

# General Terms of Participation applying to DZT Trade Fairs and Workshops

## 1 Scope of application

These Terms of Participation govern participation in trade fairs and workshops organized by DZT.

## 2 Conclusion of the contract

### 2.1 Requirements for acceptance

Participation is open to organizations or firms involved in the business of travel to, and within, Germany. These are: national, regional and local tourist offices and tourist marketing organizations, travel agents, carriers (planes, trains, buses, ships, etc.), car hire companies, event and conference centers, hotels, hostels, inns and other forms of tourist accommodation, as well as other members of the service industry involved in the business of travel to, and within, Germany.

### 2.2 Registration

Registration shall be in writing and binding using the registration forms provided by DZT. The exhibitors' fee shall be as stated on the registration form.

### 2.3 Confirmation of acceptance

DZT shall issue written confirmation of acceptance to all exhibitors (*Anschließer/Workshopteilnehmer*) who have been accepted.

### 2.4 Restrictions on the number of exhibitors,

#### Minimum number of participants

The number of exhibitors may be restricted on objectively justified grounds, in particular if there is insufficient space. DZT has the right to cancel events if the required minimum number of exhibitors is not attained.

### 2.5 Payment

Participation is subject to due payment of the exhibitors' fee. The period allowed for payment will be as indicated on the invoice issued to the exhibitor. In the event of a delay DZT may charge interest at the rate of 5% above the base lending rate.

### 2.6 Cancellation

Any notification of cancellation must be in writing. Time limits for cancellation and cancellation fees in respect of the individual events shall be as indicated on the relevant registration form.

### 2.7 Withdrawal from the contract by DZT

DZT is entitled to withdraw from the contract if:

- payment in full of the participants' fee has not been received by the date specified in the invoice and the exhibitor fails to pay before expiry of any extension period allowed; or
- the exhibitor infringes domiciliary rights and does not refrain from such action even after having been advised to do so; or
- the exhibitor no longer fulfils the requirements for admission or DZT subsequently becomes aware of facts which, if known in time, would have justified a refusal of admission. This applies in particular to the initiation of insolvency proceedings or in the event that the participant becomes insolvent. The participant is required to inform DZT immediately upon the occurrence of either of these events.

Exercising the right to withdraw does not preclude the right to claim damages.

## 3 Allocation of stands

### 3.1 Basic principle

In allocating stands DZT shall take into account the subject or theme, the way the particular event is sub-divided, and the available space. Any particular requests concerning stands will be taken into account to the extent possible.

### 3.2 Build-up and breakdown time / decorating the stands

DZT will inform the exhibitor of the build-up and breakdown periods for the relevant trade fair/workshop. Workshops facilities and trade fair stands will be dismantled by the contractor engaged by DZT. Any variation of the basic elements of the stands by the exhibitor is subject to the consent of DZT.

### 3.3 Adjoining stands

The position of adjoining stands may be changed at the beginning of the event compared with the position at the time at which initial acceptance was granted. No damages shall be payable in respect of any such changes.

### 3.4 Exchange, Hand-over to third parties

The exchange of allocated stands with another sharing exhibitor as well as a partial or complete hand-over of the stand to third parties shall be subject to an agreement to this effect with DZT.

## 4 Liability, Insurance

Any no-fault liability on the part of DZT for initial defects displayed by the rented item (guarantee) is hereby excluded. DZT shall, however, be liable without limitation for intention, gross negligence or willful breach of material contractual obligations. Exhibitors are advised to take out exhibitors' insurance to secure possible risks of loss.

## 5 Requirement for consent

Advertising per loudspeaker and slide or film shows are permitted subject to a written agreement with DZT. This shall also apply to the joining of subcontractors or the use of other equipment and/or furnishings intended to increase the visual or acoustic appeal. Enquiries as to any additional costs which may arise may be addressed to the relevant local representative/distributor. Political advertising, e.g. by political parties, is not permitted.

## 6 Official approval, legal regulations and technical guidelines

The exhibitor is solely responsible for obtaining any necessary official approval or consent. It hereby undertakes to comply with the GEMA regulations and/or comparable provisions applying in the relevant country, with the trading, police and health regulations as well as with any other legal requirements. This applies in particular to the Equipment Safety Law (*Gerätesicherheitsgesetz*).

## 7 Audio-visual recordings

DZT is entitled to have photographs, drawings, as well as film and video recordings made of events taking place at the fair or workshop, of structures and stands, as well as of the exhibits, and to use these for advertising purposes and for publication in the media.

## 8 Use of data provided by exhibitors

The exhibitor agrees that data provided concerning the company or persons for the purposes of the event may be made public, inter alia as part of an entry in the exhibition handbook or the exhibitor catalogue.

DZT will inform about the storage of any personal data separately in compliance with the General Data Protection Regulation.

## 9 Advertising

The exhibitor may advertise on behalf of its own company or exhibits manufactured or distributed by that company but only within the stand it has rented.

## 10 Force majeure

### 10.1 Cancellation of the event

If DZT is prevented from holding the event for reasons outside the control of the exhibitor, all claims to the stand rental and/or exhibitors' fee become void. To cover any expenses already incurred, DZT may, however, invoice the exhibitor for work carried out on its behalf in connection with the exhibition, unless the exhibitor is able to furnish evidence that the results of this work are of no further use to it.

### 10.2 Rescheduling of the event

If DZT is in a position to hold the event at a later date it must notify the exhibitor immediately. Exhibitors are entitled to cancel their participation in the event it is rescheduled, provided notice of such cancellation is given within one week following receipt of notification of the rescheduling. In such cases any claims for payment of the stand rental shall be void.

### 10.3 Events that have already commenced

If an event that has already begun has to be shortened or cancelled as a result of force majeure, exhibitors/workshop participants are not entitled to assert claims for repayment of, or exemption from, the stand rental charge. This also applies in the event that the event cannot be carried in the range planned originally for reasons of force majeure.

## 11 Domiciliary rights, Waste disposal

For the entire duration of the event the domiciliary rights of the organizer and/or of the lessor of the facilities shall apply at all event sites. Insofar as any regulations regarding separation of rubbish into recyclable waste and waste without any residual value apply, the exhibitors must sort their waste accordingly.

## 12 Miscellaneous provisions

### 12.1 Requirement for writing

Any amendments or side agreements must be in writing.

### 12.2 Acceptance of the Terms of Participation

By signing the registration form the exhibitor acknowledges and accepts the General Terms of Participation.

### 12.3 Severability

Should any one or more provisions of these Terms of Participation be or become legally ineffective in whole or in part, or in the event that they contain any omissions, this shall not affect the validity of the remaining provisions. The invalid or missing provisions shall be replaced by the relevant statutory provisions.