fax +49(0)6725.5994

**Return date**

**30 April 2010**

Person to contact \_\_\_\_\_

Legal representative \_\_\_\_\_

E-mail \_\_\_\_\_

Invoice address \_\_\_\_\_

VAT Reg. No. \_\_\_\_\_

## Application as direct exhibitor

We order the following for it-sa in accordance with the conditions for participation:

1. **Complete rental stand** of up to 30 m<sup>2</sup>, including marketing package, stand rental, stand with standard equipment, catering, on-site service, AUMA fee and advertising fee (see item 7 for full list):

- 6 m<sup>2</sup> stand EUR 5,125
- 12 m<sup>2</sup> stand EUR 7,050
- 18 m<sup>2</sup> stand EUR 9,880
- 24 m<sup>2</sup> stand EUR 12,570
- 30 m<sup>2</sup> stand EUR 15,100

A registration fee of EUR 360 per exhibitor and EUR 980 per co-exhibitor is charged irrespective of stand size.

2. **Larger stand provided and assembled by exhibitor:**

approx. \_\_\_\_\_ m<sup>2</sup> (please tick type of stand below)

Basic price for stands of more than 30 m<sup>2</sup> (without stand, without catering), including marketing package, stand space, on-site service (see item 7 for full list):

**For the first 30 m<sup>2</sup>: EUR 9,730**

**each additional m<sup>2</sup>:**

	31 – 50 m <sup>2</sup>	51 – 150 m <sup>2</sup>	151 – 400 m <sup>2</sup>
<input type="checkbox"/> <b>In-line stand</b>	EUR 166	EUR 160	–
<input type="checkbox"/> <b>Corner stand</b>	EUR 183	EUR 177	EUR 161
<input type="checkbox"/> <b>Head stand</b>	EUR 213	EUR 208	EUR 184
<input type="checkbox"/> <b>Block stand</b>	EUR 234	EUR 223	EUR 196

Plus advertising fee (EUR 13.90/m<sup>2</sup>) for applications received after 1 July 2010.

A registration fee of EUR 360 per exhibitor and EUR 980 per co-exhibitor is charged irrespective of stand size.

**All prices plus VAT at the statutory rate.**

Please note the Special Conditions for Participation in the Trade Fair it-sa and the General Conditions for Participation in Fairs and Exhibitions of NürnbergMesse. The Special Conditions for Participation in the Trade Fair it-sa are hereby acknowledged and legally recognized subject to the proviso that the contractual partner is not NürnbergMesse, but SecuMedia Verlags-GmbH. Every applicant acting on behalf of another person hereby undertakes to accept direct liability for the claims of the organizer SecuMedia Verlags-GmbH at the above exhibition.

Place and date \_\_\_\_\_

Company stamp and authorized signature \_\_\_\_\_

## Nomenclature of Trade Fair it-sa 2010 – The IT Security Expo

You can choose up to 5 free keywords under which you would like your company to be found. Each additional entry under a keyword costs EUR 8.00 (plus VAT at the statutory rate).

The headings are the same as last year. You can find your entries for last year at: [www.it-sa.de/Exhibitor Info/List of Exhibitors](http://www.it-sa.de/Exhibitor%20Info/List%20of%20Exhibitors) (just click your company name).

**Please tick the desired headings:**

- Academia
- Access protection
- Admission protection / access control
- Air conditioning systems
- Anti-eavesdropping
- Anti-spam
- Application security
- Asset management
- Auditing
- Automatic control technology
- Awareness
- Backup
- Bandwidth management
- Banking (IT security solutions)
- Biometry
- BS 7799 / ISO-IEC 2700x (products and services)
- BSI IT baseline protection (products and services)
- Business continuity
- Certification of IT security products and systems
- Chip cards (systems and applications)
- Compliance (products and services)
- Computer Emergency Response Team (CERT)
- Computing centre infrastructures
- Computing centre planning
- Computing centre security (products and services)
- Consulting
- Content security
- Cryptography hardware
- Data erasure
- Data leakage/loss prevention
- Data protection (products and services)
- Data rescue
- Digital/Enterprise Rights Management (DRM/ERM)
- Document management
- Domain services
- Early Warning for IT
- E-government
- Electronic payment equipment
- Electronic signatures
- Electronic signatures (products and services)
- E-mail security
- Embedded servers
- Encryption
- Endpoint Security
- Fire prevention
- Firewalls
- Forensics
- Green IT
- Hardware protection
- Health services (security solutions)
- Helpdesk applications
- High availability
- Human resources planning
- Identification systems
- Identity cards
- Identity management
- Interception protection

- Internet providers
- Intrusion detection systems
- Intrusion detection/prevention
- Inventory management
- IT Security for Manufacturing / SCADA
- IT security rooms and cabinets
- IT service management and infrastructure library (products and services)
- KVM switches (keyboard/video/mouse switches)
- Laboratory / certification
- Leak detection
- Legal advice on IT security
- Localization
- Locking systems
- Mainframe Security
- Managed security services
- Mobile security
- Multimedia learning software
- Network Access Control (NAC)
- Network monitoring
- Network video (Video over IP)
- Open source (software and services)
- Operating certificates
- Operating data acquisition
- Penetration tests
- Physical security
- Product certificates
- Professional certificates
- Public key infrastructures
- Publish / media
- ReCoBS
- RFID
- Risk analysis and management
- Security management
- Server-based computing
- Shredders
- Single sign-on
- SOA security (Service-Oriented Architecture)
- Storage solutions/security
- Surge voltage protection
- Systems / Client Management
- Test suites for security products and services
- Theft protection
- Threat analyses
- Time recording
- Token systems
- Trust centre (products and services)
- Trusted computing
- Unified threat-Management (UTM) / security appliances
- Uninterruptible Power Supplies (UPS)
- USB interface protection
- USB memories
- User (rights) administration
- Video
- Video communication
- Virtual Private Networks (VPN) / remote access
- Virtualization

- Virus protection
- VoIP security
- Vulnerability and patch management
- Water warning systems
- Web 2.0
- Web application security
- Web design
- Web security solutions

### Miscellaneous

- Associations / initiatives
- Education / training
- Insurance
- Publications

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**Your entries are used as the basis for creating the Topic Routes at it-sa.**

# Special Conditions for Participation in the Trade Fair it-sa 2010 – The IT Security Expo

## 1. Venue, duration, opening hours

Venue: Exhibition Center Nuremberg  
Duration: Tue 19–Thu 21 October 2010  
Opening hours: Tue 19–Thu 21 October 2010 9 a.m.–6 p.m. daily

## 2. Organizer

SecuMedia Verlags-GmbH  
it-sa – Die IT-Security-Messe  
Lise-Meitner-Straße 4, 55435 Gau-Algesheim, Germany  
Tel +49(0)6725.9304-0, Fax +49(0)6725.5994  
it-sa@secumedia.de  
www.it-sa.de  
www.secumedia.de

## 3. Contractual terms

The terms for participation in it-sa 2010 are the Special Conditions for Participation in the Trade Fair it-sa 2010, the General Conditions for Participation (including supplementary agreement) in Fairs and Exhibitions, the NürnbergMesse site regulations, the organizational (e.g. exhibitor information), technical (e.g. Service CD) and other conditions notified to the exhibitor before the exhibition begins. If SecuMedia Verlags-GmbH or NürnbergMesse provides additional exhibition services through a ServicePartner in response to a separate order, the general terms and conditions of business of the respective ServicePartner shall prevail over these Special Conditions for Participation in case of discrepancies.

## 4. Conclusion of contract

Stand space is ordered by returning the completed "Application" form. The rental contract between the exhibitor and the organizer comes into force on confirmation of the stand space by the organizer. Should the contents of the stand space confirmation vary from the contents of the application, the contract will be concluded according to the stand space confirmation. Cancellation after receipt of the stand space confirmation (= admission) is governed by item 6.

## 5. Exhibitors and approved exhibition goods

Admissible as exhibitors are: manufacturers, importers, wholesalers, retailers, representatives, service companies and publishers from Germany and abroad offering products and services that can be assigned to the specified product groups (may be extended if required). All exhibition goods must be described in the application. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights in Germany are not admitted.

## 6. Withdrawal of application

Notwithstanding item 7, 8 and 10 of the General Conditions for Participation, applications can be withdrawn without cancellation fees until 30 April 2010. After this date, cancellation fees are payable on the following scale:

25% on cancellation up to 30 June 2010  
50% on cancellation up to 31 August 2010  
100% on cancellation up to 1 September 2010

If the organizer succeeds in re-letting the space, the original exhibitor shall be liable to the organizer for an amount equal to 25% of the invoiced stand rental as compensation for costs incurred. The exhibitor retains the right to prove that the compensation demanded is too high.

## 7. Cost of exhibiting (all prices plus VAT at the statutory rate)

### 7.1 Complete rental stand up to 30 m<sup>2</sup>, including all services listed below

6 m <sup>2</sup> stand	EUR	5.125
12 m <sup>2</sup> stand	EUR	7.050
18 m <sup>2</sup> stand	EUR	9.880
24 m <sup>2</sup> stand	EUR	12.570
30 m <sup>2</sup> stand	EUR	15.100

#### The complete rental stand package includes:

Rental for stand space advertising fee (no charge for applications received by 1.7.2010 – then EUR 13.90/m<sup>2</sup>), stand and standard equipment (own stand possible) as per item 7.2 and 12

Night security  
Stand cleaning  
Waste disposal

Catering: VIP Lounges and drinks service on stand

All services included in the marketing package, e.g.:

- Possibility of giving product presentations in the open presentation area (1 presentation included in the price, more possible subject to separate fee), plus all presentation videos and handouts posted on the Internet for a year after the exhibition and provision of addresses of visitors asking for handouts
- 1 half-page advertisement (b/w) for company profile in the it-sa "SecurityGuide"
- Publication in the alphabetical list of exhibitors
- Publication in the list "Who – what – where at it-sa?"
- Publication under the heading of "New Products"

- Free admission vouchers (worth EUR 24) and extensive advertising aids (see item 14)
  - Extensive PR work, visitor promotion, mailing of complimentary tickets and posting on the websites at www.it-sa.de and www.it-sa.com, including direct links to the www addresses of the exhibiting companies
  - Regular mailing of the it-sa newsletter including your press releases (15,000 addressees)
  - Publication in the it-sa PressGuide
  - Additional possibility of displaying brochures
  - Displaying press releases in the press center
- On-site service of organizer

The cleaning included in the package price cover the exhibitor's relevant obligations arising out of item 17 of the General Conditions for Participation. It is in the exhibitor's own interest to insure valuable items and lock such items away at night (see item 18 of General Conditions for Participation).

### 7.1.1 Stand design and equipment for complete rental stand

#### Equipment for type 0 6 m<sup>2</sup>

Beleuchtung,  
Lighting,  
1 PC demonstration table,  
1 standing table, 2 stools,  
1 suspended fascia element for company name and logo (print copy required in EPS format as vector file, a surcharge may be levied for other formats if necessary)  
1 leaflet stand

#### Equipment for type 1 12 m<sup>2</sup>

Lighting,  
1 cubicle (approx. 1 m<sup>2</sup>, lockable) with refrigerator, 1 counter and 1 shelf,  
1 PC demonstration table with 2 stools,  
1 table, 2 chairs,  
1 suspended fascia element for company name and logo (print copy required in EPS format as vector file, a surcharge may be levied for other formats if necessary)  
1 leaflet stand

#### Equipment for type 2 18 m<sup>2</sup>

Basic equipment as for type 1, plus:  
1 filing cabinet (sliding doors, lockable),  
4 chairs

#### Equipment for type 3 24 m<sup>2</sup>

Basic equipment as for type 1, altogether  
2 PC demonstration tables, 4 stools, 2 filing cabinets, 4 chairs,  
1 table

#### Equipment for type 4 30 m<sup>2</sup>

Basic equipment as for type 1, altogether  
2 m<sup>2</sup> cubicle, 2 PC demonstration tables, 4 stools, 2 filing cabinets, 2 tables,  
8 chairs, 1 standing table

Standard graphics, special equipment and extra furniture on request.

### 7.2 Larger stand provided and assembled by exhibitor

Basic price for stands of more than 30 m<sup>2</sup> (without stand, without catering), including marketing package, stand space, on-site service (see below for full list):

**For the first 30 m<sup>2</sup>: EUR 9,730 – each additional m<sup>2</sup>:**

	31 – 50 m <sup>2</sup>	51 – 150 m <sup>2</sup>	151 – 400 m <sup>2</sup>
<b>In-line stand</b>	EUR 166	EUR 160	–
<b>Corner stand</b>	EUR 183	EUR 177	EUR 161
<b>Head stand</b>	EUR 213	EUR 208	EUR 184
<b>Block stand</b>	EUR 234	EUR 223	EUR 196

Plus advertising fee (EUR 13.90/m<sup>2</sup>) for applications received after 1 July 2010.

#### Package price without stand and catering:

Stand space rental

Night security  
Stand cleaning  
Waste disposal

All services included in the marketing package, e.g.:

- Possibility of giving product presentations in the open presentation area (1 presentation included in the price, more possible subject to separate fee), plus all presentation videos and handouts posted on the Internet for a year after the exhibition and provision of addresses of visitors asking for handouts
- 1 half-page advertisement (b/w) for company profile in the it-sa "SecurityGuide"
- Publication in the alphabetical list of exhibitors
- Publication in the list "Who – what – where at it-sa?"
- Publication under the heading of "New Products"
- Free admission vouchers (worth EUR 24) and extensive advertising aids (see item 14)
- Extensive PR work, visitor promotion, mailing of complimentary tickets and posting on the websites at www.it-sa.de and www.it-sa.com, including direct links to the www addresses of the exhibiting companies

# Special Conditions for Participation in the Trade Fair it-sa 2010 – The IT Security Expo

(Continued)

- Regular mailing of the it-sa newsletter including your press releases (15,000 addressees)
  - Publication in the it-sa PressGuide
  - Additional possibility of displaying brochures
  - Displaying press releases in the press center
- On-site service of organizer

The cleaning included in the package price cover the exhibitor's relevant obligations arising out of item 17 of the General Conditions for Participation. It is in the exhibitor's own interest to insure valuable items and lock such items away at night (see item 18 of General Conditions for Participation).

A stand can also be ordered if required. Price according to size on request. Catering (VIP Lounge and hostess service on the stand) can be booked at an extra charge of EUR 55/m<sup>2</sup>, maximum EUR 1,650.

**A registration fee of EUR 360 per exhibitor and EUR 980 per co-exhibitor is charged irrespective of stand size.**

The minimum stand space is 6 m<sup>2</sup>.

The type of stand allocated depends on planning; an entitlement to a certain type of stand does not exist.

## 8. Payment conditions

The exhibitor may be invoiced in advance for 25% of the estimated stand space rental plus VAT at the statutory rate together with the **confirmation of application**. The advance payment will be refunded if confirmation of admission and stand space is not issued. The full stand space rental after deduction of any advance payment will be invoiced to the exhibitor with the **stand space confirmation**. Invoice amounts are due for payment in full on the date shown on the invoice. All payments are to be made in **EUROS** without charges, quoting the invoice number. An entitlement to occupy the allocated stand space exists only after payment of invoices in full. The exhibitor is to provide proof of payment.

## 9. Insurance

Exhibitors are obliged to make their own adequate insurance arrangements. Insurance for exhibitors (transport and duration of event) is advisable and can be arranged through a collective insurance contract taken out by the organizer or NürnbergMesse. The organizer bears the general liability risk for the event. The organizer is insured against liability for the duration of the exhibition, covering damage to property and injury to persons for which claims can be asserted against him on the grounds of statutory liability provisions.

## 10. Modification

The organizer reserves the right to cancel, postpone or relocate the exhibition, to shorten or lengthen the exhibition, or for technical, official or other in the opinion of the organizer compelling reasons to assign the exhibitor another space or to modify and reduce the size of the space. See item 3 of the General Conditions for Participation for details.

## 11. Assembly and dismantling, passes

Assembly:	Fri 15 – Sun 17 October 2010	7 a.m. – midnight daily
	Mon 18 October 2010	7 a.m. – 8 p.m.

Exhibition stands to be assembled by the exhibitor himself for which assembly has not commenced by 3 p.m. on Monday, 18 October 2010, will be decorated by the organizer, if they cannot be otherwise disposed of. Costs incurred will be charged to the exhibitor.

Dismantling:	Thu 21 October 2010	6 p.m. – midnight
	Fri 22 October 2010	0 a.m. – 7 p.m.

Assembly or dismantling passes are not required.

## 12. Stand design

The exhibitor is responsible for the stand equipment and design of stands assembled by the exhibitor. **Transparency is the most important aspect of stand design**. All open sides of the stand must be freely accessible. This means that at least **50%** of each gangway side must **not be obstructed by structures or fittings**. **The minimum height is 2.50 m**. The backs of stand partition walls, advertising carriers or other design elements facing neighboring stands and exceeding a height of 2.50 m must be white, clean, show no signs of damage, and not contain any text or graphics. **Stands exceeding a height of 3.50 m require approval by the organizer. The maximum height is 6.20 m**. If a rental exhibition stand is not used, a fascia (0.30 m high) must be fitted on all open sides of the stand space. The fascia is not required if the necessary stand appearance is provided in some other way. The organizer reserves the right to issue further instructions concerning stand design. Stand partition walls (fiber board) provided by the organizer may only be treated with water-soluble adhesives and only painted if they have first been wall-papered. Wallpaper or

other wall claddings must be removed by the exhibitor after the event, otherwise the stand partition walls will be cleaned at the cost of the exhibitor. All other stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any other way. The exhibitor is liable for damage caused and will be charged with the costs. Any pillars, installations and fire-fighting equipment within the stand area are part of the allotted stand space and must be accessible at all times. Floor coverings in the stands are only to be fixed with double-sided adhesive tape (solvent-free adhesive tapes only: tesafix no. 4964). **The exhibitor agrees to comply with these conditions. Non-compliance may result in claims for damages by the organizer or the neighboring exhibitors affected.**

## 13. Exhibitor passes

Each exhibitor will be given free passes according to stand size for his exhibition stand and operating personnel: 4 passes for up to 20 m<sup>2</sup> stand space, plus 1 pass for each further full 10 m<sup>2</sup>. Any additional exhibitor passes needed can be purchased for entitled persons at a price of EUR 24 each plus VAT at the statutory rate.

## 14. Advertising material

The organizer provides each exhibitor with free communication aids:

- Admission vouchers (complimentary tickets worth EUR 24 each)
- 500 printed advertising stickers
- Online banner

Each printed with the exhibitor's stand number.

- Visitor flyer for use as insert in the exhibitor's mailing campaigns

- SecurityGuides (exhibition catalogues)

Each in the required quantity

## 15. Co-exhibitors

Co-exhibitors are companies which appear on the exhibitor's (direct exhibitor's) stand and present their own products with their own personnel. Their independence must also be recognizable without physical separation. Co-exhibitors are only admissible if they fulfill the conditions for participation in the event and the information requested on the application form for co-exhibitors has been entered in full. Co-exhibitors are subject to the same conditions as the exhibitor.

## 16. Marketing package for co-exhibitors

The organizer provides a marketing package with the following services for each co-exhibitor who is properly registered and has paid the co-exhibitor's fee:

- 1 exhibitor pass
- 1 half-page advertisement (b/w) for company profile in the it-sa "SecurityGuide"
- Publication in the alphabetical list of exhibitors
- Publication in the list "Who – what – where at it-sa?"
- Publication under the heading of "New Products"
- Free admission vouchers (worth EUR 24) and extensive advertising aids (see item 14)
- Extensive PR work, visitor promotion, mailing of complimentary tickets and posting on the websites at [www.it-sa.de](http://www.it-sa.de) and [www.it-sa.com](http://www.it-sa.com), including direct links to the www addresses of the exhibiting companies
- Regular mailing of the it-sa newsletter including your press releases (15,000 addressees)
- Publication in the it-sa PressGuide
- Additional possibility of displaying brochures
- Displaying press releases in the press center
- On-site service of organizer

Product presentations in the open presentation area can be booked at extra cost (subject to availability) – all presentation videos and handouts are then posted on the Internet for a year after the exhibition and addresses of visitors asking for handouts are provided.

## 17. Exhibitor claims, written form, place of fulfillment, jurisdiction

All exhibitor claims against the organizer must be made in writing. The statutory period of limitation begins on the last day of the exhibition. Agreements that deviate from these or supplementary terms must be in writing. German law and the German text shall prevail. Place of fulfillment and jurisdiction is Nuremberg. However, the organizer reserves the right to bring his claims before the court of the place at which the exhibitor has his place of business.

# General Conditions for Participation in Fairs and Exhibitions

In case of disagreement, the Special Conditions for Participation shall have priority over the General Conditions for Participation.

## 1. Application

Applications to exhibit at a fair or exhibition (event) must be made on the official printed application form, which must be accurately completed and signed in a legally effective manner. Such an application constitutes a contractual offer to the organizer.

By signing this form, the General and Special Conditions for Participation are recognized as binding by the applicant, who is also responsible and liable for adherence to the said conditions by persons employed by him at the event.

## 2. Admission

Admission of exhibitors and listed exhibits is a matter for the sole discretion of the organizer, who will confirm same in a written stand space confirmation. This is mechanically printed and signed and valid without written signature. The contract comes into force on confirmation of admission. Reservations or conditions stipulated in the application are invalid without the written confirmation of the organizer.

If the content of the confirmation of admission differs from the content of the application form, the contract is concluded in accordance with the confirmation of admission if the exhibitor does not object in writing within 2 weeks of receipt. A legal entitlement to admission does not exist. If the number of suitable applications received by the organizer before the application deadline exceeds the amount of space available, admission will be decided at the discretion of the organizer. The organizer is also entitled to limit the listed exhibits.

Admission applies only to the listed exhibits, the exhibitors specified in the confirmation of admission and the space stated therein. Other items than those listed and admitted cannot be exhibited.

## 3. Allotment of space

Allotment of space will be made by the organizer in accordance with the product groups and arrangement of the event concerned and subject to the space available. Siting requests made in the application form will be considered as far as possible. Order of receipt of applications will not be the sole deciding factor for allotment of space.

The organizer is entitled, if necessary, to alter the size, shape and position of the allotted space. He will notify exhibitors of the necessity for such alteration immediately and, if possible, offer a comparable space elsewhere in the exhibition. If this entails an alteration in the stand rental, reimbursement or additional payment shall result. Exhibitors are entitled to withdraw their application within 2 weeks of receipt of such notification. Exhibitors must accept that the location of other stands at the beginning of the fair or exhibition may have altered since the time of admission; no claim may be made on account of such alterations.

Exchanging the allotted space with that of another exhibitor or transfer to a third party, even only in part, is not allowed without the permission of the organizer.

## 4. Joint exhibitors

Stand spaces are hired only as complete spaces and only to one contractual partner. Exceptions may be made to this rule, if necessary.

If several exhibitors wish to share a stand space, they must name a representative in their application form who is authorized to act on their behalf in negotiations with the organizer.

## 5. Co-exhibitors

The use of the stand space by another company with its own products and personnel (co-exhibitor) requires a separate application and admission by the organizer. Admission of one or more co-exhibitors is subject to a special fee. Responsibility for ensuring that co-exhibitors fulfill all their commitments shall rest with the principal exhibitor, if applicable, in addition to the co-exhibitor.

## 6. Stand rental, lien

Stand rentals and terms of payment are shown in the Special Conditions for Participation.

Payment of the stand rental must be made in accordance with the dates laid down before the allotted space may be occupied. Complaints about the invoice can only be considered if they are submitted within 14 days of invoicing.

The organizer is entitled to exercise his right of lien and sell any distrained property on the open market after written notice of intention. No liability will be accepted for damage to seized items unless deliberate or caused by gross negligence.

## 7. Withdrawal of application, cancellation of part of stand space

If the exhibitor withdraws his application, cancels part of the stand space or does not participate in the event, the organizer is entitled to use the hired stand space or the cancelled part of the space for other purposes and relet to third parties.

If the exhibitor possesses no mandatory withdrawal or termination right, he still remains obliged to pay the following cancellation fee on cancellation or partial cancellation after admission has been confirmed:

- up to 90 days before the start of the event 50%
- up to 30 days before the start of the event 80% and
- less than 30 days before the start of the event the full amount of the agreed rental for the cancelled stand space.

In each of the above cases, the exhibitor retains the right to prove that the organizer has saved costs not considered in the deduction and has benefited as a result of the cancellation, partial cancellation or non-participation. If other free spaces of the size let to the exhibitor are still available for the event, the exhibitor may not normally claim that the organizer has benefited from reletting the stand space or part of it or using it for other purposes, especially in terms of the rental obtained.

## 8. Cancellation of admission

The organizer is entitled to cancel confirmation of admission and relet the space elsewhere in the following cases:

- The stand is obviously not occupied in good time, i.e. at least 24 hours before the official opening of the event.
- The exhibitor fails to pay the stand rental at the agreed time and allows a period of grace granted by the organizer to lapse without result.
- The conditions for stand space confirmation are no longer fulfilled by the registered exhibitor or the organizer receives knowledge of grounds which would have justified exclusion if they had been disclosed earlier.
- The exhibitor infracts the organizer's site regulations.

The organizer reserves the right to assert claims for damages in such cases. The exhibitor has no entitlement to claim damages.

## 9. Cancellation of rental exhibition stands and other services

Once admission has been confirmed, the exhibitor must pay charges even if he withdraws his application or does not exhibit. The organizer also reserves the right to assert claims for damages. If the exhibitor cancels the order for rental exhibition stands and/or other services, the following cancellation fee is payable based on the value of the order.

- 90 days to 15 days before the start of the event 25%
- 14 days to 1 day before start of assembly (see Special Conditions for Participation) of the event 80%
- the full amount is payable from the start of the assembly period.

The exhibitor retains the right to prove that the requested compensation for costs incurred is too high.

## 10. Exclusion of exhibits

The organizer is entitled to demand the removal of items which have not been listed in the application form or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of industrial property rights. If this demand is not complied with, the said items will be removed by the organizer at the expense of the exhibitor. If a violation of industrial property rights by an exhibitor is proved (e.g. on the grounds of a valid court ruling against the exhibitor), the organizer may exclude the exhibitor from participating in a subsequent event.

## 11. Stand assembly, equipment and design

Stands must conform to the overall layout of the exhibition. The organizer reserves the right to forbid the erection of stands which are unsuitable or inadequate or to alter them at the exhibitor's expense.

Stands must be properly equipped and manned by qualified personnel at the specified times for the entire duration of the event. Stand fitting must be completed at the latest by the end of the period allowed for stand assembly and stands cleared of any packing materials. Removal of exhibits or dismantling of stands before the end of the event is not permitted.

Names and addresses of exhibitors must be clearly displayed on the stands. In case of discrepancies, the Special Conditions for Participation prevail over the General Conditions for Participation.

The approval of the organizer is needed if stand constructions exceed the specified height limits for stands. Consent is also needed for particularly heavy exhibits. Fixing to the hall floor is not permitted.

After the official closing of the event, basic items, insofar as these have been provided by the organizer, must be returned undamaged and in their original condition. Damage caused through negligence or not immediately notified at the time of occurrence must be indemnified by the exhibitor. Exhibits which still remain on the stands after the end of the period allowed for dismantling may be removed and stored at the exhibitor's own expense.

# General Conditions for Participation in Fairs and Exhibitions

(Continued)

## 12. Force majeure, cancellation of event

If the organizer is prevented from holding the event for reasons of force majeure or other circumstances beyond his control, he is required to notify the exhibitors accordingly without delay.

Basically, the claim to stand rental is voided, but the organizer may charge the exhibitor for work carried out to his order to the extent of the costs incurred, insofar as the result of such work may still be of interest to the exhibitor.

Should the organizer be in a position to hold the event at a later date, he is likewise required to notify the exhibitors to this effect without delay. Exhibitors are entitled to cancel their participation in the event at the new time within two weeks of receiving such notification, in which case they are entitled to refund or cancellation of the stand rental.

If the organizer is compelled to curtail or cancel an event for reasons of force majeure or other circumstances beyond his control after it has commenced, the exhibitor has no claim to any refund or cancellation of the stand rental.

## 13. Assembly and dismantling passes, exhibitor passes

Passes for exhibitors and workmen employed during the period of stand construction and dismantling will be issued to the exhibitor, if applicable. The validity of these is limited solely to the assembly and dismantling periods and does not cover admission during the event.

A limited number of free exhibitor passes will be issued to exhibitors and their employees for the period of the event.

These passes will be made out in the name of the persons concerned and must be signed. They are not transferable and only valid in conjunction with an identity card. Misuse of the passes will lead to their being withdrawn.

The number of passes issued is not increased by the inclusion of co-exhibitors. Additional passes are obtainable against payment.

## 14. Advertising

Advertising of all kinds is allowed only within the stand space rented by the exhibitor for his own firm and only for products and/or services produced or distributed by him, insofar as these have been listed in the application form and admitted.

The use of apparatus and equipment to achieve an increased advertising effect by optical and/or acoustic means requires the written consent of the organizer. Advertising outside the stand space rented by the exhibitor is only possible as part of the advertising and sponsoring measures offered by the organizer. Advertising of a political nature is forbidden.

## 15. Photographs, drawings, films

The organizer is entitled to have photographs, drawings and films made of the exhibition, exhibits and exhibition constructions and stands and to use these for publicity or press purposes without exhibitors being able to object for any reason. This also applies to photographs produced directly by the press or television with the consent of the organizer.

For photographs, drawings and films of stands against payment, exhibitors must only use service contractors authorized by the organizer and in possession of a relevant permit. Only these service contractors may be commissioned before or after the official daily opening hours. Other service contractors are not admitted during these hours.

Exhibitors are not permitted to produce photographs, drawings and films of the stands and exhibits of other exhibitors.

## 16. Direct selling

Direct selling is not allowed unless expressly permitted by the Special Conditions for Participation, in which case objects for sale must be marked clearly with their prices. Exhibitors are responsible for ensuring that they obtain the necessary permits from the relevant trade and health authorities and comply with regulations.

## 17. Cleaning

The organizer is responsible for general cleaning of the grounds and hall passages. Stand cleaning is the responsibility of exhibitors and must be completed daily before the opening of the event. Exhibitors are to use the service contractor engaged by the organizer for stand cleaning.

## 18. Supervision

The organizer will arrange general supervision in the exhibition center. This shall not affect the liability provisions of item 19.

Exhibitors are strongly recommended to make their own arrangements for the security of their stands and exhibition items and effect appropriate insurance cover. Valuable items which can be easily removed should be locked away at night.

Additional stand supervision is available at the exhibitor's own expense by using the service contractor engaged by the organizer.

## 19. Liability, insurance, accident prevention

The organizer bears unlimited liability only in cases of intent or gross negligence and for damages due to loss of life, bodily injury or damage to health.

In all other cases the organizer shall be liable only

- in the event of a breach of cardinal obligations. Cardinal obligations are obligations of fundamental importance for the proper execution of the contract and which the exhibitor can expect to be regularly fulfilled;
- if the organizer is legally obliged to take out liability insurance cover or this is usually the case;
- if the organizer has claimed a special degree of trust or occupies a qualified position of trust.

In these cases, however, the organizer is only liable for typical foreseeable damage (hence not usually liable for consequential damage) and then only up to a limit of EUR 100,000 for each case of damage. The liability limitation applies only to businessmen, juristic persons under public law and special public assets. Moreover, liability due to slight or ordinary negligence is excluded. This liability limitation also applies to the conduct of the organizer's performing and vicarious agents. The exhibitor/co-exhibitor or joint exhibitor is liable for any damage to persons or objects caused culpably by himself, his employees, his representatives or his exhibits and equipment.

The exhibitor is obliged to fit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associations. The organizer is entitled to prohibit the exhibition or operation of machinery and/or equipment at his discretion.

## 20. Protection of industrial property rights

Protection of copyright or other patent rights of exhibits is the responsibility of the exhibitor. A six-months period of protection from the beginning of an exhibition by reason of the law relating to the protection of inventions, samples and trade marks of 18 March 1904 (RGBl. page 141) only takes effect if the Federal Minister of Justice has published a relevant announcement in the Bundesgesetzblatt (Federal Law Gazette) for the event concerned (see Special Conditions for Participation, Exhibition priority).

## 21. Site regulations, contraventions

Exhibitors agree to accept the site regulations during the event in all parts of the exhibition center. The instructions of the organizer's employees, who possess official identity cards, must be complied with.

Contraventions of the General and Special Conditions for Participation or instructions within the framework of the site regulations shall entitle the organizer, if such contraventions continue after warning, to immediate closure of the stand at the exhibitor's own risk and expense and without claim to compensation.

## 22. Place of fulfillment and jurisdiction

The place of fulfillment is Nürnberg. The same applies to the place of jurisdiction when the exhibitor is a merchant in his own right or a juristic person under public law or does not have a general inland place of jurisdiction. The organizer is also entitled to take legal proceedings against the exhibitor at the exhibitor's general place of jurisdiction.

## 23. Data protection

Personal data are collected, processed and used by the organizer and, if applicable, by service partners in accordance with the provisions of the German Federal Data Protection Act and other relevant data protection regulations for the purpose of providing support and information for customers and potential customers and for handling the services offered. In submitting the application the exhibitor consents to the use of his e-mail address.

## 24. Severability clause

If any provisions of these Conditions for Participation are partially void or incomplete, this shall not affect the validity of the remaining provisions and the contract. In such cases, the parties agree to replace the void or missing provision by a provision that most closely relates to the business purpose intended by the parties.

# Supplementary Agreement to the General Conditions for Participation in Fairs and Exhibitions

## Bavarian Venue Regulations

### Application in the Exhibition Centre Nuremberg

#### 1. Assurance of public safety and order

The exhibitor shall comply with all public safety regulations, in particular with the Bavarian Venue Regulations. The exhibitor is obliged to exhibit only properly maintained and protected equipment and exhibits in the exhibition halls and these must comply with all statutory regulations on the technical safety of equipment.

#### 2. Emergency routes

Emergency routes in the exhibition halls must be kept clear at all times, including during assembly and dismantling. Contraventions will be fined.

#### 3. Articles used in the halls

Requisites, decorations and other articles must be made of fire-resistant material. Pyrotechnic articles, combustible liquids and other combustible material, especially packaging material, may only be kept in special areas provided by NürnbergMesse.

The operation of laser systems is subject to compliance with the relevant industrial safety regulations, including in areas accessible for visitors.

#### 4. Fire regulations and safety concept

NürnbergMesse has issued fire regulations, which are displayed throughout the exhibition centre and are part of the contract.

In connection with the enforcement of the Bavarian Venue Regulations, NürnbergMesse in consultation with the responsible authorities will draw up a safety concept, which will be implemented by separate arrangements as part of the existing contracts.

#### 5. Security staff, security manager

The maintenance of public safety and compliance with the requirements of the Bavarian Venue Regulations are monitored by special security staff; the security manager is authorized to issue binding instructions, especially if the safety of the event is at risk.

#### 6. Event director and event equipment director

The event director appointed by NürnbergMesse shall ensure compliance with the public safety regulations and particularly the Bavarian Venue Regulations. The event director is also authorized to close the event. Compliance with instructions issued by the event director is compulsory.

The name of the event director and his deputy must be announced in writing a suitable period of time before the respective event.

The event director shall be informed immediately of any special occurrences that could adversely affect the safety of the event.

The event equipment director must ensure the safety and operability of the technical facilities at the venue in terms of fire prevention during the official opening times of the event.

The event director or his deputy shall be present personally throughout the official opening time of the event, and the event equipment director or security manager shall be present during the assembly and dismantling periods as well.

#### 7. Safety instructions

The regulatory authorities, event director, event equipment director and security manager are authorized to issue instructions within the framework of the safety regulations. Compliance with these instructions is compulsory.

## Bavarian Health Protection Act

### Application in the Exhibition Centre Nuremberg

1. **No general** ban on smoking applies in the halls and service areas of the Exhibition Centre Nuremberg.
2. Smoking is prohibited in congress halls, conference rooms, restaurants, cafeterias and mobile catering areas in halls.
3. Smoking is prohibited on exhibition stands if food and drinks are **sold** there.
4. Smoking is prohibited at cultural and sport events or events similar to sport events.
5. The individual exhibition or congress organizer may deviate from this ruling and prohibit smoking at his event.