

Terms and Conditions for Registration and Participation

Event

The tekomp fair is part of the tekomp Jahrestagung and the tcworld conference in the International Congress Center Stuttgart (“ICS”), November 3-5, 2020.

Contracting Party

The contracting party is tcworld GmbH, Rotebühlstraße 64, 70178 Stuttgart, Germany (“tcworld”/“organizer”) CEO: Dr. Michael Fritz. This service is provided in cooperation with the Association for Technical Communication – tekomp Deutschland e.V (“tekomp”) and the European Association for Technical Communication – tekomp Europe e.V. The contract between the exhibitor and tcworld is valid solely on the basis of the following conditions; the inclusion of terms and conditions by the exhibitor is expressly prohibited.

The organizer provides services in cooperation with tekomp. Contractual agreements must be in writing, whereas the submission of signed documents via email is sufficient. The primary exhibitor is solely liable for its co-exhibitors.

Registration/Admission/Stand Allocation

Register using the attached registration form and forward these materials to tcworld with a legally binding signature. By registering, and if a fair stand is assigned, the registrant commits to participation in the fair and the setup of a fair stand. Registration cancellations are not possible. The exhibitor will receive an informal written notification upon receipt of its registration. The exhibitor will receive confirmation of admission with stand number and other details after allocation of the stands. tcworld allocates the exhibition stands according to uniform criteria and determines their location and size. Exhibitors’ wishes for open sides, size and position shall be given consideration as far as possible. Planning may result in the allocated stand area being either larger or smaller than the desired stand area. Depending on stand size and layout, the open sides requested cannot always be granted. There is no entitlement to fulfillment of specific requests regarding halls. If such wishes cannot be met due to site layout, this shall not entitle the exhibitor to cancel, withdraw from, or terminate the fair contract. The organizer reserves the right to implement modifications which, for compelling reasons, may become necessary, even after conclusion of the fair contract. Such modifications shall not entitle the applicant to cancel, withdraw from or terminate the contract, or to claim compensation from the organizer. Every exhibitor undertakes to inform itself, after stand allocation, of the specific building conditions of its stand location, such as the exact dimensions, including any columns or height restrictions.

After April 3, 2020, the organizer will start planning the exhibition halls. Registration after this date is still possible, provided that stand spaces are still free. If, however, registration is completed after June 6, 2020, the exhibitor will not appear in the printed conference program.

Stand Space

The minimum area per individual exhibitor is 6 sqm; with one co-exhibitor, 9 sqm; with 2 co-exhibitors, 12 sqm. Existing columns in the stand area count as part of the stand area. The full rental fee is based on the organizer’s measurements. Fractions of a square meter will be rounded up to the nearest square meter for billing purposes.

The rental covers only the floor area excluding stand construction or partitions. Provision of electricity, water, or communication services is not covered by this contract. These, along with equipment, stand packages, furniture, WiFi and similar services must be ordered directly from Landesmesse Stuttgart GmbH (“LMS”) with the forms provided via the Online Order System. To this end, a contract must be made exclusively between the exhibitor and LMS.

Co-Exhibitors

Requests for admittance of co-exhibitors must be in writing, stating the full address, including the registration. Failure to submit this request can lead to the exhibitor being excluded from participation.

For co-exhibitors, the following fees apply:

Members: 210.00 Euro/day + VAT

Non-members: 260.00 Euro/day + VAT

A maximum of 2 co-exhibitors can be registered at one stand. The main exhibitor is responsible for informing the co-exhibitors of all exhibitor obligations. The main exhibitor will be billed directly for all co-exhibitor fees.

Ticket Codes for Fair Tickets

Exhibitors will receive ticket codes to invite their customers. Using a ticket code, customers can obtain a fair ticket free of cost. Exhibitors inviting clients will be billed 10.00 Euro for each validated ticket. Neither the ticket codes nor the free fair tickets are intended to be sold.

Design of the Fair Stands

For stand construction, the General Terms and Conditions of Messe Stuttgart GmbH apply. In particular, we refer to Point 4 of the Technical Guidelines (Fair stand construction regulations) in this regard.

Moreover, the following conditions of tcworld apply:

Only single-story stands are allowed. The maximum construction height is 5.50 m. A number of stands in Hall C1 are limited to a maximum construction height of 3.00 m.

The following minimum requirements must be fulfilled by the exhibitor:

- Floor space must be completely carpeted.
- Stands must have a panel with the logo and name of the company, from which the exhibitor's name is visible.
- All open stand areas must be laid out with a transparent design. Closed constructions next to corridors are not allowed. The closed portion on a corridor side must not exceed 30%. A closed wall must be a maximum of 3 m long and, on the corridor side, be designed with a graphic. Authorization must be obtained for these types of stands.
- The exhibitor is obliged to construct a completely enclosed, stable white partition bearing no advertising next to the adjacent neighboring stand, in order not to compromise the design of the other stand. This also applies if using exhibition folding walls in particular, which are not considered partitions. Exceptions may be agreed upon directly between exhibitors.
- Cables on the rear sides of stands must be cleanly bonded.
Cables on the floor must be covered with a cable duct or taped down.
- No objects may be placed in the corridors.

All stand packages of Messe Stuttgart fulfill these minimum requirements.

If a stand/exhibitor does not meet the minimum requirements, the organizer is entitled to ask the exhibitor to make adjustments to the stand. All expenses in connection with this will be borne by the exhibitor.

Stand Construction Permits

- A stand construction permit from Messe Stuttgart is required if the building height exceeds 3.50m or the floor space exceeds 30 sqm (however, static testing is not possible). Therefore, the exhibitor must submit the form "Stand Construction Permits" (available for download via the Online Ordering System), building/material specifications and stand construction plans as PDF files, no later than 8 weeks before the event (September 7, 2020), to Messe Stuttgart. The fee is 50.00 Euro per stand. Stand construction approvals received later than September 7, 2020 are subject to a surcharge of 50%. After September 22, 2020 the surcharge will be 100%.
- A stand construction permit from Messe Stuttgart is required for stands with closed ceilings and special structures.
- Stand constructions below 3.50 m height and smaller than 30 sqm that are not ordered in stand packages via the Online Ordering System of Messe Stuttgart (individual stand constructions) must be authorized by tcworld. These plans must be made available to tcworld in digital form by October 1, 2020 at the latest.

Setup and Dismantling of Stands

Setup: Monday, November 2, 2020, from 6:00 AM until Tuesday, November 3, 2020, 3:00 AM

In Halls C1 and C2, early setup is possible on Sunday, November 1, 2020, from 7:00 AM until 8:00 PM upon application via the Online Ordering System of Messe Stuttgart and for a fee of 570.00 Euro per stand.

Dismantling: Thursday, November 5, 2020, from 6:00 PM until 12:00 AM (midnight)

After 4:00 PM, dismantling of stands may begin. Due to safety reasons, forklifts, pallet trucks, empty containers, etc. however, may be driven into the halls beginning only at 6:00 PM (the end of the closing ceremony is at 5:00 PM). The on-site forwarder Schenker has priority when driving into the halls to deliver exhibitor materials and empty containers stored on site. In both halls, extended dismantling is possible on Friday, November 6, 2020 from 7:00 AM until 1:00 PM upon application via the Online Ordering System of Messe Stuttgart and for a fee of 570.00 Euro per stand.

Unless notice of late arrival has been given, stands not occupied by 7:00 PM on Monday, November 2, 2020 will be relocated for the overall appearance of the fair. However, the exhibitor is liable for the full amount of the stand rental as well as the construction costs.

If an exhibitor removes or disassembles its stand before 4:00 PM on the last day of the fair, it will be subject to a penalty fee of 500.00 Euro by fair management.

Opening Hours

1 st and 2 nd day:	Fair opening hours from 9:00 AM until 6:00 PM Opening hours for exhibitors: 7:30 AM until 11:00 PM Stand parties are possible until 11:00 PM after registering
3 rd day:	Fair opening hours from 9:00 AM until 4:00 PM Opening hours for exhibitors from 7:30 AM Dismantling of the stands from 4:00 PM until 12:00 AM

Stand Parties

Stand parties are possible on Tuesday, November 3 and Wednesday, November 4.

Parties can only begin after the end of the fair at 6:00 PM and will be approved until 11:00 PM. A party must be registered via Messe Stuttgart's online ordering system so that it is officially insured and can take place. A party takes place when guests who are not exhibitors are still at the stand after the visitors' opening hours (after 6:00 PM) and are served.

Stand Personnel/Exhibitor Passes

The exhibitor must occupy the stand with knowledgeable personnel present during the entire fair period. If a stand remains unoccupied over a longer period (e.g. beyond a normal break period), trade fair management then has the right to charge a penalty fee in the amount of 500.00 Euro.

The stand personnel selected must be reported on the tekomp registration tool no later than October 19, 2020. The administrator will receive a link from tcworld in time. Exhibitor passes must be downloaded by the exhibitor attendee itself to enter the fairground. During setup, dismantling and the trade fair, exhibitor passes must be visibly worn. The full balance must be received before downloading exhibitor passes.

The stand rental charge includes personnel in relation to the size of the space:

Up to 9 sqm: 1 person	From 20 sqm: 4 persons	From 40 sqm: 8 persons	From 60 sqm: 12 persons
From 10 sqm: 2 persons	From 30 sqm: 6 persons	From 50 sqm: 10 persons	

For additional stand personnel, the following fees will be charged:

Members:	90.00 Euro/day + VAT
Non-members:	140.00 Euro/day + VAT

Exhibitor passes entitle you to attend the conference. The fee for stand personnel includes lunch and beverages (self-service stations) during the event. Trade fair tickets (guest vouchers) are not valid as tickets for stand personnel. Fees for any registered stand personnel who have not canceled at least four days before the conference starts (October 27, 2020) will be charged in full after the conference.

Beverage Stations

Beverage stations in the fair halls are available to fair visitors and exhibitors. Taking beverages to customers at the stand is not permitted. For this purpose, order beverages from Messe Stuttgart GmbH using the catering form.

Photography

By entering the event, you give your consent to the organizer to take video recordings and photographs of trade fair stands and exhibits to be used for future promotional or advertising purposes. Here, signs protected by copyright, trademark or other intellectual property law may be visible. In this case, the exhibitor grants the organizer the right to photograph or film these in connection with the exhibition stand and to use the photographs without any restrictions in terms of time and space, in particular for advertising purposes and for reporting on the event. This includes publication, making the content available to the public, and sublicensing. The exhibitor warrants that it is entitled to grant these rights and waives all objections arising from the right of ownership and use. Should third parties assert claims against the organizer due to unauthorized use of these signs in advertising materials or event coverage, the exhibitor is obliged to indemnify the organizer from all claims, including costs of legal action.

Persons other than those authorized by the organizer require the express written permission of the organizer for recordings of any kind. An application form for this is available for download (Permission for Photography and Filming).

Advertising

The exhibitor may book the tekomp advertising and sponsoring packages. Other advertising outside the stand is not permitted.

Cleaning and Waste Disposal

The cleaning of outdoor fair premises and hallways will be conducted by LMS. The exhibitor commits to cleaning its own rented space and stand.

Any storage of packaging material within, next to, or behind the stands, in the halls, or in the lot is prohibited and must be stored separately. Stand cleaning, waste disposal and the storage of empty containers can be ordered directly from Messe Stuttgart with the forms provided via the Online Ordering System. The Waste Guidelines of Messe Stuttgart must be followed when handling waste.

Insurance and Security

The exhibitor shall be liable for any personal injury and/or property damage caused by the company and/or personnel. An exhibitor liability insurance policy is mandatory. The insurance must cover a minimum of 3,000,000.00 € for personal injury and damage to property, 1,000,000.00 € for damage to hired items and 5,100.00 € for pecuniary losses. Appropriate insurance can be ordered via the Online Ordering System at Messe Stuttgart with the form "Liability Insurance".

Security for the stands and/or exhibits during setup and dismantling during and after open hours must be provided by the exhibitor. The organizer accepts no liability for damage caused by fire, burglary, theft, burst pipes, or weather conditions. Stand security can be ordered via the Online Ordering System at Messe Stuttgart.

General security of the halls, outdoor area, doors and elevators during the trade fair setup and dismantling periods is provided exclusively by LMS. LMS is solely liable for these services, to the exclusion of the fair organizer.

Usage of Audio, Image or Video Equipment – GEMA

The exhibitor shall contact GEMA (German Society for Musical Performing Rights and Mechanical Reproduction Rights) in the following cases: use of live music, recorded music, records, cassettes, CDs, DVDs, presentations of films with sound or videos with music. The relevant form, "GEMA Permit", can be found via the Online Ordering System.

Audio, image or video equipment may only be used if it does not disturb neighboring stands, which must not be affected in any way (max. 50 dB). Amplifying equipment may not be used.

Liability

The liability of the organizer is limited to 5,000,000 Euro with regard to compensation for damages due to violation of essential contractual obligations. The above limitation does not apply to bodily injury or damage resulting from intentional or grossly negligent conduct. The organizer shall not be liable in the event of breach of secondary contractual obligations unless it is a matter of liability for damage to life, limb or health or of intentional or grossly negligent conduct.

The exhibitor commits to good behavior towards co-exhibitors, the organizer, and tekomp and its organs, and must refrain from all actions that are likely to disrupt the exhibition or conference. The organizer shall issue a warning notice

in the event of infringements; in the event of violations of the warning notice or serious violations, the exhibitor's contract may also be terminated immediately and the exhibitor requested to leave the exhibition immediately. The exhibitor shall also be liable for culpable conduct on the part of its agents, such as stand construction companies.

Force Majeure

(1) Force majeure in the relationship between the organizer and exhibitor:

In the event of force majeure leading to the cancellation of the fair or an interruption of the contract or the fair or individual contractual services, both parties have the right to terminate the contract.

This also applies if impossibility results according to German Civil Code (BGB) § 275, paragraph 2.

In the above-mentioned cases, the organizer can demand the appropriate part of the agreed-upon participation fees, with which the services already provided by the organizer in accordance with the contract and in justified expectation of the execution of the event are compensated. In all other respects, services already rendered in accordance with §§ 346 BGB shall be rescinded, and the claim to the contractual services shall lapse. Claims for damages and compensation for futile expenditure are excluded.

It is also deemed agreed that a case of force majeure also exists if such a number of exhibitors or participants cancel their participation in advance that the staging of the fair would no longer correspond to its purpose and if the event, had the organizer known the situation and the number of exhibitors/participants remaining after the cancellations from the outset, had not advertised the fair from the beginning or had not led to the conclusion of the contract.

In this case, the contract is rescinded in accordance with BGB §§ 346, and the claim to the contractual services no longer applies. Claims for damages and compensation for futile expenditure are excluded, unless the organizer has caused the cancellation through gross negligence or intent.

(2) Potentially imminent force majeure:

This provision shall come into force if force majeure or impossibility according to BGB § 275, paragraph 2 has not yet occurred, but it appears possible with an overwhelming degree of probability or is also obvious that force majeure could occur: There may be situations, e.g. due to public uncertainty in dealing with the situation, in which force majeure has not yet occurred, but it appears with predominant probability that the contractual services may be affected by force majeure or impossibility according to BGB § 275, paragraph 2.

Insofar as the organizer expressly gives the exhibitor instructions or advice, it is obliged to carry out only those activities which do not incur any further costs or to encourage other service providers to suspend services. Insofar as services that are absolutely necessary and cannot be postponed must be provided, the exhibitor is obliged to demonstrate to the organizer the absolute necessity and legal consequences of any further delay. Upon request, it shall be obliged to prove that it has taken all reasonable steps to avoid or postpone these legal consequences. If the exhibitor succeeds in providing this proof, the organizer shall reimburse the reasonable costs for the effort of providing the proof.

In this case of cancellation, the contract will be rescinded in accordance with BGB §§ 346, and the claim to the contractual services will no longer apply. Claims for damages and reimbursement of futile expenses are excluded, unless the organizer has caused the cancellation by gross negligence or intent.

(3) Reasons of reverence:

Force majeure shall be deemed equivalent to an event in which the parties would be able to perform, but in which considerable reasons of public decency demand non-performance.

Such a reason of reverence is given if, at least in the region of the event location, flags are ordered to be lowered to half-mast by the authorities, are lowered to half-mast, or same is imminent, or if a serious accident, disaster or pandemic/epidemic or an incident (hereinafter only: event) occurs within 48 hours before the start of the trade fair,

which is reported in the predominant number of media in the region of the venue, or if the event occurred more than 48 hours ago, but the reporting is still considerably present in the predominant number of local or Germany-wide media through special broadcasts or reports (e.g. "Live Ticker"), or if comparable events within Germany are canceled due to the same event.

In this case, the contract is rescinded in accordance with BGB §§ 346, and the claim to the contractual services is canceled. Claims for damages and reimbursement of futile expenses are excluded, unless the organizer has caused the cancellation by gross negligence or intent.

(4) Further legal consequences from the above paragraphs:

Due to the occurrence of force majeure or other events regulated in the above paragraphs, such provisions in the contract shall continue to apply to the extent that the contract has otherwise been terminated or rescinded, but from which legal questions and legal consequences arise even after the end of the contract (e.g. copyrights, place of jurisdiction).

Invoice/Terms of Payment

With the allocation of the stand in April 2020, the exhibitor shall make an advance payment of 50% + VAT of the stand rental charge. Payment of the remaining amount of the stand rental charge and admitted co-exhibitors shall be made by July at the latest. Registrations that are received after June 1, 2020, must immediately pay 100% + VAT of the amount charged + VAT for the stand rental and co-exhibitors.

If the advance payment on the stand rental is not paid, or not paid in full, within the deadlines, the organizer shall be entitled to award the allocated stand to others. In this case, the organizer may charge 8% interest over the base interest rate to the exhibitor.

Power Supply Charge

The cost of the fair's general energy consumption (hall lighting, elevators etc.) will be billed pro rata by tcworld after the fair, regardless of whether power supply for the stand was ordered or not. The following rates will be invoiced:

- Stand size up to 15 sqm: 75.00 Euro flat fee
- Stand size larger than 15 sqm: 150.00 Euro flat fee

Power connection must be ordered from Messe Stuttgart with the forms provided via the Online Ordering System. Connections and individual energy consumption will be billed by Messe Stuttgart.

Recognition of the Terms and Conditions of Exhibition

By registering for participation in the trade fair, the exhibitor agrees to, on behalf of itself, its assigns and its co-exhibitors, the Safety Regulations and the Technical Guidelines of Landesmesse Stuttgart GmbH (available for download at <https://tcworldconference.tekom.de>) and these Terms and Conditions for Registration and Participation of tcworld GmbH as legally binding. These terms are included in the contract and can also be viewed at conferences.tekom.de.

In the event of violation, trade fair management shall be entitled to remove the faults or disruptions at the expense of the relevant exhibitor and close down the stand without compensation.

Data Privacy

The responsible body according to Art. 4, para. 7 in connection with Art. 26 of the EU Basic Data Protection Regulation (DSGVO) is tcworld GmbH jointly with the Gesellschaft für Technische Kommunikation – tekom Deutschland e.V. and the European Association for Technical Communication – tekom Europe e.V. (Joint Controllership).

In the context of registration and participation in the event, personal data on participating entrepreneurs or employees of participating companies collected in the registration form will be processed.

The purpose of data processing is:

- Communication with responsible contact persons, before, during and, if applicable, after the event
- Inclusion in the exhibitors/sponsors directory
- Invoicing

The legal basis for this is DSGVO Art. 6, para. 1, p. 1 lit. b.

We assume that you are also interested in other trade fair and advertising/sponsoring options and will inform you of

these in good time beforehand. The legal basis for this is DSGVO Art. 6, para. 1, p. 1 lit. f. You can object to receiving this advertising information by sending an email to vertrieb@tekom.de.

To fulfill contractual obligations, it may be necessary to forward the contact data of exhibitors to Landesmesse Stuttgart GmbH or a service provider of Messe Stuttgart. Information on Messe Stuttgart's data protection policy can be obtained here: <http://www.messe-stuttgart.de/datenschutzerklaerung/>

Your data will be deleted when they are no longer required for the above-named purposes, at the latest, however, after expiration of the legal retention periods.

The persons named in this document have the right to obtain information from the organizer on the data it has stored.

In addition, the following rights exist:

- Right of rectification or erasure
- Right to restriction of processing
- Right to object to processing
- Right to data portability

Period of Limitation

All contractual and pre-contractual claims of the exhibitor towards the trade fair management shall come under the statute of limitations for a period of 6 months. This period shall start on the first business day after the end of the trade fair.

This agreement shall be governed in accordance with German law. The place of performance and jurisdiction shall be Stuttgart, Germany.

Voidance

Should any of the aforementioned provisions be or become invalid, this shall not affect the validity of the remaining Special Terms and Conditions for Participation or any of the agreement in its entirety. Should any of these provisions be invalid, the parties agree that it shall be replaced by whatever provision comes as close as possible to the terms of its economic meaning and purpose.

All quoted prices exclude sales tax (VAT) of 19%.

Organizer:

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