

Organiser:

Reitmeier Input Management Services GmbH
Haldenbergerstraße 28
80997 Munich · Germany
Managing Directors:
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Trade Show for Research, Data & Insights

28 and 29 October, 2020 · MOC Convention Centre Munich · Germany
www.research-results.com

General Terms and Conditions for Trade Show Participation

1. Scope of Application, Conclusion of Contract, Place and Time of Event

1.1. These terms and conditions apply to the contract between Reitmeier Input Management Services GmbH, Haldenbergerstraße 28, 80997 Munich as the organiser of the trade show Research & Results (hereinafter "Organiser") and the exhibitor. By registering, the exhibitor accepts these terms and conditions.

1.2. In addition, the terms and conditions, the house rules, the technical provisions and the safety regulations of Messe München GmbH, as the hall operator, apply, and by registering the exhibitor also accepts these as a component of the contract, renders himself subject to them, and can request them from the organiser at any time.

1.3. Any deviating terms and conditions by the exhibitor only apply if the organiser has explicitly accepted them in writing.

1.4. The trade show will take place at Messe München GmbH – MOC Veranstaltung- und Ordercenter, Lilienthalallee 40, 80939 Munich, Germany. The organiser will make use of the event area in accordance with a rental agreement with Messe München GmbH.

1.5. The trade show is scheduled for 28 October 2020 and 29 October 2020. The opening times on 28 October 2020 are 9:00 to 18:30, and on 29 October 2020 from 9:00 to 17:30. The trade show is open to all industry professionals during these times.

2. Stand Registration and Reservation

2.1. Exhibitors can only register using the registration forms provided by the organiser. The exhibitor must enter their information on the registration form duly, correctly and in full. The deadline for registration is 29 May 2020.

2.2. The registration is a contract proposal by the exhibitor and its acceptance requires an express confirmation of participation from the organiser. The exhibitor is bound to the registration until 14 days after the registration deadline. Exhibitors are bound for 14 days after the date of the registration to all registrations received after the registration deadline.

2.3. Exhibitors can request a certain exhibition space as their preferred space in the registration form. The organiser will try to accommodate all requests. However, exhibitors are not entitled to a certain space. In particular, there is no entitlement to a certain space even if the exhibitor has been allocated the same exhibition space repeatedly in past.

2.4. No entitlement to participate can be deduced from a reservation unless the organiser expressly made the reservation a binding one.

2.5. A stand will be assigned strictly to one main exhibitor. The incorporation of sub-exhibitors is possible; they will be referred to as co-exhibitors. Main exhibitors will be liable for all damages caused by co-exhibitors or their agents as for their own.

3. Confirmation of Participation

3.1. The acceptance of the exhibitor's proposal for participation in the trade show is issued through a confirmation of participation by the organiser within the binding period. The contract between the exhibitor and organiser is concluded through the written confirmation of participation. The exhibitor will then also receive the technical documents on the hall planning.

3.2. The organiser will decide upon participation at its own discretion, taking into consideration the capacity, the objectives of the fair and conceptual reasons; these include, in particular, the attainment of the trade show's objectives and achieving a good mixture of different vendors. There is no entitlement to participation. The organiser retains the right to turn down exhibitors, in particular when there is insufficient space available. Competition exclusion is not possible. In the case of equally suitable applications, the first application received will be prioritised (priority principle). Registrations are equivalent to reservations with regard to the order of priority of approval; this includes advance reservations completed at the previous trade fair.

4. Stand Assignments

4.1. Stands are assigned by the organiser on the basis of various criteria. In particular, these include the size of the available space, conceptual aspects of visitor management, the objectives of the fair as well as design-related and structural aspects.

4.2. In the case of two or more suitable requests for the same stand space, the first application received will be prioritised (priority principle).

4.3. Final stand assignments will normally be disclosed along with the confirmation of participation. Exhibitors must be aware that, due to technical reasons, a small reduction in the stand space may be necessary. This is not a reason for a reduction in costs unless the reduction in size is greater than 15 cm in length and width.

4.4. The organiser reserves the right to change the space allotted to the exhibitor at any time if that becomes necessary, especially to clear escape routes. Exhibitors will be notified about the change as soon as possible. If this is a major change, which the exhibitor finds unacceptable, the exhibitor has the right to withdraw from the contract within 3 business days of receiving notice of the rearrangement. The withdrawal must be submitted in writing. A shift of only a few meters is a negligible rearrangement and does not justify a withdrawal from the contract.

4.5. The organiser has the right to change escape routes, entrances and exits, emergency exits and thoroughfares if this is imperative.

4.6. Structural elements of the hall (support beams, etc.) are already included in the calculations and are not grounds for a reduction of costs. Rent is only for the actual area; this does not include stand walls or the like.

5. Obligations and Duties of the Exhibitor

5.1. The following generally applies: If the organiser fails to check, take action on or punish infringements against these terms and conditions and other agreements, this does not lead to an acquiescence of those infringements, and also not to a claim by the exhibitor to the continuance or preservation of the status quo of actions or omissions that are in breach of the contract, the law or that are improper in some other way.

5.2. Unless otherwise agreed, the exhibitor commits to the following: Pay the participation price and all ancillary costs; set up, operate and dismantle their own stand area; dispose of their own rubbish; clear away their own packaging and promotional material; operate and staff their own stand area in accordance with these terms and conditions; bring their own promotional material; meet all their payment obligations, e.g. GEMA, artists' social insurance, permits etc.; comply with these general terms and conditions.

5.3. The exhibitor bears the costs incurred for fulfilling these duties.

5.4. Exhibitors must set up and operate their stands in a way that does not go beyond the space allocated to them and that does not disturb or interfere with other exhibitors.

5.5. In the spirit of mutual consideration, the exhibitor must avoid causing disruptions of any kind for other exhibitors. In particular, they must avoid causing noise disturbance. Accordingly, the use of amplifiers and loudspeakers is only allowed with the organiser's permission. Radio, TV sets, tape players and other playback devices must be set at room volume level. The use of wireless headphones is recommended for presentations.

5.6. The exhibitor is responsible for operating the stand safely. The exhibitor must observe all legal regulations such as local, building-law and police provisions, as well as labour-law and trade-law regulations (e.g. environmental protection, fire prevention, accident prevention). An inspection by the organiser, the fire services or the regulatory authorities, for example, does not release the exhibitor from their responsibility.

5.7. Furthermore, the exhibitor must comply with all legal requirements in accordance with German law. This includes, in particular, the regulations on price labelling, trademark law, copyright law, data protection and competition law.

5.8. The stand may not be changed or expanded in terms of its position or size.

5.9. The exhibitor must comply with instructions issued by the organiser or regulatory/safety staff. No claims arise against the organiser as a result of this insofar as the organiser is not responsible for making it necessary to issue those instructions.

5.10. The organiser and its staff have the right to enter the stand and all adjacent areas at any time, and to check compliance with agreements and regulations.

5.11. Set-up must start by 12:00 noon on the day before the beginning of the trade show at the latest; otherwise the stand is at the organiser's disposal. However, the exhibitor is still liable for this space's full rent (minus any expenditures saved by the organiser, if applicable, and plus any additional expenditures incurred, if applicable) along with any necessary costs for decoration so that the overall impression of the fair is not compromised. Later set-up times must be agreed upon with the organiser in advance and in writing.

5.12. Dismantling must start by 5:30 pm on the last day of the fair and be completed by 12:00 midnight. The exhibitor is obligated not to start any type of dismantling during the opening times of the fair. If the exhibitor's dismantling operations are delayed as a result of culpable conduct, the exhibitor is required to compensate the organiser for all damages. After dismantling, exhibitor spaces are to be returned clean and in the original condition. The use of materials (such as glues, etc.) is allowed only in accordance with the conditions of Messe München GmbH MOC and must be removed without leaving any residue. The organiser has the right to bill exhibitors for the removal of anything left in the hall after 12:00 midnight of the last day of the fair.

5.13. The organiser will provide guidelines for stand set-up and decoration to ensure a unified overall impression of the fair; this includes, in particular, fitting stands with side and back walls. Exhibitors must comply with these guidelines. Stand elements that exceed 2.50 m in height must be approved by the organiser. The exhibitor must obtain information about structural requirements and conditions in good time.

5.14. Gastronomical spaces must be specifically requested in the registration form and require approval by the organiser.

5.15. The stand's design and decoration must comply with the guidelines and may not hinder neighbouring stands. Aisles must be kept clear. Only flame-resistant decoration materials are to be used as allowed by law. Exhibitors are required to provide evidence.

5.16. The stand must be staffed and open to visitors during opening/visitor times. The name and address of the exhibitor must be clearly visible at the stand.

5.17. Objects/stand structures that are left behind after 12:00 midnight of the last day may be dismantled by the organiser, and stored with a contracted third-party at the exhibitor's expense.

6. Conditions of Payment

6.1. The organiser will invoice 50% of the total costs upon sending the confirmation of participation. This invoice will be due immediately and must be paid within 14 days of receipt. The remaining 50% will be due 6 weeks before the start of the trade fair, and must also be paid within 14 days of receipt of the invoice. Approvals issued within 6 weeks of the start of the fair will be billed in full and the bill is due immediately upon receipt. Due to the extreme short-notice these must be paid within 7 business days after receipt.

6.2. Rent and other fees are net amounts; the lawfully stipulated value added tax at the time of the trade show applies. Claims must be made immediately. Later claims cannot be accepted. If a third party is billed at the exhibitor's request, the exhibitor remains liable; a collective liability takes effect.

6.3. All registration costs along with the rent for exhibition space for the main exhibitor and any registration costs along with additional rent for co-exhibitors are based on the amounts stated on the registration form.

6.4. Upon the expiration of the period allowed for payment, the exhibitor is in default even without a special demand for payment. The default interest is 9% above the effective base lending rate; other fees for damages caused by the delay may apply. €5.00 will be charged for each reminder issued. Exhibitors may provide evidence to show that no or lower damages were incurred.

6.5. Auxiliary services are billed separately.

7. Services Provided by the Organiser

7.1. The services provided by the organiser arise from the individual contract. Unless agreed otherwise, the organiser supplies only an empty, level-access area on the event site.

7.2. The rent for the stand includes the following services: cleaning aisles, surveillance of the fair grounds, heating, lighting and ventilation of the exhibition hall.

7.3. All additional services such as telephone, internet, electricity, water, etc. are to be requested directly from Messe München GmbH MOC using the forms found in the Exhibitor Service Booklet 2020.

7.4. Services not used by the exhibitor do not warrant a reduction in the agreed price.

8. Force majeure and other events

8.1. Force majeure in the relationship between the organiser and the exhibitor:

8.1.1. In the case of force majeure that leads to a cancellation of the trade fair or to a disruption of the contract or of the trade fair or of individual contractual services, both parties have the right to terminate the contract.

8.1.2. This is also the case insofar as 'impossibility' applies in accordance with Section 275 Par. 2 German Civil Code (BGB).

8.1.3. In the cases of clauses 8.1.1. and 8.1.2., the organiser can demand the appropriate portion of the agreed participation fees to compensate for the services already performed by the organiser as agreed in the contract and in legitimate expectation of implementing the event. Furthermore, if rendered services must be reversed in accordance with Section 346 German Civil Code (BGB), any claim to the contractual services lapses. Claims for damages and reimbursement of wasted expenses are excluded.

8.1.4. Furthermore, the parties also agree that a case of force majeure is present in the following situation: a large number of exhibitors and/or attendees cancel their

participation in advance due to what is, objectively considered, a significant event, making the trade fair no longer feasible for the organiser (for example, because the trade fair would no longer be commercially viable as a result, or because the trade fair can no longer be run in accordance with its original purpose and intention) and the organiser would never have advertised or planned the trade fair had they been aware of this situation in the beginning.

8.1.5. In the case of clause 8.1.4., a reversal is effected in accordance with Section 346 German Civil Code (BGB), and any claim to the contractual services lapses. Claims for damages and reimbursement of wasted expenses are excluded insofar as the organiser did not cause the cancellation intentionally or through gross negligence.

8.2. Potentially imminent force majeure:

8.2.1. This clause becomes effective when force majeure or impossibility in accordance with Section 275 Par. 2 German Civil Code (BGB) is still not applicable, but that it appears overwhelmingly likely or even self-evident that force majeure could come into effect. There can be situations, for example – due to an uncertainty among the public as to how to deal with the situation – in which force majeure has not come into effect, but it is becoming clear that the contractual services could be affected by force majeure or impossibility in accordance with Section 275 Par. 2 German Civil Code (BGB).

8.2.2. Where the organiser expressly issues the exhibitor with an instruction or information, the organiser may only carry out work/activities that do not result in additional costs and must exhort other service providers to cease the performance of services. Where absolutely essential and urgent services must be rendered, the exhibitor must demonstrate to the organiser the absolute necessity and the legal consequences of any further wait. The exhibitor must, on request, prove that all reasonable steps were taken to avoid or delay these legal consequences. If the exhibitor succeeds in demonstrating this, the organiser shall reimburse reasonable expenses for the work of providing the evidence.

8.2.3. In this case of cancellation, a reversal is effected in accordance with Section 346 German Civil Code (BGB), and any claim to the contractual services lapses. Claims for damages and reimbursement of wasted expenses are excluded insofar as the organiser did not cause the cancellation intentionally or through gross negligence.

8.3. Reasons of piety/respect:

8.3.1. An event in which the parties would be able to perform the contract, but material reasons of piety/respect call for non-performance is the equivalent of force majeure.

8.3.2. Such a reason of piety/respect exists when, at least in the region in which the venue is located, the authorities prescribe flying flags at half-mast or this is practiced or is imminent, or if a serious accident or disaster, or a pandemic/epidemic/plague or a serious incident (hereinafter simply "incident") happens within 48 hours of the start of the trade fair, about which there are reports in the majority of media outlets in the region of the venue, or if the incident happens more than 48 hours beforehand but reports are still present in a significant way in the majority of regional or national media outlets in the form of special broadcasts or special reports (e.g. "live ticker"), or if comparable events in Germany are cancelled due to the same incident.

8.3.3. In this case, a reversal is effected in accordance with Section 346 German Civil Code (BGB), and any claim to the contractual services lapses. Claims for damages and reimbursement of wasted expenses are excluded insofar as the organiser did not cause the cancellation intentionally or through gross negligence.

8.4. Further legal consequences arising from the paragraphs above:

In the case of force majeure or other events governed by the paragraphs above, should the rest of the contract be terminated or reversed, such provisions in the contract that govern legal questions and legal consequences after the end of the contract remain applicable (e.g. copyrights, court of jurisdiction).

8a. Duration of Contract and Termination

8a.1. The contract is concluded only for the specifically agreed trade show, and ends when that trade show, insofar as the relationship between the organiser and the exhibitor is concerned, has completely ended.

8a.2. Termination due to external circumstances: If the event is cancelled, aborted or disrupted, the organiser can terminate the contract. In particular, the organiser can terminate the contract in situations of elevated and/or unforeseen danger/risk. This also and particularly applies when the local authorities and police, on the basis of concrete indications, are unable to guarantee public order and safety, and it is unreasonable to expect the organiser and/or the exhibitor to continue with the contract for that reason, or when a relevant authority or court prohibits the trade show from going ahead.

8a.3. Consequences for payment: In cases of termination due to force majeure, the legal consequences outlined in clause 8 apply. In cases of termination for other reasons for which the exhibitor and the organiser are not responsible, the organiser must only pay for the share of the exhibitor's obligations that the exhibitor had already fulfilled before the time of termination and that cannot be utilised or whose utilisation is omitted in bad faith.

8a.4. Termination by the organiser for cause: In addition, the organiser also has a right to terminate for cause when:

- the prerequisites for the exhibitor's participation are not or are no longer fulfilled,

and cannot be restored in time before the trade show and can also not be definitively ensured,

- when the exhibitor is in violation of these terms and the violation cannot be stopped or remedied, or not in time before the trade show and also not definitively,
- there is a good cause that makes a further collaboration between the organiser and the exhibitor unreasonable, and the cause cannot be stopped or remedied, or not in time before the event and also not definitively,
- due payments are not made by the exhibitor or are not made in full,
- the exhibitor fails to carry out necessary or agreed measures that serve or would serve the safety of visitors or other participants,
- defects for which the exhibitor is responsible are discovered which could endanger the health or life of a third party,
- the exhibitor has failed to disclose information that is important for assessing the risk situation and/or for the exhibitor's staff or assistants and/or their customers,
- required official permits and licences, which the exhibitor was responsible for obtaining, have not been obtained,
- the exhibitor does not fulfil official/regulatory requirements.

8a.5. A prior warning or deadline, etc. is only necessary when it is certain that the grounds for termination is avoided/does not apply, and a continued adherence to the contract is acceptable for the organiser, and the exhibitor pays all the additional costs incurred as a result of the warning or deadline and other necessary measures in advance, or collateralises them appropriately through the provision of an unconditional security deposit.

8a.6. Consequences for payment: If the organiser terminates for cause, the organiser owes the payment apportioned to the part of the obligations fulfilled by the exhibitor up to the termination, and insofar as the obligations fulfilled by the exhibitor up to the point of termination are utilisable for the organiser in a reasonable manner and the organiser does not refrain from utilising them in breach of trust or within the framework of reasonable efforts to keep damages to a minimum.

8a.7. Termination by the exhibitor: The exhibitor cannot terminate the contract unless there is good cause for a termination. Good cause only exists if, in consideration of all the circumstances of the individual case and weighing up the interests of both sides, the exhibitor cannot reasonably be expected to continue the contractual relationship to the completion of services and/or until the agreed termination. In such cases, the exhibitor can terminate the contract without observing a period of notice. Good cause does not exist in cases where the exhibitor does not want to or is unable to fulfil the contract because of a lack of time, money or staff, or for any other purely internal or unilateral circumstances.

8a.8. Consequences for payment: If the exhibitor terminates for cause, the organiser is entitled to payment of the sum apportioned to the part of the services rendered up to the time of termination.

9. Security

9.1. General surveillance of the trade fair will be provided by the organiser or a contracted third party with no liability for losses or damages as long as there is no proof of intent or gross negligence. Furthermore, the liability provisions in Item 15 apply accordingly.

9.2. The main/co-exhibitor is responsible for surveillance and security at individual exhibition stands for the entire time frame of the fair. Guards for individual exhibition spaces must be agreed upon by the organiser.

10. Sales, Advertising, and Light, Sound and Video Installations

10.1. The sale of goods is not allowed.

10.2. Without prior approval by the organiser, advertising booklets, brochures, pamphlets, magazines and the like may only be disseminated from the booked stand. Prior approval from the organiser is required for any promotion teams working outside of the booked stand and for any competitions and the like.

10.3. The use of light, audio and video installations as well as any related presentations must be agreed upon and approved by the organiser. The exhibitor is responsible for having all necessary licenses (GEMA, etc.) and these must be submitted before the event begins.

11. Subletting

11.1. Subletting or accommodation of a co-exhibitor is only allowed in instances approved by the organiser.

11.2. Co-exhibitors are to be correctly indicated in the registration and must abide by the terms of the contract in their entirety.

11.3. Co-exhibitors must pay a separate registration fee as well as a co-exhibitor flat rate. All fees are listed on the registration documents. The registration fee for a co-exhibitor is currently € 530.00 and the co-exhibitor flat rate is € 1,550.00, thus a total of € 2,080.00 is due per co-exhibitor.

11.4. Co-exhibitors who are not registered can be approved subsequently by the organiser; the exhibitor must settle the costs for any co-exhibitors in this case.

11.5. If non-approved co-exhibitors are not subsequently approved by the organiser, the main exhibitor must settle all costs incurred in the removal of the co-exhibitor by the organiser and by the co-exhibitor, as well as any additional costs incurred in any way.

11.6. The exhibitor does not have the right to pass on the stand to a third party or to place it completely at a third party's disposal.

12. Joint Debtors and Representation

12.1. Exhibitors and co-exhibitors are liable to the organiser as joint debtors.

12.2. When there is more than one exhibitor, one person must be named who will represent the group. All correspondence, etc., sent to this person are considered by the organiser as having been received by all members.

13. Photography, Videotaping and Copyrights

13.1. Taking photographs and making audio/video recordings is not permitted at the trade show and associated events. Violators will be prosecuted according to law. If you have a valid reason for doing so, you may ask the organiser for an exemption. If a special permit is issued, the exhibitor alone bears full responsibility for complying with the legal preconditions, in particular for ensuring that the parties concerned are properly informed about the data processing. The exhibitor indemnifies the organiser completely from all third-party claims. The organiser is under no obligation to grant this exemption.

13.2. The organiser has the right to take photographs and make video recordings at the trade fair, taking into consideration the personal rights of guests and the rights of third parties, and to use these for reference purposes and promotional purposes, unless the exhibitor expressly objects to that in advance for a compelling reason. The organiser has the right in all cases to produce pictures/footage for documentation and evidence purposes.

13.3. The exhibitor is solely responsible for the protection of their rights (property rights, copyrights, etc.). Rights of third parties must not be infringed. Claims for the infringement of commercial copyrights cannot be brought against the organiser, instead only against the injuring party.

14. Data protection and publication of the exhibitor's name, the data of visitors

14.1. The exhibitor should note that their name and address as well as other personal data (data of the staff on the trade fair stand in order to produce the exhibitor ID cards, etc.) is, where necessary, stored and processed by the organiser using electronic channels for the purpose of executing a contract. The exhibitor should also note that their name and address are published in the trade fair catalogue and made publicly available on the organiser's websites, and passed on to third parties as part of advertising measures, for the purposes of executing a contract, marketing and promoting the trade fair. Your attention is drawn to the separate information on data processing for exhibitors at the Research & Results trade fair that is communicated to the exhibitor when they register. It is possible for the exhibitor to arrange with the organiser to change or add to the personal information contained in the fair catalogue. The exhibitor confirms that the personal data of the staff submitted to the organiser has been legally obtained and may be used/processed as agreed. The exhibitor is aware that their data, as well as the data of their stand staff is passed on after the end of the event to all exhibitors for use and further processing for their own purposes. The exhibitor agrees to this and has the required written consent from the relevant staff or they have ensured in some other way that a legal basis exists for the data processing and transfer in accordance with data protection law. The exhibitor has given the stand staff and all third parties in his sphere of influence (employees, assistants, contact persons, subcontractors) the information on data processing for exhibitors as part of the Research & Results trade fair in accordance with Article 13/14 GDPR, and will prove this if requested to do so by the organiser.

14.2. When registering for and participating in the trade fair, the exhibitor passes on their business and participant data as well as their logo and, if applicable, the names of speakers and their photos, as well as the content of workshops/presentations on an online data form provided by the organiser. The data entered on this form is used and processed for the event, e.g. published in the catalogue and on the internet. The exhibitor is responsible for the admissibility of this data transfer to the organiser, and ensures that they have entered the data carefully and correctly and that no third-party rights have been infringed (naming rights, personal rights, etc.). In the case of a claim made upon the organiser by a third party in the context of a rights infringement of the third party based upon the data, he will indemnify the organiser against any liability, replacing all costs incurred, such as legal costs. A right to publish all data is not granted. The data should be transmitted to the organiser via the internet mask no later than 28.08.2020. After expiration, there is no right to inclusion in the exhibition catalogue.

14.3. Three weeks after the end of the event at the latest, the exhibitor will receive a list of all visitors to and stand staff at the trade fair as well as a list of the participants who attended the workshops booked by the exhibitors. These lists include gender, title, company, first name, surname, address and the country. However, email addresses are expressly not passed on to exhibitors. The exhibitor can process the data for their own purposes, in particular for statistical, market research, advertising and marketing purposes. The lists are available only in digital format and can be downloaded by exhibitors via a password-protected link. The organiser will inform the exhibitor of the password in good time.

14.4. Once the exhibitor has accessed the data, they too become a data processor within the meaning of data protection law. The exhibitor is bound to use the personal data they have received within the framework of the trade fair in accordance with German data protection regulations and EU data protection law and to comply with these data protection regulations. The exhibitor therefore also commits to irrevocably erasing the data if it is no longer needed or if the legal basis for the processing no longer applies. They also expressly commit to uphold the rights of data subjects and to take sufficient technical and organisational measures to protect this data. The data must not be passed on to any third party. Exhibitors from the EU

or a safe third country (Art. 45 Par. 1 GDPR) are given access to the lists without additional checks by the organiser. Exhibitors from countries that do not have an adequate level of data protection must sign the standard EU contractual clauses with the organiser before they are given access to the visitor data.

14.5. The organiser provides the exhibitor with the option of a "lead tracking" service through a system by the visitor registration company convey ("LeadSuccess"). If taking part in lead tracking, the exhibitor rents a scanner (physical or via an app). Visitors to the exhibitor's stand can then give the exhibitor permission to scan the barcode on their badge. Exhibitors may only scan the badges at their own exhibition stand. Scanning badges anywhere else, in particular scanning the badges of workshop participants, is expressly prohibited; that may only be done by the organiser. When badges are scanned, the contact details entered by the visitor when registering (company name, form of address, title, surname, first name, company, street, postcode, town/city, email and, if applicable, sector information and any other data provided by the visitor) are transmitted to the exhibitor. According to the organiser's interpretation of the law, there is a shared responsibility for the data processing pursuant to Article 26 GDPR. As a result, the registration form for the trade show includes a note about the conclusion of a contract pursuant to Article 26 GDPR, together with a link to the contract text. By registering for the trade show, the exhibitor submits the offer to conclude this contract. By issuing the confirmation of participation, the organiser accepts this offer of a contract. The exhibitor must perform all further data processing of the data transferred in this way in compliance with German and European data protection regulations.

15. The Organiser's Guarantee and Liability

15.1. A liability under a guarantee is excluded.

15.2. The right to reduce the price is also excluded. The exclusion of the right to reduce the price does not apply for shortcomings that have been maliciously concealed by the organiser or for features promised by the organiser. Furthermore, this exclusion does not apply for claims by the exhibitor that are indisputable or that have been determined by a court. Price reductions are also only excluded insofar as the exhibitor is prohibited from asserting the reduction through a rebate of the agreed price. The exhibitor can/must assert and enforce any claims of restitution themselves.

15.3. Any liability for the organiser for possible defects in the object of the contract present before the conclusion of the agreement is excluded unless these have been maliciously concealed by the organiser or if they relate to property damage caused intentionally or grossly negligently by the organiser or his employees or agents, or if it relates to injury to life, body or health for which, as a result of intent or any negligence, the organiser or his employees or agents is responsible.

15.4. The organiser assumes no liability for any objects the exhibitor brings onto the trade show site, unless agreed otherwise in 15.6. The exhibitor stores these objects on the trade show site at their own risk.

15.5. Section 539 Par. 1 BGB (German Civil Code) is excluded.

15.6. The organiser is only liable for property damage and financial losses for the exhibitor caused by slight negligence on the organiser or his agents' part in cases of a breach of a material contractual obligation whose fulfilment makes possible the proper execution of the contract in the first place and upon whose fulfilment the exhibitor can ordinarily rely. The extent of this liability is limited to the foreseeable damages at the time the contract was concluded, whose incurrence could typically be expected. The organiser bears unlimited liability for property damage and financial losses suffered by the exhibitor when these are caused intentionally or grossly negligently by the organiser or his agents.

15.7. The organiser bears unlimited liability for damage to life, body and health suffered by the exhibitor when this is caused by the organiser or his agents, i.e. for any kind of negligence and for intent. The liability limitations outlined in 15.6. do not affect claims based on product liability or based on cases of liability prescribed by law.

16. Contractual Penalty

16.1. The exhibitor must pay an appropriate contractual penalty for each case of a culpable breach of the contract. In this case, the organiser can determine the amount of the contractual penalty at his own discretion, and in disputed cases, the appropriateness of the amount can be assessed by the court responsible for our registered office.

16.2. Any claims for damages beyond this are not affected by the contractual penalty.

16.3. This contractual penalty obligation continues to apply within the framework of statutory limitation even after the end of the contract if the reason for the triggering of the contractual penalty only arises after the end of the contract or only becomes known to the organiser after the end of the contract.

17. The Exhibitor's Guarantee and Liability

17.1. The statutory provisions of the German laws on contracts and services apply for the organiser's warranty claims against the exhibitor.

17.2. As part of their duty of care in accordance with Section 278 BGB (German Civil Code), the exhibitor must assume responsibility for the culpability of persons who come into contact with the object of the contract at their instigation (e.g. their employees, guests invited by them, customers or tradespeople employed by them, haulage contractors, technicians) insofar as these people did not cause this damage in an opportunistic manner and/or come under the responsibility of the organiser.

17.3. The exhibitor carries the burden of proving that the person who caused the damage does not fall under their duty of care in accordance with Section 278 BGB (German Civil Code).

18. Liability for the Exhibitor's Sub-contractors

18.1. If a sub-contractor working for the exhibitor causes damage, the organiser can choose to proceed primarily against that sub-contractor in the first place.

18.2. In this case, the exhibitor must name the sub-contractor and provide an address for service, and must cede all his due rights and claims against this sub-contractor to the organiser, and must provide the organiser with all the information and documentation necessary for asserting the claim, and, insofar as is possible, name his own employees and persons as witnesses, providing an address for service.

18.3. The organiser is free to proceed against the exhibitor at any time if the exhibitor, as the main contractor, commissioned the sub-contractor. In this case, the organiser must transfer back to the exhibitor their original rights and/or claims, and hand back any original documents.

19. The Exhibitor's Indemnity Obligation

19.1. The exhibitor must free the organiser from all third-party claims and costs that arise from a third-party claim where the claim is based on a breach by the exhibitor against one of the provisions agreed on here, agreements from an individual order, from a later agreement, or against a statutory or other regulation or any other unlawful conduct.

19.2. This indemnity obligation continues to apply within the framework of statutory limitation even after the end of the contract if the claim only arises after the end of the contract.

20. Miscellaneous

20.1. The organiser is authorised to enforce the house rules; people, exhibitors and visitors who attempt to disrupt or influence the trade fair negatively can and will be removed from the premises. Any suspension from the premises will be enforced for the length of the trade fair and can also be applied indefinitely. A suspension can be reversed if the removed person can prove that they will not be the cause of further disruptions; to this end restrictions may be issued. The house rules of Messe München GmbH MOC along with any special regulations of the organiser will be in effect. Overnight stays on the trade show site are prohibited.

20.2. Claims against the organiser may not be assigned to another party. Furthermore, the right to settlements or the right of retention is excluded, unless it is an undisputed or established legally binding claim.

20.3. The organiser is entitled to a leaser's lien for all unfulfilled claims and the resulting costs and is thereby entitled to confiscate the used trade fair objects of the exhibitor and possible co-exhibitors. The organiser is not liable for damage to confiscated objects. The organiser reserves the right to sell the confiscated objects to cover all costs after notifying the exhibitor in writing if the exhibitor is in default for a period of 14 days. In such a case, it is presumed that the confiscated objects are the exhibitor's property, unless there is proof of the opposite.

20.4. Each exhibitor will receive up to 4 exhibitor badges for an exhibition stand of 6 m². If necessary, additional badges will be provided proportionately for larger spaces; a maximum of 10 badges per exhibitor may be provided. Co-exhibitors will receive up to 3 badges. If any exhibitor requires more than the allotted maximum number of badges, the organiser, even though not obligated to do so, may issue additional badges at its discretion and if possible.

20.5. The place of execution is Munich. The place of jurisdiction for commerce is also Munich. The laws of the Federal Republic of Germany apply, UN law does not apply.

20.6. Should individual clauses in the general terms and conditions be invalid, either totally or in part, corresponding general legal regulations will take effect in place of the invalid clauses. The validity of the contract as a whole and the remaining general terms and conditions will not be affected.

20.7. The Wi-Fi provided free of charge by the organisers is intended exclusively for use by visitors to the trade fair; it may not be used by exhibitors. The exhibitor shall be liable for all damage and infringements of rights arising from the exhibitor's use of the free Wi-Fi provided exclusively for use by visitors. The organiser is expressly not obliged to guarantee the availability of the Wi-Fi and shall not be liable for interruptions or performance fluctuations in the Wi-Fi provision or any damages arising from that.

20.8. The workshops/presentations held during the trade fair are provided by the exhibitors, who are solely responsible for the organisation and delivery of those workshops/presentations. The respective exhibitor is solely responsible for the content presented in the workshop/presentation. Exhibitors who have booked one or more workshops/presentations must take part in a free technical check on the set-up day, in which the exhibitor's presentation(s) are checked by a technician appointed by the organiser in order to ensure that everything runs smoothly. If the exhibitor fails to take part in this technical check, the organiser does not assume any liability should a technical malfunction occur.

20.9. Separate agreements must be in writing.

Munich, 11 March, 2020