



## General Terms and Conditions of Participation

In the interests of the exhibitor and to facilitate the course of business, the specific 'Terms and Conditions for Exhibitions of the Fachverband Messen und Ausstellungen e.V.' [a professional trade fairs and exhibition association], i.e. the FAMA Terms and Conditions, see following pages; together with the following Special Terms and Conditions for Exhibitions and the Data Privacy Declaration, apply as consolidated terms and conditions for exhibitors at the Internationale Kulturbörse Freiburg (IKF).

For better readability in these conditions of participation, the generic masculine is used. Discrimination within the meaning of § 1 AGG, of any kind whatsoever, is not intended.

## Special Terms and Conditions for Trade Fairs and Exhibitions

### 35<sup>th</sup> Internationale Kulturbörse Freiburg (IKF) – Trade Fair for Stage Productions, Music and Events 22. January – 25. January 2023

#### Venue

Messe Freiburg [Freiburg Exhibition Centre]  
Neuer Messplatz 1  
79108 Freiburg i. Br.  
Germany

#### Exhibition Opening Hours

Mon. 23. January 2023 - Wed. 25. January 2023: daily 10:00 am-07:00 pm

#### 1. Application and Acceptance

The exhibitor's application to participate in the event shall be accepted by Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG [FWTM – Freiburg tourism and events management], based on the information provided in the application. An automatic confirmation e-mail shall be issued on receipt of registration details sent by electronic means, but it will not in any way represent a final confirmation. Based on this information and following acceptance by FWTM, the exhibitor will become a contractual partner in the 35<sup>th</sup> IKF 2023. Confirmation of acceptance, incl. a plan of the exhibition hall and the designated stand, shall be sent out separately to the exhibitor. FWTM shall endeavour to take into consideration the exhibitor's preferences with regard to the allocation of the stand but has no specific obligation in this regard. Stand allocation will take place from the end of July 2022. FWTM may withdraw from the contract or terminate the contractual relationship without notice, if the application is accepted on the basis of incorrect or incomplete information provided by the exhibitor, or if the exhibitor should later be found to no longer meet the admission requirements.

#### 1.2. Safety concept | hygiene measures

Participation in the event is subject to strict compliance with the specifications of the protection and hygiene concept at the venue. Due to the dynamic development of the events in connection with the Covid 19 pandemic and the associated necessity to always adapt corresponding hygiene concepts to the current situation, the hygiene concept of Messe Freiburg is subject to change. In the event of changes, all exhibitors will be informed of the valid protection and hygiene measures by e-mail prior to the event.

The hygiene concept of Messe Freiburg is based on the currently applicable regulations of the State of Baden-Württemberg and is published on the IKF website and is updated on an ongoing basis.

According to the current valid SARS-Cov-2 regulation (as of 3 April 2022), corona proofs are no longer required. We ask exhibitors to behave responsibly and mindfully on site and to implement the following regulations on their own responsibility:

- Keeping the minimum distance of 1.5m between 2 persons.
- Disinfection of essential contact surfaces on the stand.
- Wash and disinfect hands.
- Observe the sneezing and coughing etiquette.
- Avoid shaking hands and hugging.

If you show signs of illness that may indicate infection with SARS-CoV-2, please refrain from visiting the 35<sup>th</sup> IKF 2023.

All statements currently made are subject to change. Should the German Federal Government or the Baden-Württemberg State Government tighten the measures to combat the Corona pandemic again, these will be implemented for the IKF.

The current regulations in the safety and hygiene concept of Messe Freiburg are an integral part of the exhibition conditions. By registering, the exhibitor undertakes to acknowledge and implement these.

## 2. Breakdown of Costs

### 2.1. Stand Rental in 2023 (net; for all 3 days)

Row stand 4m <sup>2</sup> min.	105.00 EUR per m <sup>2</sup>
Corner stand 6m <sup>2</sup> min.	119.00 EUR per m <sup>2</sup>
Front-end stand 12m <sup>2</sup> min.	124.00 EUR per m <sup>2</sup>
Island stand 25m <sup>2</sup> min.	135.00 EUR per m <sup>2</sup>

Included in the stand rental price:

- Carpet flooring (anthracite),
- Setting up and dismantling of the selected stand system ('Loga' or 'Octanorm' stand partition system),
- Exhibitor passes, according to the size of the stand:
  - up to 12 m<sup>2</sup> stand space: 2 exhibitor passes,
  - from 14 m<sup>2</sup> stand space: 3 exhibitor passes,
  - from 25 m<sup>2</sup> stand space: 4 exhibitor passes.

### Early bird booking

15% Early Bird Discount on stand rental (net price per m<sup>2</sup>) booked before 30. June 2022.

10% Early Bird Discount on stand rental (net price per m<sup>2</sup>) booked before 31. August 2022.

### 2.2. Mandatory Costs

#### 2.2.1. Professional association fee (former AUMA Fee)

An AUMA fee of **0.60 EUR per m<sup>2</sup>** of stand space shall be charged for the Association of the German Trade Fair Industry. This fee shall be listed separately in the invoice. AUMA upholds the various interests of the German exhibition and trade fair industry.

#### 2.2.2 Communication package

All exhibitors will be published with their own page in the online exhibitor directory on the IKF homepage as part of the communication package. The communication package is obligatory and is charged at **68.00 EUR net**. This includes the following details:

- Name company/artist incl. a logo/photo.
- Contact details (address, telephone, mobile phone, e-mail, internet)
- sector/genre information (selection fields)



- stand number
- Short description (300 characters incl. spaces)
- Picture gallery
- Video upload for up to two videos
- Free dispatch of up to 50 electronic customer vouchers (vouchers redeemed by the customer will be invoiced at 17.00 EUR net per redeemed voucher after the event)
- Advertising material (IKF flyer, various digital signature banners, etc.)
- Creation of your own digital profile for publication in the general participant directory. In addition to the name and company, exhibitors can publish further details if they wish, which will be visible to other registered visitors.

In addition, entries for represented artists/groups and/or productions can be booked optionally for an additional charge.

For the 35th IKF 2023, a print magazine will also be produced in which all exhibitors will be included in the list of exhibitors with the company name, contact details and stand number stated in the application, provided the application has been submitted by **31. October 2022**.

The **deadline** for listing in the printed magazine is **31. October 2022**, 24:00 hrs. Until then, the entry can be viewed and edited by the exhibitor at any time. After that, due to the data preparation for the magazine printing, changes are temporarily no longer possible. After approval for printing, changes can be made again by the exhibitor, but these will then only have an effect on the online list of exhibitors.

Exhibitors who register after the editorial deadline on 31. October 2022 will only be published in the online list of exhibitors.

Deviating details require the approval of FWTM. The organiser accepts no liability for any information provided in the exhibitor entry.

### 2.2.3. Standard Power Supply

An electricity connection with 230V AC power supply (power sockets of up to 3kW) shall be charged at a flat fee of 63.00 EUR per stand, incl. usage. In addition, any other standard or high-powered electricity connection that may be required can be booked as an extra service in the IKF-Lounge.

### 2.2.4. Waste Disposal

During the exhibition, the exhibitor is requested to sort its waste for recycling and to place it in the gangways at the end of each day of the exhibition. The event organiser shall be responsible for cleaning the gangways in the trade fair halls on a daily basis. For the costs of waste disposal a fee of 2.10 EUR per m<sup>2</sup> of stand space will be charged. The exhibitor shall be responsible for properly disposing of any waste produced during the periods of setting up and dismantling. Behind the trade fair halls, the appropriate bins are provided for the disposal of packaging and stand construction materials.

**All prices indicated are plus statutory VAT, valid at the time of the event.**

## 3. IKF Lounge | Services

In the IKF Lounge you can make changes or additions to the following areas up to **31. October 2022**:

- Manage exhibitor information
- Edit exhibit or Directory entry → Upload logo, bookings for 'featured artists' and 'available productions'

- Place orders for your stand (extra power supply, furniture, carpet in an alternative colour, Internet access, decorative plants, wallpapering services, lockable Octanorm cabin, additional exhibitor passes, lighting)
- Only service partners designated by FWTM may be appointed to provide electricity and water facilities, items suspended from the ceiling, security services, cleaning personnel and machinery, such as cranes, forklift trucks and working platforms. You will be issued with the corresponding contact details. Any work done by service providers must be commissioned up to six weeks prior to the event and in writing and will be directly settled with the company.

The cancellation of services after the invoice has been issued will incur a charge of 20.00 EUR.

If services are ordered, in particular furniture that is to be set up on site on the set-up day, an additional fee of 25.00 EUR is charged on top of the price. Please note that the available product selection may be limited and that extended waiting periods for delivery to your stand may apply. We recommend that you place your order early through the IKF-Lounge.

## 4. Tickets | visitor registration

All participants (exhibitors, artists, visitors, service providers) must register in order to gain access to the Messe Freiburg exhibition grounds. The corresponding tickets can be purchased in advance via the ticket shop. After successful payment, the digital ticket (PDF document and wallet file) will be sent electronically by e-mail.

## 5. Publication of personal data | data protection

Insofar as personal data is processed, this is done exclusively in accordance with the applicable legal regulations, in particular for the implementation of the contractual relationship. Data will only be passed on to third parties if the person concerned has expressly consented to this or if the passing on of data is provided for by a corresponding legal regulation. The detailed FWTM data protection declaration is attached on the following pages and is also an integral part of the Conditions of Participation.

The exhibitors' data for the respective detailed pages in the online exhibitor directory will be checked by the organiser and subsequently published on the website. Exhibitors can then maintain their data via the IKF Lounge.

If desired, exhibitors can store several pictures and up to two video links for their detail page. Exhibitors are responsible for the content shown and automatically agree to publication on the IKF website with the upload. Before publication, the video links will be checked once for functionality by the organiser. The organiser is not liable for the content shown or possible technical faults if the content of the link or images have been changed after publication by the exhibitor without the knowledge of the organiser.

Further information on the integration of YouTube videos can be found under item 3.6 of the FWTM data protection declaration.

### 5.1 Published data in the password-protected area

If desired, all participants (exhibitors, visitors and artists) can additionally register **free of charge** for the password-protected area



of the website and create a personal participant profile there. The detailed profiles will only be published in the password-protected area and will be visible to other registered participants (visitors, exhibitors, artists) to the extent previously specified. The minimum profile details consist of first name, last name, company and a mail address. In addition, further options are available to registered participants free of charge:

- Direct contact with other registered participants
- Online edition of the IKF magazine

Access data for the password-protected area will be sent after successful registration and payment of the ticket by the partner mpc networks GmbH.

Team members of artists or exhibitors must also create their own profile, which they will need in order to contact other participants.

## 6. Internet

If an Internet connection is required for purely to access emails, or to check schedules, you can use the 30 min. free Wi-Fi daily for this. For productions and videos that will be screened via YouTube or similar platforms, we recommend that you save the files on your own data carrier (flash drive, CD). Finally, we would like to point out that WLAN traffic depends on the number of users, as well as on the stand structures in the exhibition halls. Neither of these can be controlled at a trade fair. Even exhibitors' own Internet hotspots may be disrupted by this network. The best option for a stable internet connection without interference is still a direct cable connection to the data network (LAN). All connections can be booked as a service in the IKF Lounge.

## 7. Terms of Payment | Taxable Amount

We will send you your invoice for your IKF participation six weeks prior to the event by electronic mail; it is due and payable immediately. If you would like an additional copy by post, please let us know. Any complaints you may have regarding the calculation of the booth rent may only be raised within eight days after receipt of the invoice. In the event of a default in payment, the Trade Fair Management may, following prior warning, re-assign stands that have not been paid for in full. Subsequent changes to the billing address may only be made without charge, if the event organisers are notified of such a change in writing, before the invoice has been issued. After the invoice has been issued, each amendment shall incur a processing fee of 50.00 EUR per invoice. Registered exhibitors are service users and therefore eligible to pay sales tax. All services for joint stands provided in connection with participation at the IKF will be invoiced to the main exhibitor. Tax rates are determined by those applicable for the main exhibitor. Regardless of a different billing address being indicated, the invoiced services shall be taxed according to the exhibitor concerned. The latter shall be held liable, together with the recipient of the postal invoice sent out for all claims, as applicable.

## 8. Allocation of Stands

Stands will be allocated by the FWTM from the end of July. FWTM shall be responsible for allocating stands. When assigning these stands FWTM shall make every effort to take the exhibitor's wishes into account. There is no guarantee that we can assign you a specific space at the exhibition.

## 9. Stand Design | Advertising activities

The exhibitor presents itself in the assigned space with a stand and may choose to use its own stand system or either of two systems offered by the exhibition organiser. When designing the exhibition stands, partitions between neighbouring stands are mandatory. The rented rear and lateral partition walls (as many as are required to delimit the stands), pertaining to the booked stand system and set up by the trade fair management, all have a consistent height of 2.5 metres and width of 1.0 metre per wall element. If they use their own stand system, the exhibitors are kindly requested to observe the maximum height mentioned above. Stand structures exceeding 2.5 metres in height require special approval from FWTM. Structures and/or equipment must be arranged within the parameters of the stand, so that they do not impinge on neighbouring exhibitors. Requests for any special structures must be submitted to the Trade Fair Management at least two (2) months before the start of the exhibition. Apart from exhibitor documents, the exhibitor will be given its stand number which will be published in the event publications. The stand number must be affixed in the upper third of the stand facing the aisle so that it is easily seen. Affixing the booth number is mandatory and helps visitors to the exhibition to find their way around in the exhibition halls. Appropriate materials for affixing it will also be provided.

### 9.1. Stand System Designs

The walls of the **'Octanorm'** system are 1.5 cm thick and made of grey coated hardboard with an aluminium frame. Items should only be adhered to these walls with a residue-free, removable double-sided adhesive tape (e.g. Tesa Power Strips). The exhibitor shall be liable for any damage incurred to the walls, as well as for the cost of any repairs required due to the use of adhesives. The open sides of the stand can be closed off with screens.

The walls of the **'Loga'** system are 2.5 cm thick brown wooden panels and are only provided as undecorated shell elements. The exhibitor must cover these, either with textile fabric or wallpaper (painted, if necessary) using glue that is easily dissolved. The Loga system can be wallpapered by the organiser, using white woodchip paper, but this must be ordered as an additional option at a net price of 23.00 EUR per linear metre via Services. It is prohibited to paint the (unpapered) walls. All materials used must be fireproof (Class 1 fire protection). When painting the walls, exhibitors should take care to avoid damaging the carpeting in the exhibition halls. In the event of any damage within the stand area (paint marks, burn holes in the carpet, etc.), the exhibitor will not be entitled to remedy the defect. Other requirements concerning the stand design remain reserved.

**Struts and additional lateral partition walls of Octanorm stand systems:** Please note that due to technical safety requirements to ensure the stability of the stands, an additional cross strut will be integrated. The number of cross struts required shall conform to the size of the stands. These cross struts are a fixed component of the stand structure and should not be removed. In front-end stands of at least 12m<sup>2</sup>, with a 4m-wide rear partition wall (in both systems), depending on the stand systems booked for the surrounding stands, additional 1 m-wide lateral partitions shall be integrated for the sake of stability. These lateral partitions are a fixed component of the stand structure and should not be removed.

### 9.2. Advertising activities

Advertising of any kind, in particular the distribution of printed advertising matter and addressing visitors, is only permitted inside the



stand perimeters. The same applies to the presentation of walk acts. Exhibitors are not permitted to operate loudspeaker systems, music and slide presentations, or AV media of any kind – also for advertising purposes.

#### 10. Use of the Stand outside of Exhibition Hours

The use of the exhibition stand for stand parties or other purposes is exclusively outside the opening hours of the trade fair up to a maximum of 21:00 hrs. and only with the express written consent of FWTM. The application must be submitted to FWTM in writing at least six weeks before the event. The then currently applicable safety and hygiene measures must be observed.

#### 11. Setting Up

**Sunday, 22. January 2023, 08:00 am-05:00 pm**

If the setting up of the Loga system stand has not commenced at the latest by mid-day on the appointed day, it shall be wallpapered by the Trade Fair Management at the exhibitor's expense, unless the stand is required for other purposes. Anyone renting a stand will not be entitled to submit any claims for damages. Exceptions will require written approval from the event organiser. In urgent cases, where a prolonged setting-up period should become necessary – provided the hall capacity permits – an application can be submitted in writing to the Trade Fair Management for approval. *Messe Freiburg* must receive this application at least four (4) weeks before the beginning of the trade fair. Additional set-up days cannot be arranged for all halls and are in any case always subject to a charge. The fee for an additional set-up day, from 08:00 am to 05:00 pm, is 250.00 EUR. Each extra hour after 05:00 pm, until 10:00 pm at the latest, shall be charged at 50.00 EUR per hour.

On the set-up day, exhibitors can pick up their participation documents (parking permits, exhibitor and artist wristbands for access to the grounds, etc.) at the information desk in the foyer between Hall 2 and Hall 3.

#### 12. Important Notice Regarding Trade Fair Structures

It is forbidden to use glue to fasten objects to the walls, doors, glass surfaces or floors of the exhibition halls. Neither is it permitted to drive nails or drill holes into any of these. The exhibitor shall be liable for any damage and costs for repair. In case of damage (paint stains, cigarette burns in the carpeting, etc.) inside the stand space, the exhibitor shall have no right to demand removal thereof. The organiser reserves the right to impose further requirements regarding the appearance of the stand. Carpets may only be attached to the floor of the exhibition hall, if a professional-quality, residue-free removable adhesive tape is used (DIN 18365), which is designed specifically for carpets and PVC floor coverings.

#### 13. Dismantling

**Start: Wednesday 25. January 2023 07:00 pm**

**End: Thursday 26. January 2023 12:00 am**

Early dismantling of the stand and removal of stand equipment and products are not permitted. Any exhibitor found violating this agreement will be liable to pay a fine to the event organiser (FWTM) of 25% of the stand rental fee, but not less than 500.00 EUR. Stands should be returned in their proper condition. The exhibitor will be held liable for any damage caused to the stand equipment, walls, floor or site.

#### 14. The Staffing, Setting up and Dismantling of Stands

Throughout the entire duration of this exhibition and during its predefined opening hours, all stands must be properly fitted out and staffed with specialised personnel. In the event of a breach of this regulation, FWTM shall be entitled to impose a contractual penalty on the exhibitor of 25% of the stand rental fee, but not less than 500.00 EUR. FWTM may exclude the exhibitor from participating in future IKF events, if the latter fails to keep its stand staffed during the exhibition's daily opening hours, displays a range of products or services that are not approved of by the organisers, leaves the stand early, or breaches the Terms of Participation in any other way. The right to extraordinary termination of this contract and the right to seek compensation for any resulting damages caused to FWTM shall thereby remain unaffected.

#### 15. Co-exhibitors and Shared Stands

Exhibitors are not permitted to sublet the stands assigned to them, whether wholly or in part, or otherwise to swap them with or transfer them to third parties. If the exhibitor subsequently wishes to share a stand with a co-exhibitor (following an application already submitted by the main exhibitor), the event organiser should be notified and will then need to grant permission. The sharing of a stand with a co-exhibitor will depend on the size of the stand booked.

A stand shall be deemed to be shared, if a main exhibitor and at least one co-exhibitor are represented. All exhibitors at a shared stand must each rent a stand area of at least 4m<sup>2</sup>. Additional services and services for co-exhibitors may only be booked by the main exhibitor, with invoices for such services only being issued to the latter. The main exhibitor is the service user and is therefore liable to pay sales tax for all services connected with participating in the shared stand. No contract shall be concluded between FWTM and the co-exhibitor. The main exhibitor is responsible for informing its co-exhibitors in good time about the relevant booking options. The exhibitor must ensure that its co-exhibitors and any additional companies that it represents observe the Terms of Participation, the Technical Guidelines and the instructions issued by the trade fair management. The exhibitor shall be held liable for any culpable acts committed by its co-exhibitors or other companies represented, to the extent that it is held liable for its own culpable acts.

#### 16. Notification of Defects

The exhibitor must make any complaints concerning defects in the stand or exhibition space to FWTM and in writing, immediately after taking possession of the stand and no later than the final set-up day, so that FWTM can rectify these defects. Any complaints made after this date shall not be considered and shall not entitle any claims to be asserted against FWTM.

#### 17. Withdrawal/Cancellation of the Contract

If, following binding registration or the conclusion of the contract, the exhibitor is exceptionally entitled by FWTM, whether wholly or in part, to withdraw from registration or to cancel the agreement, FWTM will have the option of charging a flat-rate compensation fee (cancellation fee). The actual cancellation fee charged will depend on when FWTM receives (written) notification from the exhibitor that it wishes to withdraw from its binding application or from the concluded contract:



Date on which FWTM receives the notification from the exhibitor	Cancellation fee of the fees and payments to which FWTM is entitled during the execution of the contract
Up to and incl. 31. October 2022	100.00 EUR
1. November – 30. November 2022	50%
After 01. December 2022	100%

In addition to the flat fee for damage compensation, the exhibitor will be obliged to reimburse any costs incurred by orders that have already been placed and for which it is accountable. If the exhibitor can prove that FWTM has either suffered no damage at all, or only suffered damage that is less than what is covered by the flat fee for damage compensation, it will only be required to pay a correspondingly reduced sum. In addition to the flat fee for damage compensation, the exhibitor shall reimburse any costs arising for orders that have already been placed and for which it is accountable. Any costs arising for decorating or populating the unoccupied stands shall be at the exhibitor's expense. FWTM is entitled to withdraw from the contract, if the exhibitor violates a contractual obligation to respect FWTM's rights and legal or other interests, and if FWTM can no longer be expected to adhere to the contract. In such cases, FWTM is not only entitled to rescind, but also to demand the agreed stand rental from the exhibitor as a flat fee for damage compensation. FWTM's right to demand further compensation shall remain unaffected. The exhibitor may demand a reduction in the flat fee for damage compensation, if it can prove that a lesser injury has been incurred to FWTM. Any request to resign from a contract, or any cancellation of a contract, can only be made in writing. Contract cancellation or withdrawal is only considered legally effective when FWTM has stated its approval in writing. FWTM can give its consent under the condition that the rented stand may be rented otherwise. If the stand cannot be rented to a third party, FWTM shall, in the interest of the overall appearance, be entitled to assign the unoccupied stand to another exhibitor or use the stand for other purposes. In this case, the exhibitor shall not be entitled to claim any reduction of the rent payable for his stand. Any costs incurred for decoration or equipment for the unoccupied stand shall be borne exclusively by the original exhibitor.

**18. Special Provisions**

Exhibitors shall be solely responsible for complying with the rules and regulations for fire protection, public order, and trade. Smoking inside the exhibition halls is strictly prohibited. The use of gas cylinders inside the halls and tent-roofed areas is strictly prohibited. The use of gas-inflated balloons requires the prior consent of the Trade Fair Management. Two-storey exhibition stands will require the prior consent of the relevant public authorities. The exhibitor may only distribute sales brochures at its own exhibition stand. Promotional activities must not be carried out in the gangways or public areas. Games of chance, tombola, prize draws and sweepstakes that require the purchase of a ticket are expressly prohibited.

**19. Catering**

The catering services provided on the trade fair premises, including beer and other refreshments, shall be exclusively provided by the

contracted companies. The sale of drinks or meals (including samples) of any kind, as well as bars selling alcoholic drinks, require special permission from FWTM, as well as a licence to serve alcohol, for which the exhibitor will be solely responsible. For this, a list of the entire offerings has to be submitted in advance to FWTM. Food and drinks which smell strongly should be avoided. The distribution of food or drinks against payment requires a special permit under restaurant and catering law; this has to be obtained by the exhibitor. This will also apply to serving food and beverages (including samples), even if these are distributed free of charge, but have been supplied to the exhibitor by professional caterers. The serving of alcoholic beverages requires additional permission in compliance with the Licensing Act, irrespective of whether these drinks are served free of charge. Here again, this shall be the sole responsibility of the exhibitor. The distribution of any type of goods, including food and drink, must cease at 09:00 pm, except in the restaurants.

**20. Ban on Disposable Receptacles**

The use of disposable receptacles is prohibited. Beverages may only be dispensed in reusable containers, e.g. glasses or bottles on which a deposit is charged. A dishwashing area for daily cleaning of dishes will be made available to exhibitors. Cans, plastic beakers and non-deposit bottles may not be used. Food may not be served on disposable plates or in disposable, portioned containers.

**21. The Event Organisers' Promotional Activities**

By participating in the exhibition, the exhibitor hereby agrees to allow photos of its exhibition stand or exhibits, including any branding or other company labels found on such items, taken by or on behalf of the organiser, to be used in IKF events for advertising and communication purposes. The event organiser may use the exhibitor's name and company logo in any format (brochures, the Event Directory, advertisements, posters, websites, etc.) in advertising campaigns for IKF events, aimed at visitors and exhibitors.

**22. GEMA [German Society for Musical Performing and Mechanical Production Rights]**

As regards GEMA registration, each exhibitor must make its own arrangements and bear the relevant costs for assessing service provision prescribed by GEMA on the trade fair stand.

**23. Special Considerations Regarding Air Traffic**

Exhibitors should take note that the exhibition and trade fair site is near an airfield and the Freiburg University Clinic helicopter landing pad. The exhibitor must do everything in its power to avoid disturbing or endangering this air traffic; in particular, no light sources (e.g. laser or other intensive light sources) should be installed or used, which might disturb or even blind the crew of any aircraft or helicopter. It is expressly forbidden to use radio equipment or radio telephones that could interfere with the airfield or helicopter landing pad's radio or navigation instruments, or with the corresponding air traffic's on-board systems. Any emissions that might lead to impaired vision with regard to air traffic on the airfield and helicopter landing pad are prohibited. The Trade Fair Management would like to remind exhibitors that air traffic involves aircraft emissions, noise, etc. and this should be taken into account.



#### 24. House Rules

Overnight stays in the halls are prohibited. The exhibitor is obliged to treat the other event participants with consideration, to act with common decency, and to refrain from using the event to pursue ideological, political or other ends that are not in keeping with the purpose of the event. The Trade Fair Management reserves the right to issue house rules with further notices, deadlines and forms and at the very latest to deliver these when the stands are allocated.

#### 25. Force Majeure | Cancellation of the Event

If FWTM is forced to evacuate one or more of the exhibition areas for a brief or prolonged period, or to postpone or curtail the Internationale Kulturbörse Freiburg's events, due to force majeure or other reasons beyond its control (e.g. a power outage), the exhibitor shall not have any subsequent right of withdrawal or termination, nor to assert any other claims, especially claims for compensation against FWTM. If FWTM cancels events, because it cannot organise them due to force majeure or any other circumstances beyond its control, or because it can no longer be reasonably expected to organise the events, it shall not be held liable for any damage or inconvenience suffered by the exhibitor due to the cancellation of these events.

In case of cancellation of the IKF live on site due to an official regulation because of the corona virus, the exhibitors will be informed immediately. In this case FWTM will not charge stand and cancellation fees. FWTM GmbH & Co. KG will, however, not be liable for any costs already incurred, such as travel expenses, hotel bookings, stand construction, goods orders, etc.

#### 26. Misleading offers for listings to be published and approaches from other companies

Unfortunately, it happens again and again that exhibitors receive misleading listing offers in order to be included in so-called trade fair and exhibitor directories. Well-known companies and online directories are: art-living.info, Expo Guide, International Fairs Directory, Handwerk-Markt.com, Handcraft-market.com and Construct Data Publisher. In addition, it happens time and again that exhibitors receive misleading calls or letters from supposed partner companies claiming to be part of the IKF team and wanting to help with hotel bookings, logistics issues or similar. FWTM GmbH & Co. KG expressly states that it has no connection whatsoever with these companies and expressly distances itself from their business practices. In most cases, these are unauthorised publishers who finance themselves through paid entries in various directories. However, they often give the impression that the offer is free of charge. Only in the small print of the terms and conditions is the amount and duration of the payment obligation revealed - which often turns into a nasty surprise. All relevant information and confirmations in connection with your participation in the International Kulturbörse Freiburg (confirmations of your stand bookings, queries about your participation or possible contact details of our external service providers) will be sent to you exclusively by the IKF team, either by telephone, on letterhead of FWTM GmbH & Co. KG, Messe Freiburg, or usually by e-mail with the appropriate signature. Entries in the official media of our events as well as changes regarding your catalogue entry or booked services can be made yourself in the IKF Lounge. You received the access data when you registered.

#### 27. Miscellaneous Provisions

Any verbal agreements, individual licenses or special arrangements shall only apply once they have been confirmed in writing by FWTM. This contract is governed by German law. In addition, the Technical Guidelines for the exhibition centre Messe Freiburg available on the website of Messe Freiburg apply. The place of jurisdiction for any legal disputes arising in connection with this contract is Freiburg im Breisgau, Germany. At FWTM's discretion, legal action may also be brought against the exhibitor at its registered place of business. If any part of the Terms of Participation or Technical Guidelines is ineffective or incomplete, this shall not affect the validity of the other provisions or the contract. In such an event, the parties shall agree to replace the ineffective provision, or fill the gap with a provision that will best serve to fulfil the parties' commercial aims.

**All prices indicated are plus statutory VAT, valid at the time of the event.**

#### 28. Contracting Party and Organisers

Management, construction, organisation and legal responsibility for the exhibition:



Messe Freiburg



Freiburg Wirtschaft Touristik und Messe GmbH & Co KG  
Messe Freiburg  
Neuer Messplatz 1  
79108 Freiburg im Breisgau  
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On behalf and for the account of Messe Freiburg Objektträger GmbH & Co. KG, Neuer Messplatz 3, 79108 Freiburg, Germany (VAT ID no.: DE 195919755).

Registered at the Registration Court of Freiburg  
under HRA 4323  
Management: Hanna Böhme and Daniel Strowitzki

#### For information about exhibition stands, please contact:

Fiona Wieber  
Tel.: +49 761 3881 3521, fiona.wieber@fwtm.de

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Susanne Göhner  
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#### Further information:

www.kulturbörse-freiburg.de

## 1. General

The following terms and conditions govern the legal relationship between the trade fair/exhibition organiser and the respective exhibitor. They can be supplemented by the 'Special Terms and Conditions for Trade Fairs and Exhibitions', applicable to the corresponding trade fair/exhibition and the 'House Rules'. Contractual variations from the General and Special Terms and Conditions for Trade Fairs and Exhibitions require the written form in order to be legally valid.

On submitting an application, the exhibitor acknowledges that these 'General Terms and Conditions for Trade Fairs and Exhibitions of Fachverbandes Messen und Ausstellungen e. V. (FAMA)', the 'Special Terms and Conditions for Trade Fairs and Exhibitions' and 'House Rules' for the respective trade fair/exhibition are binding upon them and everyone employed by them at the trade fair/exhibition. Any general business terms and conditions of the exhibitor that might contradict the above-mentioned terms and conditions, even if they are not expressly contradicted, shall not form part of the contract.

The event organiser's fees will include all the main and ancillary services rendered by the organiser to the exhibitor for the staging of the event and these shall apply. The fee for the main services is to be established from the exhibitor's application and 'Special Terms and Conditions for Trade Fairs and Exhibitions'. Further remuneration for any systems of supply provided at the Exhibitor's request, as well as other ancillary services, such as gas, water, electricity and other supplies, shall be announced in the run up to the exhibition at the exhibitors' discretion. The AUMA exhibitor's fee shall be calculated net per square metre and itemised on the final invoice for the participation fee.

## 2. Application

Application for participation in the exhibition shall be carried out using legally valid and signed registration forms. In the case of online applications, these are also valid without signature, through being sent to the event organiser.

Conditions/or reservations stated by the exhibitor in the application form, such as the precise position of the stand or exclusivity in a product group, are prohibited and irrelevant for concluding the contract. They only become legally effective, if they are stated in writing by the event organiser prior to and at the point of concluding the contract.

The application represents an offer from the exhibitor, to which it shall be bound, up to eight (8) days following the deadline for applications indicated in the 'Special Terms and Conditions for Trade Fairs and Exhibitions' and at least six (6) weeks before the opening of the trade fair/exhibition, provided that acceptance has not been granted in the meantime. For applications received later, or after the deadline, the exhibitor shall remain bound for 14 days.

## 3. Acceptance/Conclusion of the Contract

On the exhibitor's receipt of confirmation of acceptance or the invoice, sent by letter, fax or email, the contract shall be concluded between the event organiser and exhibitor (a participation agreement). By accepting the exhibitor and the individual exhibition items, the event organiser shall decide, as appropriate, between involvement in a trade fair/exhibition advisory board and involvement in a trade fair/exhibition committee.

The event organiser is entitled, for conceptual reasons, to impose restrictions on the exhibits indicated in the application, as well as to change the amount of floor space stipulated therein. A change in the amount of floor space may especially be made, in order to attain the prescribed minimum dimensions of the stand, but must otherwise reasonably consider the interests of the exhibitor. In particular and for objectively justifiable reasons, especially if the space provided is insufficient, the event organiser can exclude individual exhibitors from participation. It can, if it is necessary for fulfilling the purpose of the event, restrict the exhibition to specific exhibitors, suppliers and visitor groups. The exclusion of competition cannot be requested or consented to.

An ordinary termination of the participation agreement is excluded, whereby the right to an extraordinary termination remains unaffected. The event organiser is especially entitled to pronounce termination of the participation agreement without notice for serious reasons, if the terms and conditions for accepting the exhibitor subsequently cease to

exist or are no longer satisfied, as well as if despite two warnings, the exhibitor remains in default of payment. In the case of an extraordinary termination on the part of the exhibitor, the latter is obligated to pay a charge of 25% of the participation fee to cover the costs already incurred.

The exhibitor may be released from the contract, if it so wishes (see Point 5). The event organiser is thereby not obligated.

In the interests of all, should justified complaints or objections be raised regarding the exhibitors' displayed goods or working practice, the event organiser shall be entitled and authorised to promptly apply reasonable remedial measures. In such a case, the event organiser may cancel existing contracts for subsequent trade fairs/exhibitions, because the essential requirements underpinning these contracts are no longer being met. The exhibition of unregistered, unapproved, or used goods is not permitted.

## 4. Changes – Force majeure

Unforeseen events, which render it impossible for the trade fair/exhibition to be held as planned and which are not the fault of the event organiser, will entitle the latter to:

- a) cancel the trade fair/exhibition before its opening. Should it be cancelled over six (6) weeks, but no more than (3) months, before its appointed start, 25% of the participation fee will be collected to cover costs. If it is cancelled within six (6) weeks of its opening date, the fee for costs will rise to 50%. In addition, at the exhibitor's behest, costs that have already accrued must be paid. Should the trade fair/exhibition be closed as a result of *force majeure*, or due to administrative orders, then the agreed fee for participation and all costs incumbent on the exhibitor must be paid in full.
- b) postpone the trade fair/exhibition. Exhibitors who can provide proof that it will clash with the dates of another trade fair/exhibition, for which they have already received confirmation, may claim for a release from the contract under Point 5.
- c) curtail the trade fair/exhibition. The exhibitor will not be able to demand a release from the contract and the participation fee shall not be reduced.

In all cases, the event organiser must announce such serious decisions together with the appointed committees or trade fair/ exhibition advisory board and as promptly as possible. Claims for damages will in any case be excluded for both parties.

## 5. Release from the Contract

If, by way of exception, following a binding application or acceptance, the event organiser permits a release from the contract, 25% of the participation fee must be deducted to compensate for costs. Moreover, at the exhibitor's behest, costs must be paid, if they were incurred by instructions that have already been issued. In such an event, the exhibitor will have the express right to provide proof that no, or only very minimal damages have been incurred to the event organiser.

The request for a release from the contract can only be made in writing. It will then only be legally effective, if the event organiser gives his written consent. The event organiser may permit a release from the contract on condition that the assigned stand space can be reassigned. The reallocation of the stand space to another exhibitor will then correspond to a release from the contract. However, the Original exhibitor may have to pay the difference between the actual participation fee and what has already been paid, in addition to the sums resulting from paragraph 1, should it not be possible for the stand space to be reassigned, the event organiser will be entitled, in the interests of the overall appearance of the event, to relocate another exhibitor to the unoccupied stand, or to fill the stand in another way. In this case, the exhibitor will have no right to claim a reduction in the participation fee from the discharged exhibitor. The costs incurred for decoration or completion of the unoccupied stand shall be borne by this discharged exhibitor.

## 6. Stand Allocation

Stands shall be allocated by the event organiser, according to considerations determined by the concept and theme of the trade fair

and exhibition, whereby the date of receiving the application is not decisive. Subject to availability, the exhibitor's specific preferences shall be considered, but this does not constitute a legal obligation. As a general rule, notification of the stand allocation shall be made in writing, at the same time as confirmation of acceptance and notification of the hall and stand numbers. Any objections must be lodged in writing, within eight (8) days following receipt of notification of the stand allocation. The exhibitor must take into account the fact that for technical reasons, a minimal reduction of the allocated stand may be required. This could amount to a maximum of 10 cm in width and depth, respectively, but will not give any entitlement to a reduction in the participation fee. This does not apply to stands that are expressly registered as prefabricated or system stands. Stands may only be relocated as a matter of last resort. As far as possible, the event organiser must provide the exhibitor with an equivalent stand/space. In this case, the exhibitor is entitled, within two (2) days of receiving notification of the relocation, to withdraw from the contract, without compensation being due to either party. Rescission must be made in writing. Excluded from this is the displacement of a stand by several metres in the same hall. The event organiser reserves the right to relocate entry and exit points, emergency exits, and gangways. The event organiser must notify in writing and in a timely manner of any changes to the position, type or dimensions of a stand.

#### **7. Transfer of the Stand to Third Parties, Selling on Behalf of Third Parties, Co-exhibitors**

Without permission from the event organiser, issued in textual form, the exhibitor will not be entitled to transfer the stand assigned to it, either wholly or in part and whether free of charge or in return for payment, to a third party, or to exchange stands with another exhibitor. The exhibitor shall trade to visitors in its own name and is not entitled to accept contracts for other companies.

The engagement of a co-exhibitor is only permitted, if it has been approved by the event organiser in textual form. The co-exhibitor must designate a joint representative in the application. Notifications and declarations from the event organiser to the designated representative are valid as if directed and served to all the co-exhibitors. In the case of approval for co-exhibitors, co-exhibitors will be liable to pay the event organiser's fees as joint debtors.

For the acceptance of contracts from visitors, the order confirmation must contain full contact details of the suppliers and the exhibitor.

#### **8. Payment Conditions**

The fees to be paid by the exhibitor to the event organiser amount to 50% within 30 days following the invoice date and the balance, up to six (6) weeks before the opening; providing that nothing else has been agreed in textual form or may be derived from the 'Special Terms and Conditions for Trade Fairs and Exhibitions'.

Invoices that are issued later than six (6) weeks before the opening shall be immediately payable in full.

After the due date, the event organiser shall be entitled to charge interest on arrears. These conform to the legal provisions of §288 of the German Civil Code and at present, amount to nine percentage points above the annual base rate. The burden of proof of greater damage incurred by arrears rests with the event organiser. The event organiser can, following a reminder without result and with a corresponding notification, reassign a stand, if full payment has not been made for it. In such an event, he may disallow the transfer of the stand and withhold the exhibitor's pass.

For any unpaid charges and the costs arising from them, the event organiser will have right of lien over the trade fair/exhibition items brought in. The event organiser shall not be liable to pay for accidental damage or loss of items subject to lien and can sell these on the free market, following notification in writing. It shall thereby be assumed that all items brought in by the exhibitor are the exhibitor's unreserved property.

#### **9. Design and Furnishing of the Stand**

The name and address of the stand occupant must be attached to the stand for the entire duration of the event, in a way that everyone will be able to clearly identify. The exhibitor shall be responsible for furnishing the stand according to the uniform structure determined by

the event organiser, if applicable. The event organiser's guidelines must be complied with in the interests of overall appearance. In the case of self-constructed stands, it may be requested that designs be drawn to scale and submitted to the event organiser for approval before the start of the work. The use of prefabricated or system stands should be expressly mentioned in the submitted application. The event organiser must be informed of any firms that are assigned design or construction tasks. It is prohibited in all circumstances to exceed the parameters of the stand space. Exceeding the prescribed height of the structure requires the express approval of the event organiser. The event organiser may request that trade fair/exhibition stands, with a structure that has not been approved, or which do not correspond to the terms and conditions of the exhibition, are changed or removed. If the exhibitor fails to comply with this written request within 24 hours, the event organiser may remove or alter the stand at the exhibitor's expense. Should the stand be closed for the same reasons, then there will be no right to claim a reimbursement of the participation fee.

#### **10. Advertising**

Advertising of any kind, especially the distribution of printed advertising material and through conversation with visitors is only permitted within the parameters of the stand. The use of public address systems, music/slide presentations or AV media of any kind by the exhibitor – even for advertising purposes – requires the express approval of the event organiser, who should

be notified in advance and in a timely manner. The demonstration of machines, acoustic devices, slide projectors and procedures, even for advertising purposes, may be restricted or revoked, even if approval has already been granted, in the interests of ensuring that the trade fair/exhibition operates in an orderly fashion. If the event organiser uses a public address system, then this will be limited to making announcements.

#### **11. Setting Up**

The exhibitor is obligated to complete the stand within the period specified in the 'Special Terms and Conditions for Trade Fairs and Exhibitions'. If work on setting up the stand has not begun by 12:00 mid-day on the day before the opening, then the event organiser may reassign the stand. In such an event, the exhibitor will be liable to the event organiser for the agreed fees and for any further costs arising. Claims for damage compensation by the exhibitor are excluded in any event. Objections to the position, type or size of the stand must be submitted to the event organiser in writing, before starting to set up the stand, at the latest on the day after the appointed start date for setting up. All materials used for setting up should be fire resistant.

#### **12. Operating the Stand**

The exhibitor is obligated to populate the stand with the goods indicated in the submitted application, for the entire duration of the trade fair/exhibition. Meanwhile, providing that the stand has not been expressly assigned for show purposes, the exhibitor shall undertake to keep it staffed with trained and competent personnel. It is incumbent on the exhibitor to clean the stand and this must take place daily, after the trade fair/exhibition has closed. The event organiser will be responsible for cleaning the rest of the premises, other areas of the halls and the gangways. It is obligatory for the exhibitor to avoid generating waste, but rubbish should be sorted for recycling. Additional waste disposal costs shall be charged according to the 'Polluter Pays Principle'.

During the course of the trade fair/exhibition, including its periods of setting up and dismantling, all exhibitors must show consideration for each other, the event organiser, and the visitors. Under the 'Special Terms and Conditions of Trade Fairs and Exhibitions' and the 'House Rules', the event organiser is entitled to enforce specific regulations to ensure mutual consideration, as well as implementing reasonable measures for the extraordinary termination of the participation agreement, in the case where an exhibitor, despite prior warning, persistently violates the rules for showing consideration to others.

#### **13. Dismantling**

No stand may be wholly or partially cleared before the end of the trade fair/exhibition. Exhibitors who infringe this rule must pay a contractual



penalty to the event organiser, amounting to half net participation fee. Further claims for damage compensation shall remain unaffected by this.

Following the end of the trade fair/exhibition, exhibition items must not be transported away, if the event organiser has exercised his right of lien. If the trade fair/exhibition items are nevertheless removed, then this shall be deemed to be a breach of the right to lien.

The exhibitor shall be liable for any damage to the floors, walls and materials provided. The trade fair/exhibition areas should be returned in the condition that they were in before the event, at the latest by the deadline established for the end of dismantling. Any materials, plinths, incisions or damage must be completely eliminated. Otherwise, the event organiser will be entitled to have this work carried out at the exhibitor's expense.

Any stands that have not yet been dismantled after the deadline for dismantling has expired, or any trade fair/exhibition items that have not been taken away, shall be removed at the exhibitor's expense and warehoused by the trade fair/exhibition freight carrier, excluding liability for loss or damage.

#### **14. Power Supply**

The cost of lighting communal areas shall be borne by the event organiser. If the exhibitor requires a power supply, this must be declared on submitting the application. Installation and use shall be at the exhibitor's own expense. For ring circuits, the costs shall be split proportionately.

Any installation required for the stand connection may only be carried out by companies approved by the event organiser. These shall be awarded all contracts through the mediation and with the approval of the event organiser. They will also be issued with invoices for installation and usage in direct compliance with reference rates cited by the event organiser.

Power supplies and appliances that do not comply with the relevant provisions – especially those of the VDE [*Verband der Elektrotechnik Elektronik Informationstechnik* – The German Institute of Electrical, Electronic & Information Technologies] and of local electricity suppliers— or where usage is higher than what was stated in the original application may be removed at the exhibitor's expense by the event organiser, or put out of service. The exhibitor shall be held liable for any damage arising through the use of power supplies installed by companies that were not indicated in the application and/or approved by the event organiser. The event organiser shall not be held liable for disruptions or fluctuations in the electricity/water supply, drainage, or gas and compressed air supply.

#### **15. Surveillance**

The event organiser shall assume responsibility for the general surveillance of the premises and halls, without any liability for loss or damage. The exhibitor shall be responsible for the supervision and surveillance of its own stand. This also applies during the periods of setting up and dismantling. Other security measures will only be permitted with the approval of the event organiser.

#### **16. Liability**

The event organiser, his employees and his vicarious agents will not be held liable for any damages due to slight instances of negligence.

This does not apply to damages arising from injury to life, the body or health, to warranties, or to claims based on product liability law. Neither is liability for the violation of obligations affected; where the fulfilment of such renders proper performance of the contract possible in the first place and on compliance with which the exhibitor may normally rely (cardinal obligations). In such cases, the event organiser's liability corresponds to the statutory provisions.

On violation of a cardinal principle, the event organiser's liability is limited to foreseeable and typical damage, excluding liability for consequential damages.

#### **17. Insurance**

Exhibitors are strongly recommended to insure their trade fair/exhibition items and liability at their own expense.

#### **18. Photography – Making Drawing – Filming**

The commercial photographing, drawing or filming of the interior of the trade fair/exhibition premises is only permitted for companies/individuals approved by the event organiser.

#### **19. Domiciliary Rights**

Domiciliary rights shall be exclusively exercised by the event organiser during the event at the trade fair/exhibition venue and he may issue house rules. Exhibitors and their employees will only be able to access the premises and halls one hour before the beginning of the trade fair/exhibition. They should have left the halls and premises at the very latest one hour following the close of the trade fair/exhibition. It is prohibited to stay overnight on the premises.

#### **20. Statute of Limitation**

Claims brought by the exhibitor against the event organiser will lapse one year from the end of the month in which the last day of the trade fair/exhibition falls.

All claims by the exhibitor against the event organiser must be brought within a preclusive period of six months, starting from the end of the month in which the last day of the trade fair/exhibition falls, and must be in textual form. The regulations in both the above-mentioned paragraphs do not apply, insofar as the event organiser, his employees or his vicarious agents are to blame for wilful or gross negligence, or the liability of the event organiser conforms to Point 16, pursuant to the statutory provisions.

#### **21. Place of Performance and Place of Jurisdiction**

The place of performance and place of jurisdiction shall be the domicile of the event organiser, even for legal debt recovery proceedings, unless otherwise stipulated in the 'Special Terms and Conditions for Trade Fairs and Exhibitions'.

Claims brought by the exhibitor against the event organiser will lapse one year from the end of the month in which the last day of the trade fair/exhibition falls.

All claims by the exhibitor against the event organiser must be brought within a preclusive period of six months, starting from the end of the month in which the last day of the trade fair/exhibition falls, and must be in textual form. The regulations in both the above-mentioned paragraphs do not apply, insofar as the event organiser, his employees or his vicarious agents are to blame for wilful or gross negligence, or the liability of the event organiser conforms to Point 16, pursuant to the statutory provisions.

Domiciliary rights shall be exclusively exercised by the event organiser during the event at the trade fair/exhibition venue and he may issue house rules. Exhibitors and their employees will only be able to access the premises and halls one hour before the beginning of the trade fair/exhibition. They should have left the halls and premises at the very latest one hour following the close of the trade fair/exhibition. It is prohibited to stay overnight on the premises.

## Data processing policy (Appendix to the General Terms and Conditions)

This Privacy Policy contains information about the collection of personal data via the website of Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG <https://www.kulturboerse-freiburg.de>

### 1. Definitions and contact information

“Personal data” is all data that relates to you personally or can be related to you personally, for example your name, address, email addresses or user behaviour.

The data controller is Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG.

The data controller can be reached as follows:

Address: Neuer Messplatz 3, 79108 Freiburg  
Phone: +49 761 3881 - 02  
Fax: +49 761 3881 - 3006  
Mail: [messe.freiburg@fwtm.de](mailto:messe.freiburg@fwtm.de)  
Web: [www.fwtm.freiburg.de](http://www.fwtm.freiburg.de)

The data Protection Officer of the FWTM Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG ist the licensed lawyer for data protection Marc E. Evers.

The data controller can be reached as follows:

Address: DataSEKure Rechtsanwaltsgesellschaft mbH  
Weilerstraße 9, 79252 Stegen  
Phone: +49 761 3876955  
Mail: [datenschutz@datasekure.de](mailto:datenschutz@datasekure.de)

### 2. Purpose of data processing and legal basis

#### 2.1. Collection of data in connection with event registration

When you register with us for an event, we collect the following information:

- company data (company name, address, tax numbers etc.)
- personal data (title, name, email address, telephone number) of managing directors, heads of sales and marketing, officers, contacts.

This data is collected to enable us to:

- identify you as one of our exhibitors;
- provide appropriate services for you;
- contact you;
- invoice you;
- process any liability claims or assert any claims against you.

Your data are processed at your request; in accordance with Article 6 para. 1 sentence 1 (b) of the General Data Protection Regulation (GDPR). GDPR, this processing is necessary for the aforementioned purposes in order to ensure adequate organization of the event and the mutual fulfillment of obligations.

The personal data collected by us will be retained until the end of the statutory retention period, after which they will be deleted, unless we are obliged to retain the data for longer in accordance with Article 6 para. 1 sentence 1 (c) GDPR due to retention and documentation duties arising from tax or commercial law (the German Commercial Code HGB, German Criminal Code StGB or Fiscal Code of Germany AO), or unless you have given your consent to retention beyond this period in accordance with Article 6 para. 1 sentence 1 (a) GDPR.

#### 2.2. Use of data when registering for the e-mail newsletter

**2.2.1.** You can choose to subscribe to our newsletter so that we can inform you about current interesting offers. The goods and services which are advertised in the newsletter are stated in the declaration of consent.

**2.2.2.** For newsletter subscriptions, rapidmail uses the “double opt-in” method. This means that, after you subscribe to the newsletter, an email will be sent to the email address you have provided asking you to confirm that you would like to receive the newsletter.

Your information will be stored by rapidmail until you confirm your subscription. The purpose of this procedure is to create proof of your subscription and to be able to resolve any potential misuse of your personal data.

**2.2.3.** The only information which we require in order to send the newsletter is your email address. Following your confirmation, rapidmail will store your email address as well as your IP address for the purpose of sending you the newsletter. The legal basis for this is Article 6 Paragraph 1 Sentence 1 (a) GDPR.

**2.2.4.** We use rapidmail to send our newsletter. Your data will therefore be transferred to rapidmail GmbH. However, rapidmail GmbH is prohibited from using your data for purposes other than dispatching the newsletter. rapidmail GmbH is not permitted to transfer or sell your information. rapidmail is a German certified newsletter software provider which we carefully selected in accordance with the requirements of the GDPR and the German Data Protection Act. A commissioned data processing agreement was concluded with rapidmail GmbH in compliance with Article 28 GDPR.

**2.2.5.** You can withdraw your consent to the sending of the newsletter and unsubscribe from the newsletter at any time. You can withdraw consent by clicking on the link provided in every newsletter email (unsubscribe from newsletter), or by sending us a message using the contact information provided under “Imprint” on our website.

**2.2.6.** Please note that we will analyse your user behaviour when we send you the newsletter. To enable this analysis, the emails which we send contain “web beacons” or “tracking pixels”, which represent single-pixel image files that are stored on our website. To carry out the analysis, we combine the data listed in Section 2 and the web beacons with your email address and an individual ID. The data will only be collected in pseudonymised form, which means that the IDs will not be combined with other personal data belonging to you and it will not be possible to directly identify you.

The information will be stored for as long as you subscribe to the newsletter. With the exception of your email address, all stored personal data will be deleted after you unsubscribe.

#### 2.3. Use of data for email advertising in the absence of a newsletter subscription, and your right to object

If we have obtained your email address in connection with the sale of a product or service and you have not objected, we reserve the right to regularly send you offers via email concerning products from our range which are similar to the item previously purchased. You can object to this use of your email address at any time by sending us a message using the contact details given above, or by clicking on the link provided for this purpose in the advertising email, without incurring any costs other than the transmission costs according to the basic rates. This serves to safeguard our legitimate interests, which are predominantly justified in the context of a weighing up of interests, in a promotional approach by our customers in accordance with Article 6 para. 1 sentence 1 (f) GDPR.

#### 2.4. Use of data for postal advertising, and your right to object

Furthermore, we reserve the right to retain your name and surname, your postal address and – provided that we have received this additional information from you as part of the contractual relationship – your title, academic qualifications and professional title, industry description or trade name in databases or compiled lists, and to use this information for our own advertising purposes, for example to send interesting offers and information about our products by post. You can object to the retention and use of your data for these purposes at any time by sending us a message using the contact details given above. This serves to safeguard our legitimate interests, which are predominantly justified in the context of a weighing up of interests, in a promotional approach by our customers in accordance with Article 6 para. 1 sentence 1 (f) GDPR.

#### 2.5. Collection of images or videos of individuals at events

Photos and videos are taken during events held in the rooms and open spaces used by Freiburg Wirtschaft und Touristik GmbH & Co. KG. As such, photos or videos may be taken in which individual visitors or organisers can be recognised. These photos and videos are collected for the purpose of presenting the events in brochures and press reports and on social media channels and FWTM websites.

This serves the purposes of our legitimate and, on balance, overriding interests in depicting the event for advertising purposes and in addressing our customers pursuant to Article 6 para. 1 sentence 1 (f) GDPR. We never use the data collected for the purpose of drawing conclusions about you.

You can find further explanations of your rights regarding photo and video recordings under Section 5 of this Privacy Policy.

#### 2.6. Data collection in the Ticket Shop

If you purchase tickets for trade fairs or other events in our Ticket Shops, we will process the data which you have provided upon purchase. Data collection, processing and storage are carried out by our service provider ADITUS GmbH, Straße der Nationen 5, 30539 Hannover.

We process your data for the purposes of contract performance or in order to take steps prior to entering into a contract before an exhibition or other event. In particular, we process your email address in order to be able to send you order confirmations and online tickets, and so that we can inform you of any changes concerning the exhibition. We will process your (company) name and your postal address for the purposes of dispatching tickets, if applicable, invoicing and accurately assigning your order to your company. In addition, we will process your data when you enter the exhibition grounds in order to check whether you have a valid ticket for the relevant exhibition. The legal basis for the data which you have entered into the required fields is Article 6 para 1(b), and for the data you have provided on a voluntary basis is your consent according to Article 6 para 1(a) GDPR.

We are permitted to hold your data for as long as is necessary for the performance of a contract. We are allowed to store much of your data at least until a contract has been performed, and subsequently within the statutory limitation period of 3 years. We are allowed to hold data until the maximum limitation period expires in order to assert or defend legal claims, if necessary. If we are obliged to store certain data, we are authorized to hold this data until the end of the retention period laid down in Section 257 of the German Commercial Code and Section 147 of the German Tax Code. The legal basis is Article 6 para. 1 (c) GDPR in conjunction with these laws. These retention periods can be up to 10 years.

Our events constitute voluntary services. However, in order to register, we require your email address, your company name and your invoice address as a minimum, as we would otherwise be unable to send you participation certificates and invoices. Further information is not required for

participating in events. You are providing your name on a voluntary basis for the purpose of allowing us to address you personally.

We will use your data to send you advertising for services comparable to the ones you ordered from us by post or by email, provided you have been our customer in the previous three years and have given us your postal address or your email address. You have the right to withdraw your consent at any time if you do not wish to receive information about our services (see V.) The legal basis is Article 6 para 1(f) GDPR. We have a legitimate interest in sending out direct marketing.

Furthermore, we process your data in order to conduct market and opinion research for our own purposes. The legal basis is Article 6 para 1(f) GDPR. We have a legitimate interest in optimizing our services and adapting them to better suit your needs.

If you have booked and attended an exhibition / conference, we would ask you after this exhibition / conference about your satisfaction with this exhibition / conference. For this purpose, we will send you an email to the email address you provided when booking, which contains a link to the survey via a corresponding online survey tool.

If you do not wish to be asked, in particular by e-mail, about customer satisfaction of the exhibitions / conferences you have booked and visited, you can object to this use of your data at any time (see V.). The legal basis is Article 6 (1) (f) GDPR. We have a legitimate interest in optimizing our services and adapting them to your needs.

#### Special collection of personal data for tracking in terms of infection protection

All persons staying at the fair during the duration of the 34th International Kulturbörse Freiburg 2021 must be registered in advance (before entering the fairgrounds) via an online ticket system for each day of the fair with the following, required data completely and accurately:

- Surname and first name
- Date as well as beginning and end of stay (= fair day)
- Telephone number (if available)
- address
- Instruction on the prohibition of participation in the fair in the event of contracting COVID-19
- Link to the RKI or the entry regulation of the state of Baden-Württemberg to draw the visitor's attention to risk areas
- Additional data of interest to the organiser as voluntary information

This data will be deleted four weeks after the visitor's stay on the Messe Freiburg premises, unless the visitor has consented to its further use. The applicable data protection guidelines must be complied with when collecting and storing data.

#### 2.6.1 Registering using your Facebook account (Facebook Connect)

If you have a Facebook account, you can register with the ticket shop on our website by clicking on the "Sign in with Facebook" button. You will then be transferred to Facebook, where you can register by entering your Facebook login data. We only use your Facebook user name, first name and last name for registration in our ticket shop. To find out how Facebook processes your data and your rights in this context, please refer to the Facebook privacy policy. We do not have any influence over how Facebook processes your data. Conversely, it is possible that data may be transferred to Facebook from our website. If you do not agree to this type of data transfer between Facebook and us, please do not use your Facebook account to register with us. The legal basis for data transfer to and from Facebook is your consent (Article 6 para 1(a) GDPR). This data is provided voluntarily. Registration using Facebook is not necessary for the conclusion of a contract with us.

### 2.6.2 Registering using your LinkedIn account

If you have a LinkedIn account, you can register with the ticket shop on our website by clicking on the "Sign in with LinkedIn" button. You will then be transferred to LinkedIn, where you can register by entering your LinkedIn login data. We only use your LinkedIn user name, first name, last name and email address for registration in our ticket shop. To find out how LinkedIn processes your data and your rights in this context, please refer to the LinkedIn Privacy Policy. We do not have any influence over how LinkedIn processes your data. Conversely, it is possible that data may be transferred to LinkedIn from our website. If you do not agree to this type of data transfer between LinkedIn and us, please do not use your LinkedIn account to register with us. The legal basis for data transfer to and from LinkedIn is your consent (Article 6 para 1(a) GDPR).

This data is provided voluntarily. Registration using LinkedIn is not necessary for the conclusion of a contract with us.

### 2.7 Processing directories

The respective processing activity of personal data is recorded in so-called processing directories.

## 3. Special provisions on data collection when visiting and using our website

### 3.1. Collection of personal data during visits to the website

When the website is used purely for information purposes, i.e. when you visit our website, we do not process any personal data, with the exception of the data that your browser transfers to enable you to visit the website. This means that we only store access data in files known as server log files, which are stored until they are automatically erased. Access data includes:

- IP address
- Date and time of access
- Time difference from Greenwich Mean Time (GMT)
- Content of the request (specific page)
- Access status / HTTP status code
- Quantity of data transmitted
- Website from which the request comes
- Browser
- Operating system and interface
- Language and version of browser software.

We process the data listed for the following purposes:

- To ensure the website can establish a smooth connection
- To ensure the website can be used comfortably
- To evaluate system security and stability, and
- For other administrative purposes.

The legal basis for data processing is Article 6 para. 1 sentence 1 (f) of GDPR. Our legitimate interest is derived from the data collection purposes listed above. We never use the data collected for the purpose of drawing conclusions about you.

We also use cookies and analytical services when you visit our website. Further details on this can be found in Sections 3.2 and 3.3 of this Privacy Policy.

### 3.2. Cookies

**3.2.1.** We use cookies on our website. These are small files that your browser automatically creates and that are stored on your device (laptop, tablet, smartphone, etc.) when you visit our website. Cookies do not harm your device, and do not contain viruses, Trojans or other malware.

**3.2.2.** Cookies store information that is generated in connection with the specific device used. However, this does not mean that we can directly identify you.

**3.2.3.** Session cookies are deleted immediately after leaving the website. Temporary cookies remain stored on your end device for a certain defined period of time. Permanent cookies remain stored on your terminal device until you or the web browser deletes them.

**3.2.4.** Cookies have various functions.

Many cookies are technically necessary for the error-free functioning of the website. The data processed by cookies is required for the purposes mentioned above to safeguard our legitimate interests and those of third parties in accordance with Article 6 para. 1 sentence 1 (f) GDPR. Furthermore, we do not use cookies that are absolutely necessary. These enable us to optimise the user-friendliness of our website, anonymously evaluate the use of our website and display personalised advertising. The legal basis for this is your consent in accordance with Article 6 para. 1 sentence 1 (a) GDPR.

**3.2.5.** If we obtain your consent to store cookies, your data will be processed exclusively on the basis of this consent in accordance with Article 6 para. 1 sentence 1 (a) GDPR. You can revoke your consent at any time.

**3.2.6.** You can configure your browser so that no cookies are stored or a message always appears before a new cookie is created. You can also exclude the acceptance of cookies in certain cases. You can also specify that the cookies are automatically deleted when you close the browser. However, completely deactivating cookies may mean that you cannot use all the functions of our website.

### 3.3 Consent Management Tool Usercentrics

In order to fulfill our obligations under data protection law, we use the consent management tool Usercentrics of Usercentrics GmbH, Sendlinger Straße 7, 80331 Munich, Germany ("Usercentrics").

Through the use of Usercentrics, website visitor data on consent given or revoked (opt-in ,opt-out data, consent ID, consent number, date and time of consent, implicit or explicit consent, banner language, customer preference, template version) and device data (device information, browser information (http agent, http referrer), anonymized IP address) are processed. This data is transmitted to Usercentrics.

The data processing is carried out in order to fulfill our legal obligations according to Article 6 para. 1 sentence 1 (c) GDPR.. For more information on data processing at Usercentrics, please visit <https://usercentrics.com/privacy-policy/>.

You can adjust your preferences at any time in our cookie settings.

### 3.4 Use of Google Analytics

We use the Google Analytics tracking tool from Google on our website. We use Google Analytics to evaluate your use of the website, to compile reports on the activities within this website and to provide other services related to the use of the website and thus to improve the user experience. When Google Analytics is used, the interactions of website visitors are primarily recorded and systematically evaluated with the aid of cookies. Details on the cookies used can be found in our cookie information. We use Google Analytics with the extension "anonymizeIp()". This shortens IP addresses within the member states of the EU or EEA. If a transmission to Google's servers in the USA takes place, the full IP address is only transmitted in exceptional cases and shortened there. A direct reference to a person is therefore generally excluded. In particular, an assignment to the called computer or terminal of the website visitor is no longer possible.

The following data is processed through the use of Google Analytics:

- 3 bytes of the IP address of the called system of the website visitor (anonymized IP address),
- the website called up,
- the website from which the user reached the accessed page of our website (referrer),
- the subpages accessed from the website,
- the time spent on the website
- the frequency with which the website is accessed.

Google states that it will not associate your IP address with any other data held by Google.

The legal basis for the data processing is your prior consent in accordance with Article 6 para. 1 sentence 1 (a) GDPR.

### Revocation of your consent

You can revoke your consent at any time with effect for the future by adjusting your preferences in our cookie settings or the settings options at <http://www.google.de/ads/preferences>. Please also note the information on the use of data by Google in the Google Partner Network at: <http://www.google.com/intl/de/policies/privacy/partners/>

### 3.5. Use of social media plug-ins

Social media plug-ins ("plug-ins") provided by social networks are used on our website. This serves the purposes of our legitimate and, on balance, overriding interests in optimal marketing of our range of products and services pursuant to Article 6 para. 1 sentence 1 (f) GDPR.

In order to strengthen the protection of your data when you visit our website, plug-ins are not directly integrated into the page but are embedded via an HTML link (using the "Shariff" solution developed by c't). This means that, when you visit pages on our website containing plug-ins of this kind, this will not automatically create a connection with the servers of the social network provider in question. If you click on one of the buttons, a new browser window will open and will display the site of the relevant service provider, where you will be able to click the "like" or "share" button, for example (you may first need to enter your login details). Please consult the privacy statements of the service providers for information on the purpose and scope of data collection and the further processing and use of the data by the providers on their sites, as well as your rights in this regard and the settings which you can use to protect your privacy.

<http://www.facebook.com/policy.php>

<https://help.instagram.com/155833707900388>

Your data may be transferred to and stored on servers in the USA. We have no influence on this.

### 3.6. Embedding of YouTube videos

**3.6.1.** We have embedded YouTube videos in our online offering, which are stored at <https://www.YouTube.com> and can be played directly from our website. [These are all embedded in the "extended data privacy" mode, which means that no data about you as a user can be transmitted to YouTube if you do not play the videos. The data mentioned in Para. 2 will only be transmitted when you play the videos. We have no influence over this data transfer.]

The legal basis for the integration of YouTube videos is your consent according to Article 6 para. 1 sentence 1 (a) GDPR.

**3.6.2.** When you visit the website, YouTube receives the information that you have accessed the relevant sub-page of our website. In addition, the data mentioned in Para. 2 of this statement are transmitted. This takes place regardless of whether YouTube has provided a user account via which you are logged in or whether no user account exists. If you are logged in to

Google, your data will be attributed directly to your account. If you do not wish them to be attributed to your YouTube profile, you will need to log out of YouTube before activating the button. YouTube stores your data as a user profile and uses them for the purposes of advertising, market research and/or needs-oriented design of its website. Such evaluation is carried out in particular (even for users who are not logged in) to enable provision of needs-oriented advertising and to inform other users of the social network about its activities on our website. You have a right to object to these user profiles being formed, but to exercise this right you must contact YouTube directly.

This information may be transmitted to Google's servers in the USA and stored there. We have no influence on this. The use of YouTube videos is in accordance with the conditions agreed upon by the German data protection authorities with Google. We have concluded a contract with Google for order processing.

**3.6.3.** You can get further information about the purpose and scope of data collection and processing by YouTube from its data privacy statement, where you can also get further information about your rights and configuration possibilities to protect your privacy: <https://www.google.de/intl/de/policies/privacy>.

### 3.7. Data security

When you visit our website, your security is protected by the widely used SSL (Secure Sockets Layer) technology combined with the highest level of encryption which is supported by your browser. This is generally 256-bit encryption. If your browser does not support 256-bit encryption, we will instead use 128-bit v3 technology. If an individual page of our website is being transmitted in encrypted form, the key or lock depicted in the lower status bar of your browser will be shown as closed or locked.

We also take appropriate technical and organisational safety precautions in order to protect your data against accidental or deliberate manipulation, partial or complete loss, destruction or unauthorised access by third parties. We are continuously improving our safety precautions in line with technological developments.

## 4. Duration of storage of your data

**4.1.** When you contact us by e-mail, the data you provide (your e-mail address, your name and your telephone number if applicable) will be stored by us in order to answer your questions. We delete the data arising in this connection after storage is no longer necessary or restrict processing if there are legal storage obligations.

**4.2.** The data stored by you will also be stored for the duration of the current business relationship with you or as long as necessary. If this contractual relationship expires or if you make use of your rights under §6, your data will be treated in accordance with your exercise of your rights in the sense of §5, or deleted if necessary, unless longer retention periods are provided for by law. In the event of statutory retention periods, the storage period of certain data can be up to 10 years, irrespective of the processing purposes.

## 5. Who receives your data

**5.1.** Your data will not be transferred to third parties without your explicit consent. We sometimes use external service providers to process your data. We carefully select and instruct these service providers, and they are bound to our instructions and are subject to regular checks. We will not transfer your personal data to third parties for any purposes other than those listed below.

We will only transfer your personal data to third parties if:

- You have given express consent pursuant to Article 6 para. 1 sentence 1 (a) GDPR,
- Data transfer is required for the establishment, exercise or defence of legal claims, and there is no reason to assume that you have an overriding legitimate interest in your data not being transferred, pursuant to Article 6 para. 1 sentence 1 (f) GDPR,
- Transfer is necessary for compliance with a legal obligation pursuant to Article 6 para. 1 sentence 1 (c) GDPR, and
- This is legally admissible and is necessary for the performance of a contract to which you are party pursuant to Article 6 para. 1 sentence 1 (b) GDPR.

Insofar as this is required in accordance with Article 6 para. 1 sentence 1 (b) GDPR for the organization of the event with you, your personal data will be transferred to third parties. This includes, in particular, the transfer of these data to co-organisers and their representatives as well as to companies or their representatives in the following fields:

- Stand construction, service, technology, fittings
- The media / publishers / communications / the internet
- Authorities and other groups

These third parties may only use the transferred data for the purposes stated.

**5.2.** We may also pass on your personal data to third parties in the event that we offer special promotions, competitions, the conclusion of contracts or similar services in collaboration with partners. You will receive more detailed information on this when you provide us with personal data or in the description of the offer in question.

**5.3.** If any of our service providers or partners are headquartered in a state outside of the European Economic Area (EEA), we will inform you of the implications of this in the description of the offer.

**5.4.** Note on data transfer to the USA:

We have included tools from companies based in the USA on our website. Your personal data may be transferred to the US servers of these companies if these tools are active.

US companies are required to disclose personal information to security authorities. As a data subject, you have no right to object to this and cannot take legal action against it.

We cannot exclude the possibility that US authorities (e.g. secret services) may access, evaluate and permanently store your personal data on US servers.

We would therefore like to point out that the USA is not a safe third country in the sense of EU data protection law.

## 6. Rights of data subjects

You have the right:

- to withdraw the consent once given to us at any time, in accordance with Article 7 para. 3 GDPR. This means that we will not be allowed to continue the data processing for which the consent was originally given;
- to request information about your personal data which are processed by us, in accordance with Article 15 GDPR. In particular, you may request information about the processing purposes, the category of personal data, the categories of recipients to whom your data have been or are disclosed, the planned retention period, the existence of a right to correction, erasure, restriction of processing or objection, the existence of a right to make a complaint, the origin of your data, if they were not collected by us, and the existence of automated decision-making

including profiling and any significant information regarding details of this;

- to request the immediate correction or completion of your personal data which are stored by us, in accordance with Article 16 GDPR;
- to request the erasure of your personal data which are stored by us, in accordance with Article 17 GDPR, insofar as the processing of these data is not required in order to exercise the right to freedom of expression and information, in order to fulfill a legal obligation, for reasons of public interest or in order to establish, exercise or defend legal claims;
- to request a restriction on the processing of your personal data, in accordance with Article 18 GDPR, insofar as you contest the accuracy of the data, the processing of the data is unlawful but you oppose their erasure and we no longer require the data but you require them for the establishment, exercise or defense of legal claims, or you have filed an objection against the processing of the data in accordance with Article 21 GDPR;
- to receive the personal data which you have provided to us, in a structured, commonly used and machine-readable format, or to request the transmission of these data to another controller, in accordance with Article 20 GDPR, and
- to lodge a complaint with a supervisory authority in accordance with Article 77 GDPR. As a general rule, you may lodge a complaint with the supervisory authority with jurisdiction over your habitual residence or place of work.

## 7. Right to object

Provided that your personal data are being processed on the basis of legitimate interests in accordance with Article 6 para. 1 sentence 1 (f) GDPR, you have the right to object to the processing of your personal data, in accordance with Article 21 GDPR, provided that there are reasons for this resulting from your particular situation.

To use your right to object, simply send an email to the address shown above.

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