

Essential information

Please also refer to our enclosed Conditions of Participation



spoga horse (autumn), 01. - 03.09.2019

The application documents include

Essential information

The forms:

- 1.10 Application for main exhibitor*
- 1.11 Enclosure to the application for main exhibitor
- 1.20 Application for co-exhibitors
- 1.21 Application for additionally represented companies
- 1.30 List of Products*
- Z.01 Exhibitors' passes against payment
- Z.03 Infoscout (Trade representative search)
***Must be returned**

General Section of the Conditions of Participation

Special Section of the Conditions of Participation

1 Opening hours

For visitors

Sunday, 1 September 2019	9:00 a.m.-6:00 p.m.
Monday, 2 September 2019	9:00 a.m.-6:00 p.m.
Tuesday, 3 September 2019	9:00 a.m.-5:00 p.m.

For exhibitors:

Sunday, 1 September 2019	8:00 a.m.-7:00 p.m.
Monday, 2 September 2019	8:00 a.m.-7:00 p.m.
Tuesday, 3 September 2019	8:00 a.m.-6:00 p.m.

2 Application

Form 1.10 must be submitted by each main exhibitor. Please fill out the application form completely, stamp it with your company seal, and have a responsible person sign it. The application is only valid when accompanied by the list of products on **Form 1.30**. Co-exhibitors* or additionally represented companies* are required to register using **Form 1.20/1.21**. A separate list of products – **Form 1.30** – must be filled in for each of these companies.

*see Item V, General Section of the Conditions of Participation

3 Participation fees

Participation fees (per m² floor area):

The space rental amounts:

Application until 1 March 2019*:

up to 250 m ²	EUR 179.00 for each m ²
from the 251st m ²	EUR 171.00 for each additional m ²
from the 501st m ²	EUR 166.00 for each additional m ²

Application from 1 March 2019*: EUR 203.00 for each m²

***date of receipt by Koelnmesse**

In addition, a flat rate electricity fee of 11.00 Euro per m² and an AUMA fee of 0.60 Euro per m² are charged, see the Special Section of the Conditions of Participation, Item 3.

Minimum stand area is 12 m².

The co-exhibitor fee costs euro 370.00, see Item 3.5, Special Section of the Conditions of Participation.

The rental fee for stand area does not include the cost for any build up.

Down payment for services

Koelnmesse shall be entitled to charge a reasonable down payment for the services used for the event in question – e.g. electrical and water connections, stand cleaning, etc. The down payment for services shall be assessed on the basis of the services charged for the previous event. The down payment for exhibitors who have not participated in the previous event shall total EUR 14.50 per m² – plus the costs for the obligatory marketing services (Marketing Package); see Item 7.2, Special Section of the Conditions of Participation. Once the event has ended, a separate final invoice for services will be issued; the down payment will be applied towards this amount. The invoice shall fall

due for payment immediately following receipt. If the amount of the down payment should exceed the fees actually incurred for services, the amount by which the down payment exceeds actual charges shall be refunded to the exhibitor. The exhibitor shall have no claim to payment of interest on the down payment.

4 Turnkey stands / Koelnmesse Service stands

Koelnmesse GmbH offers turnkey stands. These stands are available in various designs.

For any questions regarding the stand construction, please contact:

services@koelnmesse.de, Tel. +49 221 821-3998, Fax +49 221 821-3999

You will find more detailed information on our website: www.spogahorse.com

5 Build up

Monday, 26 August 2019	9:00 a.m.-midnight
Tuesday, 27 August - Friday, 30 August 2019	midnight-midnight
Saturday, 31 August 2019	midnight-6:00 p.m.

Build up should be completed on 31 August 2019 by 6:00 p.m. at the latest. The aisles must be completely cleared by this time.

Early build up is not possible.

6 Dismantling times

Tuesday, 3 September 2019	5:00 p.m.-midnight
Wednesday, 4 September 2019	midnight-midnight
Thursday, 5 September 2019	midnight-6:00 p.m.

Dismantling may begin not earlier than 5:00 p.m. on 3 September 2019.

7 Stand confirmation

Once your company has been accepted for participation, you will receive confirmation of your stand in April 2019 or thereafter.

8 Technical guidelines / services

You may download the Technical Guidelines from the trade fair website or from www.koelnmesse-service-portal.com. You also have the option of requesting the Technical Guidelines in printed form and on CD-ROM. Our entire range of services can be ordered online at the Koelnmesse Service Portal. You will receive your log-in data in a separate letter with your stand confirmation in or after April 2019.

Please take note of the submission deadlines for the order forms!

9 Maximum stand height / special build up

The permissible stand height is 3.0 meters. This is also the maximum allowable height for all company and product signs and all types of advertising.

If your stand deviates from the build up guidelines in any way, or if you are planning to have special build up, please submit your plans to Koelnmesse (Department Exhibition Facilities) in duplicate for perusal no later than six weeks prior to the beginning of the event. In addition, lighting equipment may be suspended from the hall ceiling. Please note that for any objects hanging from the hall ceiling, neither the lighting equipment nor its mounts may be connected to the stand build up.

10 Scale drawings of stands

Sketches of stands can be provided on a scale of 1:200 upon request by the exhibiting company.

11 Withdrawal / non-participation

If you withdraw your application to participate before you receive the acceptance / stand area confirmation, you will have to pay a fee of euro 600.00. The contractual relationship can no longer be terminated once the stand has been bindingly registered and confirmed. The event's organizer can assent to a request for release from the contract by way of exception if the stand area thus made available can be rented to someone else. In this case, the organizer is authorised to charge a flat-rate of 25% of the participation fee for the costs incurred. If the space cannot be re-rented, the full participation fee must be paid. See Item II, General Section of the Conditions of Participation.

12 Invoicing

You will receive the invoice for the stand area along with your free exhibitors and work passes from the middle of June 2019. Please observe the terms and conditions of payment listed under Item IV, General Section of the Conditions of Participation.

13 VAT refunds

All prices given are net prices. The statutory VAT will be charged separately where applicable. As a rule, Koelnmesse provides exhibitors (proprietors) with a uniform service – a so-called event service – in accordance with Art. 3a.4., Par. (2) of the German ordinance on the application of the VAT (UStAE). The place of performance for such services is the recipient's headquarters. Koelnmesse will therefore invoice foreign exhibitors (proprietors) according to the reverse charge accounting mechanism without charging any German VAT. Exhibitors from the European Union need to enter their valid VAT identification number in the application form in order to be considered entrepreneurs. Exhibitors must immediately notify Koelnmesse of any changes to their VAT identification numbers. If, in exceptional cases, services are not provided as uniform offerings in the sense described above and statutory VAT is charged, foreign exhibitors (proprietors) may receive a refund of the invoiced VAT provided they fulfil the legal requirements. Further details are available online at www.bzst.bund.de.

14 Exhibitor passes

With the invoice for the participation costs, each exhibitor receives free of charge and valid for the period from the first day on which build up work begins to the final day of dismantling:

- 3 exhibitor passes for a stand up to 20 m²
- each additional 10 m² up to 100 m² 1 further exhibitor pass
- each additional 20 m² over 100 m² 1 further exhibitor pass
- Upper limit : max. 150 exhibitor passes

15 Work passes

Together with the invoice for the participation costs, you will also receive work passes free of charge to allow your company's personnel access to the fairgrounds for purposes of construction and dismantling.

- 4 work passes for a stand up to 20 m²
- each additional 10 m² up to 100 m² 1 further work pass
- each additional 20 m² over 100 m² 1 further work pass
- Upper limit : max. 150 work passes

16 Marketing Services (Marketing Packages)

The marketing services offered by Koelnmesse are the comprehensive and attention-grabbing solution for all stages of your trade fair communication. Use of the marketing services listed under Item 71, Special Section of the Conditions of Participation, is mandatory for all represented companies, co-exhibitors and other represented companies and costs:

EUR 890.00 per main exhibitor, group organiser and group participant.
EUR 250.00 per co-exhibitor and other represented companies.

Our official contractual partners will provide you with all order information and documents for the marketing services offered. Please note that your company's participation requires Koelnmesse's approval. Therefore, this approval is also a prerequisite for any offers or order confirmations.

Please note: The editorial and advertising deadline is 25.06.2019.

17 A note on unofficial exhibitors' directories

So-called registration offers for seemingly official exhibitors directories lead to confusion and enquiries from numerous exhibitors'. Without having been asked, the providers of these exhibitors' directories are sending forms that give the impression that these are galley proofs or invoices from the publisher commissioned with publication of the official fair media. **In fact, these so-called registration offers are order forms for an entry in directories of companies or exhibitors and do not involve the official fair media of Koelnmesse GmbH.** The official media are exclusively issued by Koelnmesse GmbH, in cooperation with the media publisher commissioned by Koelnmesse GmbH. Entries in the official fair media can only be booked through Koelnmesse GmbH or through the media publisher commissioned by Koelnmesse GmbH for the media in question.

18 Koelnmesse representatives abroad

Koelnmesse has representative offices in 80 countries. They will gladly assist you at any time. A list of these offices is available online at www.koelnmesse.de

19 Advertising

If you hand out any bags, their dimensions may not exceed 40 x 30 x 10 cm; empty bags should not be handed out.

20 "Infoscout" information service for visitors

The information about your company that you submitted on Forms 1.10 to 1.30 will be made available at the information stands in the halls for interested visitors during the event. What's more, with Koelnmesse's electronic information system "Infoscout" you can find out about **trade representative vacancies**. You can use the enclosed Form Z.03 to specify this offer according to products, countries or regions. Exhibitors and visitors can use "Infoscout" free of charge.

21 Important contacts

	Tel.: +49 221 821-	Fax: +49 221 821-	Email:
Director, Mrs. Rathke	-2576	-991376	i.rathke@koelnmesse.de
Sales Managerin Exhibitors Mrs. Barkowski	-2543	-991376	a.barkowski@koelnmesse.de
Project Assistant Mrs. Langguth	-2798	-991376	s.langguth@koelnmesse.de
Press	-3881, -2721	-3544	
Protocol	-2502	-3402	
Accounts department	-2378	-2506	
Exhibitor support – Additional exhibitor passes, catalogue, entrance ticket voucher – Technical services	-2991 -3998	-3437 -3993	
Congresses, special events, conference rooms	-2201	-3430	
Security office east	-2550, -2549	-3450	
Security office north	-2551, -2552	-3780	
Turnkey stands Koelnmesse Service	-3998	-3999	services@koelnmesse.de
Marketing services/Marketing Package/Advertising material	-2824		marketingpaket@koelnmesse.de
Marketing services (Outdoor/hall advertising)	-3224	-3501	
Event Engineering	-3879, -2714, -2085	-3287	
Car parking	-3998	-3999	
Traffic controlling (truck parking)	-2670	-3999	
Forwarding agents (customs clearance/storage/transport) – Schenker	+49 221 981310	+49 221 981318890	fairs.koeln@dbschenker.com
Insurance	+49 221 77155824	0180 202505059	
Security	-2456, -2818	-3435	
Arranging personnel – Hostesses / service staff – build up / dismantling staff	+49 221 28492-05/-06 -2882	+49 221 8800066 +49 221 45559634	
Restaurants/stand catering	+49 221 2848584	+49 221 2848599	aramark@catering-koelnmesse.com
Hotel accommodation	-2087	-3739	hotel-services@koelnmesse.de
Visitor service	+49 180 6408645	+49 221 821991305	spogahorse@visitor.koelnmesse.de
GEMA	+49 231 57701 200	+49 231 57701 230	



01. - 03.09.2019

Customer number:

0	6	4	0
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Name of main exhibitor:

Application for main exhibitor
Must be returned. List of products (Form 1.30) must be filled in for application to be valid.

1.10

1 Main exhibitor

1.1 Address:

Company/Name:

Address:

Town, postcode:

P.O. Box, postcode:

Country / state:

Tel.:

Fax:

e-mail:

Internet:

Proprietor / Managing Director:
(please give first and last name)

Mr Mrs

Correspondence language:

German English

Sort alphabetically under the letter:

Contact person for the event is:

Mr Mrs

Tel.:

Fax:

e-mail:

1.2 We are a/an:

Manufacturer

Wholesaler

Importer

Dealer

General representative

Association / institution

Service provider

1.3 We are registered with the:

Commercial register

At the Magistrate

Court in:

Commercial

Register no.:

1.4 Turnover tax ID number (VAT):

(Required information for companies from EU countries)

1.5 We are a subsidiary / branch of the following company / group:

Company / name:

Address:

Town, postcode:

Country, state:

1.6 We belong to the following associations:

2 Desired stand

(allocation as far as possible)

2.1 We hereby order the following stand area in accordance with the Conditions of Participation at a price (excluding VAT) of:

Application until 1 March 2019*:

up to 250 m² EUR 179.00 for each m²

from the 251st m² EUR 171.00 for each additional m²

from the 501st m² EUR 166.00 for each additional m²

Application from 1 March 2019*: EUR 203.00 for each m²

***date of receipt by Koelnmesse**

plus EUR 11.00 per m² proportional energy costs**

plus EUR 0.60 per m² AUMA fee**

plus EUR 890.00 Marketing Package per main exhibitor**

plus EUR 14.50 per m² down payment for services**

Minimum stand space 12 m²

**see Item 3, Conditions of Participation, Special Section

Area in m²

Frontal width

in meters

min

max

Depth

in meters

min

max

Type of stand:

Terrace stand

Corner stand

Two-corner stand

Island stand

Departures from the desired stand type may not be subject of an objection, see item II.3, General Section of the Conditions of Participation

2.2 The stand build up will be ordered from :

Koelnmesse GmbH

please submit a separate order

3 Exhibits

List of Products must be filled in for your application to be valid.

Please check your products/services on the enclosed List of Products. Please note that only those products/services registered with the List of Products may be exhibited at the fair.

Data Protection Notice:

You can read our Data Protection Notice in the complete participation documents and at any time under www.koelnmesse.com/data-protection-notice.

We would like to stay in touch with you in the future, in order to keep you appropriately informed of events and similar services. That's why we would like to ask for your consent to contact via electronic media.

I hereby permit Koelnmesse GmbH, as well as its responsible subsidiary abroad and its commercial agents, to send me information by e-mail about future similar trade fairs/events/platforms that are organized in Germany and abroad. A list of the subsidiaries and commercial agents of Koelnmesse GmbH, as well as further details about data protection, can be found in the complete document containing the participation documents. It can also be accessed at any time at www.koelnmesse.com/data-protection-notice.

I can withdraw my consent at any time in the future (by sending an e-mail to datschutz-km@koelnmesse.de)

By signing and returning the application form, we acknowledge that the General and the Special Sections of Koelnmesse GmbH's Conditions of Participation as well as the stipulations of the Koelnmesse Service Portal (in particular the technical regulations and the supplements contained in the order forms) are binding for our company.

X

Place, date, legally binding signature and company stamp of the main exhibitor



01. - 03.09.2019

Customer number:

0	6	4	0
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Name of main exhibitor:

Enclosure to the application for main exhibitor
Invoice address/Address for correspondence

1.11

1 Invoice address

If the **invoice** should be sent to an address other than the one given in Form 1.10, please enter it below:

Language of correspondence:

German English

Company/Name:

Address:

Town , postcode:

P.O. Box , postcode:

Country / state:

Tel.:

Fax:

e-mail:

Please note:

The registered company will be obliged to settle the invoice if the recipient of the invoice fails to effect payment.

2 Address for correspondence

If **correspondence** should be sent to an address other than the one given in Form 1.10, please enter it below:

Language of correspondence:

German English

Company/Name:

Address:

Town , postcode:

P.O. Box , postcode:

Country / state:

Tel.:

Fax:

e-mail:

Please note:

You can read our Data Protection Notice in the complete participation documents and at any time under www.koelnmesse.com/data-protection-notice.

X

Place, date, legally binding signature and company stamp of the main exhibitor



01. - 03.09.2019

Customer number:

0	6	4	0
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Name of main exhibitor:

Application for Co-exhibitors*

List of Products (Form 1.30) must be filled in for application to be valid

1.20

In accordance with Item V of the General Section of the Conditions of Participation, we hereby register the following co-exhibitors at our stand:

If you need to register more than two additional companies, please photocopy the blank form first.

Company/Name:

Address:

Town / postcode:

P.O. Box / postcode:

Town / postcode:

Country / state:

general Phone:

general Fax:

general E-mail:

Internet:

Contact person:

Mr Mrs

E-mail

Contact person:

Company/Name:

Address:

Town / postcode:

P.O. Box / postcode:

Town / postcode:

Country / state:

general Phone:

general Fax:

general E-mail:

Internet:

Contact person:

Mr Mrs

E-mail

Contact person:

Please provide a separate list of exhibits (Form 1.30) for each co-exhibitor that you register.

Customer number:

0	6	4	0
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The company is:

Manufacturer
 Importer
 General
 Representative

Wholesaler
 Dealer
 Association/institution
 Service provider

The company is represented with:

own products
 own staff

Turnover tax ID number (VAT):

(Required information for companies from EU countries)

The participation fee per co-exhibitor is to euro 370.00 (plus VAT) and will be charged to the main exhibitors' account.

This fee does not include the entry in the Marketing Package, see Item 7.2, Special Section of the Conditions of Participation.

Customer number:

0	6	4	0
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The company is:

Manufacturer
 Importer
 General
 Representative

Wholesaler
 Dealer
 Association/institution
 Service provider

The company is represented with:

own products
 own staff

Turnover tax ID number (VAT):

(Required information for companies from EU countries)

The participation fee per co-exhibitor is to euro 370.00 (plus VAT) and will be charged to the main exhibitors' account.

This fee does not include the entry in the Marketing Package, see Item 7.2 Special Section of the Conditions of Participation

*Explanation "Co-exhibitors":

Co-exhibitors are companies with their own products and their own personnel that use the stand area of a main exhibitor. Companies within groups and subsidiaries count as co-exhibitors.

Please note:

You can read our Data Protection Notice in the complete participation documents and at any time under www.koelnmesse.com/data-protection-notice.

X

Place, date, legally binding signature and company stamp of the main exhibitor



01. - 03.09.2019

Customer number:

0	6	4	0
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Name of main exhibitor:

Application for additionally represented companies*
List of Products (Form 1.30) must be filled in for application to be valid

1.21

In accordance with Item V of the General Section of the Conditions of Participation, we hereby register the following additionally represented companies at our stand:

If you need to register more than two additional companies, please photocopy the blank form first.

Company/Name:

Address:

Town / postcode:

P.O. Box / postcode:

Town / postcode:

Country / state:

general Phone:

general Fax:

general E-mail:

Internet:

Contact person:

Mr Mrs

E-mail

Contact person:

Company/Name:

Address:

Town / postcode:

P.O. Box / postcode:

Town / postcode:

Country / state:

general Phone:

general Fax:

general E-mail:

Internet:

Contact person:

Mr Mrs

E-mail

Contact person:

Please provide a separate list of exhibits (Form 1.30) for each additionally represented company that you register.

0	6	4	0
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Customer number:

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The company is:

Manufacturer
 Importer
 General
 Representative

Wholesaler
 Dealer
 Association/institution
 Service provider

The company is represented with:

own products
 own staff

Turnover tax ID number (VAT):

(Required information for companies from EU countries)

0	6	4	0
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Customer number:

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The company is:

Manufacturer
 Importer
 General
 Representative

Wholesaler
 Dealer
 Association/institution
 Service provider

The company is represented with:

own products
 own staff

Turnover tax ID number (VAT):

(Required information for companies from EU countries)

***Explanation "additionally represented companies":**

Additionally represented companies are companies that have products at the stand but none of their own staff.

Please note:

You can read our Data Protection Notice in the complete participation documents and at any time under www.koelnmesse.com/data-protection-notice.

X

Place, date, legally binding signature and company stamp of the main exhibitor



01. - 03.09.2019

Customer number:

0 6 4 0

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Name of main exhibitor:

List of Products

Must be returned by

- Main exhibitor
- Co-exhibitor
- Additionally represented companies

Please fill in and return with your application

1.30

Name of exhibitor / co-exhibitor / additionally represented company: (Please fill in a separate List of Goods for each company)

Main focus of our product range:

(Please make sure you fill this in!)

No.:

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No.:

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For co-exhibitors/ additionally represented companies

Name of the main exhibitor at whose stand you are represented:

Please note:

This directory of products shall not be considered the basis for automatic entry in the directory of products in the official fair media. Our official contractual partners will provide you with all order information and documents for the marketing services offered.

List of Products **X** (Please tick the appropriate box)

Our target/sales markets are:

Africa

- South Africa
- West Africa
- East Africa
- North Africa

The Americas

- USA
- Canada
- Mexico
- Colombia
- Brazil
- Others Central America
- Others South America

Asia

- China
- Japan
- South East Asia
- India
- Middle East

Europe

- Western Europe
- Northern Europe
- Southern Europe
- Russia
- Turkey
- Others Eastern Europe

Oceania

- Australia
- New Zealand
- Others Oceania

Equestrian Sports

- 1100 Clothing for horse and rider
- 1103 Airbag garment
- 1105 Clothing
- 1110 Computer embroidery, engraving
- 1115 Boots, bandages, overreach boots
- 1120 Gloves
- 1125 Horse blankets, saddle pads
- 1130 Riding safety helmets, headwear
- 1135 Body protectors, reflectors
- 1140 Other textile equipment
- 1145 Clothes for competitions
- 1200 Equestrian accessories
- 1205 Accessories
- 1210 Horse driving sports, accessories
- 1215 Bits, horse brasses, saddlery hardware
- 1220 grooming equipment
- 1225 Whips, lunge-lines
- 1230 Halters, headcollars, ropes
- 1232 Lambskin products
- 1235 Equestrian wear, accessories
- 1240 Equestrian sports ornaments
- 1245 Saddlebags, trekking/endurance equipment
- 1250 Special equipment
- 1255 Trotting, accessories
- 1260 Club supplies, cups, rosettes, badges and plaques
- 1265 Western wear, accessories
- 1300 Horse care and health, feeding
- 1305 Occupation/toys for horse
- 1310 Horse brushes, currycombs
- 1315 Diagnostic, therapeutic devices
- 1320 Fodder and supplementary fodder

- 1325 Shoeing accessories/devices
- 1330 Hoof care products
- 1335 Insect repellents, parasite protections, parasite prevention
- 1340 Medical products
- 1345 Horse/leather care equipment, cleaning agents
- 1350 Clipping machines
- 1355 Veterinary and lab-technology
- 1360 Science, research
- 1400 Saddlery and leather goods
- 1405 Saddlers' supplies
- 1410 Saddlery goods (saddles, snaffles etc.)
- 1415 Riding shoes, boots, chaps
- 1420 Textile and leather care, cleansing products
- 1500 Stable, pasture and transport
- 1505 Electric fences, equipment
- 1510 Horse troughs
- 1515 Obstacles, cavalettis, lettering, dressage arena boundaries
- 1520 Technical feeding equipment
- 1525 Riding arena equipment
- 1530 Saddle cupboards, saddle racks, caddies
- 1535 Solariums, saunas, warm air drying
- 1540 Stable and hall construction
- 1545 Stable and transport equipment
- 1550 Stable equipment, technical equipment
- 1555 Trailers, cars
- 1560 Pasture management, agricultural equipment
- 1600 Others and gifts
- 1605 Gifts, toys
- 1610 Pet care supplies and accessories
- 1615 Dog sports articles

Main exhibitor:

0 6 4 0

Customer no.:

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- | | | |
|--------------------------|------|---|
| <input type="checkbox"/> | 1616 | Dogs equipment |
| <input type="checkbox"/> | 1620 | Hunting articles |
| <input type="checkbox"/> | 1625 | Calendars, posters, prints, illustrated books |
| <input type="checkbox"/> | 1630 | Painting, grafics |
| <input type="checkbox"/> | 1635 | Horse breeding |
| <input type="checkbox"/> | 1640 | Sculptures, design |
| <input type="checkbox"/> | 1645 | Animal identification, animal making |
| <input type="checkbox"/> | 1650 | Other |

Services

- | | | |
|--------------------------|-------|--|
| <input type="checkbox"/> | 23105 | Data processing, hardware and software |
| <input type="checkbox"/> | 23110 | Technical literature, special magazines and books |
| <input type="checkbox"/> | 23115 | Banking, finance, leasing |
| <input type="checkbox"/> | 23117 | Store Construction |
| <input type="checkbox"/> | 23120 | Marketing and advertising agencies, internet providers |
| <input type="checkbox"/> | 23125 | Holiday and leisure |
| <input type="checkbox"/> | 23130 | Associations and institutions |
| <input type="checkbox"/> | 23135 | Publishing house/publications |
| <input type="checkbox"/> | 23137 | Visual Merchandising |
| <input type="checkbox"/> | 23140 | Office/communication systems, computersystems |
| <input type="checkbox"/> | 23145 | Environmental protection, animal protection |
| <input type="checkbox"/> | 23150 | TV, video, movie, music, fotos |
| <input type="checkbox"/> | 23155 | Merchandise/cashdesk /online-shop |

Please send to:
 Koelnmesse GmbH
 Exhibitor Service
 P.O. Box 21 07 60
 50532 Köln
 Germany
 Fax +49 221 821-3437
 tickets@koelnmesse.de
 www.spogahorse.com



01. - 03.09.2019

Customer number:

0	6	4	0
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Hall / Aisle / Stand no.

**Exhibitors' passes
 (against payment)**

Z.01

Company		Departement / contact
Full address, postal code, town		
Telephon	Telefax	E-Mail

In accordance with the Conditions of Participation we order herewith for the following exhibitors' passes in addition to those to which we are already entitled for our stand area

_____ exhibitor passes against payment for euro 58.00 each (incl. VAT) in advance sale until 31 August 2019. The ticket office price of euro 70.00 each (incl. Vat) is valid from 1 September 2019.

Exhibitor passes

Each exhibitor receives free of charge and valid for the period from the first day on which build up work begins to the final day of dismantling:

- 3 exhibitor passes for a stand up to 20 m²
- each additional 10 m² up to 100 m² 1 further exhibitor pass
- each additional 20 m² over 100 m² 1 further exhibitor pass
- Upper limit : max. 150 exhibitor passes

The passes are sent with the invoice for the participation costs.

We are aware that:

Exhibitor passes are only valid for stand personnel during the fair, as well as for build up and dismantling.

Data Protection Notice:

You can read our Data Protection Notice in the complete participation documents and at any time under www.koelnmesse.com/data-protection-notice.

We would like to stay in touch with you in the future, in order to keep you appropriately informed of events and similar services. That's why we would like to ask for your consent to contact via electronic media.

I hereby permit Koelnmesse GmbH, as well as its responsible subsidiary abroad and its commercial agents, to send me information by e-mail about future similar trade fairs/events/platforms that are organized in Germany and abroad. A list of the subsidiaries and commercial agents of Koelnmesse GmbH, as well as further details about data protection, can be found in the complete document containing the participation documents. It can also be accessed at any time at www.koelnmesse.com/data-protection-notice.

I can withdraw my consent at any time in the future (by sending an e-mail to datenschutz-km@koelnmesse.de)

X

Date, legally binding signature and company stamp

"Infoscout" – Visitor Information System

Your contact information as provided on Form 1.10, as well as your registered product groups, will be made available to interested visitors at the information stands in the halls during the trade fair. In addition, you may use Koelnmesse's "Infoscout" electronic information system to publish **vacancies for trade representatives**. Exhibitors and visitors can use the "Infoscout" system free of charge.

"Infoscout" can provide visitors with the following information:

- **Which exhibitor is showing product XY?**
"Infoscout" takes this information in your application form 1.10 and your registered product groups application form 1.30.
- **Where do I find company XY?**
"Infoscout" uses the information provided on your application form 1.10. Please check whether all companies exhibiting with you or represented by you have been registered.

If you wish to publish vacancies for trade representatives we require the following information:

- Where does a trade agent find firms who are still looking for representatives in several regions? You can provide this information in German, English or French. For a specific product, as defined in the list of products, you can enter the desired national code/postal code and a freely variable text. The recording capacity here is limited to a maximum of 14 national codes, max. 10 postal codes, max. 14 product numbers and max. 407 letters in freely variable text. Possibly the CDH – Central Federation of German Trade Agents and Merchant Brokers Associations – will write to you separately about this question.

Should the available number of entries be insufficient for your requirements, please request separate additional forms. Please take into account the above-mentioned capacities.

Supplementary to this information in "Infoscout", the system can provide answers to the following questions:

- Service facilities in the exhibition centre including the open restaurants
- Cologne restaurants and pubs
- Wanted persons announcements
- Lost / Found
- Supporting events
- Congresses
- Seminars
- Company events

Please do not forget to include your customer number on every form. You will find it on your stand confirmation note.

Countries

Germany	004	Djibouti	338	Lesotho	395	Rwanda	324
Afghanistan	660	Dominican Republic	456	Liberia	268	San Marino	047
Albania	070	Ecuador	500	Libya	216	Sao Tome and Principe	311
Algeria	208	Egypt	220	Liechtenstein	037	Saudi-Arabia	632
American Oceania	457	El Salvador	428	Lithuania	055	Senegal	248
Andorra	043	Equatorial Guinea	310	Luxembourg	018	Seychelles	355
Angola	330	Eritrea	336	Macau	743	Sierra Leone	264
Antigua and Barbuda	459	Estonia	053	Macedonia	096	Singapore	706
Argentina	528	Ethiopia	334	Madagascar	370	Slovakia	063
Armenia	077	Faroe Islands	041	Malawi	386	Slovenia	091
Aruba (Netherl. Antilles)	474	Fiji	815	Malaysia	701	Somalia	342
Australia	800	Finland	032	Maldives	667	South Afrika	388
Austria	038	France	001	Mali	232	South Sudan	912
Azerbaijan	078	French Polynesia (Tahiti)	822	Malta	046	Spain	011
Bahamas	453	Gabon	314	Martinique	462	Sri Lanka	669
Bahrain	640	Gambia	252	Mauretania	228	St. Helena	329
Bangladesh	666	Georgia	076	Mauritius	373	St. Lucia	465
Barbados	469	Ghana	276	Mexico	412	St. Pierre and Miquelon	408
Belarus	073	Gibraltar	044	Moldova	074	St. Vincent and the Grenadines	467
Belgium	017	Great Britain	006	Monaco	001	Sudan	224
Belize	421	Greece	009	Mongolia	716	Surinam	492
Benin	284	Greenland (Denmark)	406	Montserrat	470	Swaziland	393
Bermuda	413	Grenada	473	Morocco	204	Sweden	030
Bhutan	675	Guadeloupe	458	Mozambique	366	Switzerland	039
Bolivia	516	Guatemala	416	Myanmar	676	Syria	608
Bosnia-Herzegovina	093	Guinea-Bissau	257	Namibia	389	Taiwan	736
Botswana	391	Guyana	488	Nauru	803	Tajikistan	082
Brasil	508	Haiti	452	Nepal	672	Tanzania	352
British Oceania	468	Honduras	424	Netherlands Antilles	478	Thailand	680
Brunei	703	Hong Kong	740	New Caledonia	809	The Netherlands	003
Bulgaria	068	Hungary	064	New Zealand	804	The Philippines	708
Burkina Faso	236	Iceland	024	Nicaragua	432	Togo	280
Burundi	328	India	664	Niger	240	Trinidad and Tobago	472
Cambodia	696	Indonesia	700	Nigeria	288	Tunisia	212
Cameroon	302	Iran	616	Norway	028	Turkey	052
Canada	404	Iraq	612	Oman	649	Turkmenistan	080
Cap Verde	247	Israel	624	Pakistan	662	Uganda	350
Central African Republic	306	Italy	005	Panama	442	Ukraine	072
Chad	244	Ivory Coast (Côte d'Ivoire)	272	Papua New Guinea	801	United Arab Emirates	647
Chile	512	Jamaica	464	Paraguay	520	United States	400
China	720	Japan	732	Peru	504	Uruguay	524
Colombia	480	Jordan	628	Poland	060	Uzbekistan	081
Comoros	375	Kazakhstan	079	Portugal	010	Vatican City	045
Congo	318	Kenya	346	Puerto Rico	400	Venezuela	484
Costa Rica	436	Korea	728	Qatar	644	Vietnam	690
Croatia	092	Kuwait	636	Republic of Guinea	260	Western Samoa	819
Cuba	448	Kyrgyzstan	083	Republic of Ireland	007	Yemen	653
Cyprus	600	Laos	684	Réunion	372	Zambia	378
Czech Republic	061	Latvia	054	Romania	066	Zimbabwe	382
Denmark	008	Lebanon	604	Russia	075		

Special Section of the Conditions of Participation



spoga horse (autumn), 01. - 03.09.2019

1 Organiser, event, venue and dates, visitor admission

1.1 Title

The spoga horse autumn is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany.

The conceptual sponsor is Bundesverband der Deutschen Sportartikel-Industrie e.V. – BSI

The event will be held at the Cologne Exhibition Centre from Sunday, 1 September 2019 to Tuesday, 3 September 2019.

1.2 Opening hours

For visitors

Sunday, 1 September 2019	9:00 a.m.-6:00 p.m.
Monday, 2 September 2019	9:00 a.m.-6:00 p.m.
Tuesday, 3 September 2019	9:00 a.m.-5:00 p.m.

For exhibitors:

Sunday, 1 September 2019	8:00 a.m.-7:00 p.m.
Monday, 2 September 2019	8:00 a.m.-7:00 p.m.
Tuesday, 3 September 2019	8:00 a.m.-6:00 p.m.

1.3 Build up and dismantling

Build up

Monday, 26 August 2019	9:00 a.m.-midnight
Tuesday, 27 August - Friday, 30 August 2019	midnight-midnight
Saturday, 31 August 2019	midnight-6:00 p.m.

Build up may begin at 9:00 a.m. on Monday, 26 August 2019 and **must be completed by not later than 6:00 p.m. on Saturday, 31 August 2019. The aisles must be completely cleared by this time.**

Advanced build up is not possible.

Dismantling

Tuesday, 3 September 2019	5:00 p.m.-midnight
Wednesday, 4 September 2019	midnight-midnight
Thursday, 5 September 2019	midnight-6:00 p.m.

Admission for dismantling personnel
Tuesday, 3 September 2019 from 5:00 p.m.

Driveway Truck
Tuesday, 3 September 2019 from 7:00 p.m.

The stand may not be partially or completely cleared, nor may exhibits be packed away, before the official start of dismantling. Koelnmesse has the right to impose a fine up to 5,000.00 Euro for each time that an exhibitor violates this regulation. The size of the fine will depend on the seriousness of the violation. Koelnmesse may in addition/as an alternative ban the exhibitor in question from participating in the following event. Dismantling of all stands and exhibits must be finished by 6:00 p.m. on Thursday, 5 September 2019.

IMPORTANT:

The dismantling may begin not earlier than 5:00 p.m. on Tuesday, 3 September 2019 and ends on Thursday, 5 September 2019 at 6:00 p.m

1.4 Visitor admission

spoga horse is a trade fair. Only trade visitors are admitted.

2 Eligibility to participate

2.1 Exhibitors

Only manufacturers that are entered in the Commercial Register or in the Handicrafts Register are permitted to participate at spoga horse. Such

producers must exhibit products that correspond to the focus of the event (see the list of products). You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company. You can exhibit for the companies you represent as a trade representative, sales company, association and importer insofar as the products exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits.

Koelnmesse also requires proof of nature of the manufacturer's business or of the activities as the manufacturer's sales company or importer be submitted in appropriate form on demand. Decisions on company admissions, eligible products and the location of exhibitor stands will be made by Koelnmesse. In the event of a rejection, you will receive a separate letter. All exhibited products and services must correspond to the focus of the event. See the accompanying list of products, form 1.30. The products must be new ex-works. Products and services that do not correspond to the list of products and used products may not be exhibited or offered.

2.2 Co-exhibitors

The participation of co-exhibitors and / or additionally represented companies at spoga horse is possible. A special application and an acceptance by the organiser are required for the use of the stand area by a co exhibitor, see Item V, General Section of the Conditions of Participation.

3 Participation fee and other costs

3.1 Participation fees (per m² floor area):

Application until 1 March 2019:*

up to 250 m ²	EUR 179.00 for each m ²
from the 251st m ²	EUR 171.00 for each additional m ²
from the 501st m ²	EUR 166.00 for each additional m ²

Application from 1 March 2019*: EUR 203.00 for each m²

*date of receipt by Koelnmesse

The rental fee for stand area does not include the cost for any constructions. The participation costs do not include the provision of stand partition walls or other special construction elements. For two-story exhibition stands, the actual allocated area in the upper story following the technical inspection is calculated at 50% of the participation price per sqm of floor area. The participation costs are calculated according to the dimensions of the allocated stand area. Hall pillars and other fixed construction elements present in the rented stand area do not provide reasons for a reduction of participation costs.

3.2 AUMA fee

The Association of the German Trade Fair Industry (Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e. V. – AUMA) charges you a fee of EUR 0.60 per m² of exhibition space for representing your interests. Koelnmesse will calculate and collect the fees in the name and on the account of AUMA.

More detailed information is available at www.auma-messen.de.

3.3 Energy costs

Exhibitors will be charged a proportional flat-rate energy fee of EUR 11.00 per m² of occupied stand area.

3.4 Down payment for services

Koelnmesse shall be entitled to charge a reasonable down payment for the services used for the event in question – e.g. electrical and water connections, stand cleaning, etc. The down payment for services shall be assessed on the basis of the services charged for the previous event. The down payment for exhibitors who have not participated in the previous event shall total EUR 14.50 per m² – plus the costs for the obligatory marketing services (Marketing Package); see Item 7.2, Special Section of the Conditions of Participation. Once the event has ended, a separate final invoice for services will be issued; the down payment will be applied towards this amount. The invoice shall fall due for payment immediately following receipt. If the amount of the down payment should exceed the fees actually incurred for services, the amount by which the down payment exceeds actual charges shall be refunded to the

2 Special Section of the Conditions of Participation

exhibitor. The exhibitor shall have no claim to payment of interest on the down payment.

3.5 Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Section of the Conditions of Participation/Item 2.2 of these conditions), a co-exhibitor fee of euro 370.00 per company will be charged. The price of inclusion in the Marketing Package is not included in this fee, see Item 7.2, Special Section of the Conditions of Participation. The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

3.6 Marketing services

Use of the marketing services shall be obligatory and is subject to a charge (see Item 7.1 and Item 7.2 Special Section of the Conditions of Participation).

3.7 VAT

All prices given are net prices. The statutory VAT will be charged separately where applicable.

3.7.1 VAT identification number

As a rule, Koelnmesse provides exhibitors (proprietors) with a uniform service – a so-called event service – in accordance with Art. 3a.4., Par. (2) of the German ordinance on the application of the VAT (UStAE). The place of performance for such services is the recipient's headquarters. Koelnmesse will therefore invoice foreign exhibitors (proprietors) according to the reverse charge accounting mechanism without charging any German VAT. Exhibitors from the European Union need to enter their valid VAT identification number in the application form in order to be considered entrepreneurs. Exhibitors must immediately notify Koelnmesse of any changes to their VAT identification numbers.

3.7.2 Reimbursement of VAT

If, in exceptional cases, services are not provided as uniform offerings in the sense described above and statutory VAT is charged, foreign exhibitors (proprietors) may receive a refund of the invoiced VAT provided they fulfil the legal requirements. Further details are available on the Internet at: www.bzst.bund.de.

3.8 Costs in the event of non-participation

If you withdraw your application to participate before you receive the acceptance/stand area confirmation, you will have to pay a fee of euro 600.00.

You cannot normally withdraw from the contract after you have received the admission / stand area confirmation. The regulations contained in Item II of the General Section of the Conditions of Participation apply. In the event of non-participation, companies that have registered for a trade fair must pay compensation. Provided the reserved stand area can be rented to a third party, this compensation amounts to 25% of the participation costs.

3.8.1 Stand construction by Koelnmesse - Complete stands

If you have ordered a complete stand - comprising the stand area and the stand construction - from Koelnmesse, you may cancel the stand construction order only if you do so no later than six weeks before the build up period officially begins. The date on which Koelnmesse receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse is entitled to charge a flat-rate fee for the costs incurred. These costs amount to 30% of the agreed fee in the event of a cancellation within 4 - 6 weeks prior to the start of build up, 50% of the agreed fee in the event of a cancellation within 2 - 4 weeks prior to the start of construction, and 100% of the agreed fee in the event of a cancellation at a later time or during the build up of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

3.8.2 Stand construction by Koelnmesse – Individual stands and turnkey system stands

In a case where the stand construction has been ordered independently of the application of a stand area, the provisions of Koelnmesse Group's General Terms and Conditions for services and Koelnmesse Group's Special Terms and

Conditions for stand construction services apply. You can download Koelnmesse Group's General Terms and Conditions for services from the event's website or from www.koelnmesse-service-portal.com.

3.8.3 You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the amount charged.

4 Stand sizes and build up

4.1 Stand size

The minimum stand size is 12 m². Please note that hall pillars and other fixed construction elements may be present in the rented stand area. Minor deviations from the requested stand size do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation. Trade fair partition walls for separating the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee using Form S.10. The participation fee does not include build up. Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

4.2 Responsibility

The build up, design and operation of the stand must adhere to all regulations valid in Germany (including the regulations of the Sonderbauverordnung, the Arbeitsschutzgesetz (industrial safety law), the industrial safety regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators, and signwriters and to all persons, in as far as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the build up, dismantling, design and operation of the stand. The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise build up personnel and other persons working on their behalf to ensure that they adhere to the regulations. The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.

4.3 Maximum stand height

The maximum permissible stand height is set at 3 m, insofar as this is permitted by the hall ceiling and any fixed structures that may be present. As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for onestorey stands that do not exceed the permitted height. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required. Plans must be submitted in duplicate for approval by Koelnmesse in good time before the work is carried out, and at least 6 weeks before the event commences. These documents, which can be scrutinized, consist of ground plans, views and design cross sections with all measurements.

4.4 Notice of approval

Build up may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately. There is no obligation on the part of Koelnmesse to ensure the observance of other provisions. Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to issue the notice of approval. You have been informed of the fact that in exceptional cases – at your request and on your account – the stand construction documents must be submitted to the responsible authorities for scrutiny. Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be responded to immediately. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

4.5 Form of stand

The following terms are used for the stand forms:

Terrace stand:	one side open
Corner stand:	two sides open
Two-corner stand:	three sides open
Island stand:	four sides open.

Deviations from the requested stand shape do not entitle an objection to be made under Item II, General Section of the Conditions of Participation.

4.6 Build up and design of the stands

The stand must be build up to comply with the form of the stand confirmed. The arrangement of the stand is left to the exhibitor but should be appropriate for the event in question. The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand space. Banners and company signs are not permitted to encroach into the aisles. Koelnmesse also offers a completely outfitted turnkey stand system. Orders can be placed at www.koelnmesse-service-portal.de (KSP).

5 Exhibitor and work passes

5.1 Exhibitor passes

Each exhibitor receives free of charge and valid for the period from the first day on which build up work begins to the final day of dismantling:

- 3 exhibitor passes for a stand up to 20 m²
- each additional 10 m² up to 100 m² 1 further exhibitor pass
- each additional 20 m² over 100 m² 1 further exhibitor pass
- Upper limit: max. 150 exhibitor passes

The exhibitor passes are sent together with the invoice for the participation costs. If more exhibitor passes are needed for stand personnel, they can be ordered from the Koelnmesse Exhibitor Service for a fee (Order Form Z.01).

5.2 Work passes

You will also receive free work passes that allow people commissioned by you or who work on your behalf to access to the fair grounds in order to build up and dismantle your stand:

- 4 work passes for a stand up to 20 m²
- each additional 10 m² up to 100 m² 1 further work pass
- each additional 20 m² over 100 m² 1 further work pass
- Upper limit: max. 150 work passes

These passes are only valid up to the start and after the end of the event. They do not entitle the holders to enter the grounds during the event. Work passes will also be sent together with the invoice for your participation costs. If more passes are needed, they can be requested from the Koelnmesse Exhibitor Service Center.

5.3 Exchange and return of passes

All passes are for specific individuals and are non-transferable. If stand personnel changes during the event, you can exchange a used exhibitor pass (i.e. one bearing a name) one time and free of charge for a new pass. The passes are issued by the Exhibitor Services Centre. Exhibitor and work passes that were paid for but not used, can be returned to Koelnmesse until the last day of the trade fair to be refunded. Transferring a pass to a third party – whether sold or given – is not permitted and represents a severe violation of the Conditions of Participation, in accordance with Item V, General Section of the Conditions of Participation.

6 Rules on selling

In view of the nature of the event, direct sales of exhibits or samples from the booths are not permitted. Furthermore, exhibits may not carry a price tag. This regulation does not apply to printed matter such as trade publications and specialist journals. Koelnmesse has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse also has the right to immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

7 Marketing Services (Marketing Package)

7.1 Scope of obligatory marketing services

Koelnmesse issues official trade fair media to accompany hosted events.

The components of these media for main exhibitors, group organiser and group participants are as follows:

- Entry in the alphabetical list of exhibitors in all available fair media
- Ten product group entries in the fair catalogue
- Unlimited number of product groups in the app and the online exhibitor search
- Set-up and provision of an online press compartment incl. a company profile, a company logo, five press releases, ten pictures and five documents
- Presentation of one Product Highlight in the app and the online exhibitor search incl. product photo and product description
- Inclusion and activation for Matchmaking365
- Activation for the Schedule Organiser Online
- Provision of unlimited number of admission ticket vouchers requiring registration

The components of these media for co-exhibitors and other represented companies are as follows:

- Entry in the alphabetical list of exhibitors in all available fair media
- Ten product group entries in the fair catalogue
- Unlimited number of product groups in the app and the online exhibitor search

7.2 Costs for the obligatory marketing services (Marketing Package)

Use of the marketing services listed under Item 7.1 is mandatory for all participating companies, co-exhibitors and other represented companies and costs:

EUR 890.00 per main exhibitor, group organiser and group participant.
EUR 250.00 per co-exhibitor and other represented company.

Our official contractual partners will provide you with all order information and documents for the marketing services offered. Please note that your company's participation requires Koelnmesse's approval. Therefore, this approval is also a prerequisite for any offers or order confirmations.

If an exhibitor still has not submitted an order to the official contractual partners by the editorial and advertising deadline, the exhibitor's particulars shall be added to the official fair media, subject to charge, on the basis of the information provided on the respective Registration Form 1.10, 1.20, 1.21 or 1.12, 1.13. Where possible, registrations and orders received later will also be included in the official fair media. If Koelnmesse receives orders and registrations later than the editorial and advertising deadline, Koelnmesse shall accept no guarantee for provision of any marketing services. In such cases, there shall be no claims recognised, regardless of their nature, but particularly claims for reductions in cost for inclusion in the official media, or claims for damages.

7.3 Responsibility/release of Koelnmesse from liability

Official fair media are published by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany, which is entitled to commission another company with concrete execution and with advertisements.

The advertiser shall be responsible for the content of advertisements and entries, and for any damages resulting therefrom. Koelnmesse does not accept responsibility for printing errors, incorrect placement, errors and omissions or faulty printing.

8 Commercial property rights

Koelnmesse does not want any exhibitors who in the process of producing, disseminating, selling, owning or advertising their products violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense. If a final court decision has determined res judicata that an exhibitor in connection with one of Koelnmesse's events has violated laws of the kind mentioned in paragraph 1, Koelnmesse is entitled to bar that exhibitor from the next event of this kind after the res judicata court decision if there is sufficient suspicion that the exhibitor will again and

4 Special Section of the Conditions of Participation

repeatedly violate laws for the protection of intellectual property or commercial property rights. You will find more detailed information in the No Copy! brochure.

9 Non-permissible advertising/violations of the Conditions of Participation

In order to ensure that the overall character of the event is safeguarded and the exhibitors and visitors are protected from irritating or illegal activities, in particular the following advertising measures are forbidden:

- Exceeding the binding specified booth height
- Advertising activities outside the rented stand area without the prior written permission of Koelnmesse
- Advertising of an ideological or political nature

The exhibitor bears responsibility for the legality of competitions, raffles etc. In the event of severe violations of the Conditions of Participation, Koelnmesse may immediately close your stand and clear it without resorting to legal assistance. Claims of all kinds – especially claims for damages – are excluded in this case.

10 "Infoscout" – Information service for visitors

The information about your company that you submitted on Forms 1.10 to 1.30 will be made available at the information stands in the halls for interested visitors during the event. Furthermore, using Koelnmesse's electronic information system Infoscout you can publish vacancies for trade representatives. You can use Form Z.03 to specify this offer according to products, countries or regions. Exhibitors and visitors can use Infoscout free of charge.

11 Requirement for a written document

All explanations must be specified in writing.

12 Severability clause

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions. Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

13 General Section of the Conditions of Participation, Technical Guidelines

The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.

Special Conditions of Participation for Organisers and Participants of Group Participations



spoga horse (autumn), 01. - 03.09.2019

1. **The group organiser** is the individual who coordinates the participation of two or more companies in a trade fair, and who interacts with Koelnmesse as the organiser of a group participation and rents the required stand space(s). The group organiser is the contract partner of Koelnmesse for the group participation he organises. The group organiser is also the recipient of services with respect to VAT law.

2. **Group participants** are companies that jointly take part in a trade fair on the stand space(s) rented by the group organiser. Group participants take part in the event on the basis of a contract between the group participants on the one hand and the group organiser on the other. Group participants generally do not have a direct contractual relationship with Koelnmesse.

3. **Group participations are to be organised and implemented** in accordance with the General and Special Sections of the Conditions of Participation as well as the Technical Guidelines. All of the group participants have to meet the conditions for participation. Koelnmesse is entitled to reject companies that do not fulfil the requirements for taking part in the trade fair. If the group organiser sets any conditions of participation for the group participation, these conditions have to be approved by Koelnmesse in advance.

4. **The group organiser is responsible for performing the following tasks in particular:**

- Determining the space needed for the group participation with regard to the respective trade fair. The area needed is the sum of the individual spaces to be occupied by group participants, service areas and "internal" aisles. Notifying Koelnmesse of the amount of space needed. For each trade fair, the group organiser has to submit Form 1.12 completely filled in and with a legally binding signature.
- Planning, ordering and coordinating stand build up, media services and other services; returning the application documents of the group participants in full for the entry in the catalogue, the online exhibitor database, and the "Matchmaking" system for contacts between exhibitors and visitors.
- Distributing individual areas at the respective trade shows. Information on the distribution of the individual areas must be received by Koelnmesse by **31 May 2019** so that it can be used as the basis for assigning the individual stand numbers and for entering the stand numbers into the Media Package. **Koelnmesse will assign the stand numbers.**
- Handling all contract-related communication activities with the organiser.
- Handling payments for the rented stand areas, the ordered build up and media services, and technical services.
- Ensuring that group participants adhere to the General and Special Sections of the Conditions of Participation, as well as the Technical Guidelines and instructions from Koelnmesse.

5. **The group participants are registered** by the group organiser in accordance with the General and Special Sections of the Conditions of Participation and the Technical Guidelines. The participants are registered using special application documents: Form 1.13 (Application for participants of group participations) and Form 1.30 (List of Products). Koelnmesse shall supply these documents to the group organiser for forwarding to the group participants.

Please note our favorable early booking discounts for applications until 1 March 2019 (respectively date of receipt by Koelnmesse)! The prices of the quantity scale do not apply to group organisers!

6. Group organisers **register group participations** in their own name and on their own account using application Form 1.13. The group organiser must also send the details of the group participants to Koelnmesse and ensure that this data can be used by Koelnmesse in accordance with the German Federal Data Protection Act. The group organiser is responsible for ensuring that all of the necessary documents are completed in full and returned on time. Koelnmesse may reject an application or cancel any admissions/ stand confirmations that may have already been sent if the documents are incomplete or not submitted on time. In such cases, Koelnmesse is also entitled to charge each participant a co-exhibitor fee as stipulated by the Special Section of the Conditions of Participation.

7. Koelnmesse shall send the **admission/stand confirmation** to the group organiser. In accordance with Item II of the General Section of the Conditions of Participation, a contract between Koelnmesse and the group organiser takes effect as soon as the latter receives the admission/stand confirmation. Contractual relationships therefore exist exclusively between Koelnmesse and the group organiser, in accordance with Item V of the General Section of the Conditions of Participation. Subsequent reductions of stand area (such as when group participants cancel their participation after the group organiser receives the admission/stand confirmation) will be at the expense of the group organiser. The group organiser is as liable for the actions of the group participants as for his own actions.

8. **The participation fee and other costs are invoiced** to the group organiser. The invoice for services is also sent to the group organiser. The exhibitor passes and work passes for the group participants are sent to the group organiser along with the invoice for the participation fee.

9. **Orders placed for services by individual group participants** (e.g. orders for furniture hire) at the electronic Koelnmesse-Service-Portal (KSP) are made in the name and on the account of the group organiser. This requires that the distribution of the individual areas must be received by Koelnmesse on time and that the group organiser provides the corresponding authorization by forwarding the customer number and password authorization. Orders can only be placed at the KSP up to 3 days before the trade fair begins. Group participants can order services without using the KSP by doing so in their own name and on their own account and only at the Cologne exhibition centre from the first day of the build up period to the last day of the event in question.

General Section of the Conditions of Participation

I Application

1. To indicate your intention to take part in the event, you must return to us a completely filled in form with your legally binding signature (Registration).
2. By signing and returning the form, you acknowledge that the General and the Special Sections of the Conditions of Participation and the Technical Guidelines are binding for your company as part of the contract. You can download the Technical Guidelines from the event's website or from www.koelnmesse-service-portal.com. You also always have the option of requesting the Technical Guidelines in printed form or on CD-ROM. Within the framework of the fulfilment of contractual duties, the event organizer will process and use the information provided in this form via an automated procedure that takes the regulations stipulated under the Federal Data Protection Law of the Federal Republic of Germany into account.
3. The registration shall be regarded as legally binding on your part, irrespective of admission; no conditions or reservations may be appended to the aforesaid registration. Requests for stands at specific locations, in particular, do not represent conditions for participation.

II Acceptance/Transfer of stand space

1. The organizer shall accept your application in accordance with the conditions which apply to all participants (acceptance/stand area confirmation). There is no legal claim to acceptance. If the number of registration forms complying with the requirement profile and received by the organizer prior to the expiration of the registration period exceeds the number of available exhibition spaces, the organizer shall have the right to make a discretionary decision regarding the admission of registrants to the exhibition. Your company may be disqualified from admission to the exhibition if you failed to fulfil your financial obligations to the organizer at any time, or if you failed to fulfil such financial obligations within the prescribed period of time.
2. The contract comes into effect at the latest upon receipt of the admission (by post, fax or other electronic means of transmission), which is valid without a signature. Should the content of the confirmation of acceptance differ substantially from that of your application, then the contract shall be concluded under the terms of acceptance if you do not lodge a written objection within 2 weeks of receipt of confirmation of acceptance. The same shall apply, if it is necessary to postpone the event or to transfer the event to another location, and the change is deemed to be reasonable with respect to yourself; in this case, the corresponding notification of change from the organizer shall supersede the admission. The acceptance only applies to the respective event, the company applying and referred to in the acceptance letter, and its registered products and services. Products and services which do not conform to the list of products may not be exhibited or offered at the trade fair.
3. The organizer allocates stand space on the basis of which exhibition theme at the event your registered products belong to.

There is no right to claim the allocation of stand space in a certain form, in a certain size, in a certain hall or in a certain hall area. Deviations from the requested form or placement of the stand do not provide grounds for an objection to be made under Item II, Paragraph 2 of the General Section of the Conditions of Participation.

4. In special cases for important reasons, the organizer is entitled to subsequently allocate you stand space other than stated in the confirmation of acceptance, to change the size and dimensions of your stand space, to relocate or close entrances or exits and to undertake structural changes in the exhibition halls without claims arising on your part. In the event of a reduction in stand space size, you will be credited with the difference arising from the correspondingly lower participation fee.

You will be notified without undue delay if the stand space becomes unavailable due to reasons which are beyond the organizer's control. In this case, you will be entitled to a reimbursement of the participation fee. Any further claims for damages, which will exceed the aforementioned reimbursement, shall be excluded in these cases.

5. Any complaints on your part must be submitted in writing immediately or at the latest while the event is in progress; complaints submitted at a later date cannot be considered.
6. The organizer is entitled to revoke the acceptance if it was granted on the basis of incorrect statements or if the company fails to meet the conditions of participation after the acceptance was granted. The organizer shall have the right to rescind the contract, if there is a substantial reason or good cause. Such substantial reason exists, in particular, if an application for opening insolvency proceedings against your assets has been made, such an application has been dismissed due to lack of funds, or insolvency proceedings have commenced. You must inform the organizer of this immediately.
7. Prior to receipt of acceptance/stand area confirmation, revocation of registration shall only be possible if permitted by the Special Section of the Conditions of Participation. In this event, a fee specified in the Special Section of the Conditions of Participation shall be paid.

8. Following receipt of acceptance/stand area confirmation, in general, revocation is no longer possible. The organizer can agree to the request for release from the contract in exceptional cases if the stand space no longer required can be assigned to another exhibitor against payment. In this instance, the organizer is entitled to demand general reimbursement of the costs incurred corresponding to 25 % of the participation fee without providing proof, unless otherwise specified in the Special Section of the Conditions of Participation. If the stand area cannot be assigned to a third party against payment, the contract remains in force and the participation fee must be paid in full.

If the Special Section of the Conditions of Participation stipulate that you must purchase a Visitor Promotion Package, the specified price has to be paid in the event that you withdraw from the contract and admission ticket vouchers have been provided. Liability for catalogue costs, stand construction costs and other costs, which in particular, have been incurred as a result of a claim by a third party or of services rendered, is not affected.

You shall have the right to provide proof that a damage or loss has not been incurred or that the extent of the damage or loss incurred is considerably less.

Occupation of a space which becomes available in the form of an exchange of stand areas by a participant who has already been approved and allotted a space for the event does not represent an alternate assignment of the stand area against payment.

The co-exhibitor fee must be paid in full in the event a company that has been accepted as a co-exhibitor does not participate.

9. The following cases will fall solely within your scope of risk as exhibitor:
 - a) if the products which you have stipulated for the presentation cannot be introduced at the venue of the event due to the legal requirements prevailing there or due to other reasons, or
 - b) if such products do not arrive in due time, do not arrive undamaged or do not arrive at the venue of the event at all – e.g. as a result of any loss, delay in transport or customs, etc. – or
 - c) if your journey, the journey of your employees or your stand or installation personnel should be delayed or should become impossible – e.g. because a visa is not granted.

You will remain under obligation to pay all the charges agreed upon.

10. Event-related regulations are detailed in the Special Section of the Conditions of Participation.

III Construction, arrangement and operation of stands

1. As an exhibitor, you are responsible for ensuring that your trade fair participation, and especially the construction and design of your stand, comply with all the statutory provisions of the Federal Republic of Germany as well as the regulations of this General Section and the Special Section of the Conditions of Participation and the Technical Guidelines. This also applies to the persons working on behalf of the exhibitor, who must be supervised to ensure that they adhere to the regulations.
2. Additional regulations, especially those of an event-related nature, can be found in the Special Section of the Conditions of Participation and in the Technical Guidelines.
3. Any additional technical services that may be required, particularly the installation of electricity, water and safety devices, the recruitment of local auxiliary personnel, etc., can be ordered via the Koelnmesse-Service-Portal (KSP) by means of special order forms against a separate charge. Orders placed by third parties (in particular by stand construction companies) in connection with the construction and design of stand areas are considered to have been commissioned by the exhibitor and at the exhibitor's expense.
4. For the duration of the event the stands must be staffed by personnel and display the products specified in the application and confirmation of acceptance. Vacating the stand prior to the end of the event represents a serious breach of these Conditions of Participation and shall entitle the organizer to assert damage claims and exclude your company from future participation in Koelnmesse Group events.
5. Products and services may only be presented in the stand area listed in the acceptance/stand confirmation. You may not distribute products, flyers and other advertising materials in other areas of the exhibition centre without first receiving the organizer's written permission.
6. The legal stipulations of the Federal Republic of Germany must be complied with during the presentation and sale of products and services. Products that are not intended or approved for sale worldwide must bear a corresponding note or country-specific label.
7. The organizer is entitled to demand that you remove products from your stand that do not correspond to the List of Goods, the presentation of which does not conform with the legal stipulations of the Federal Republic of Germany, or, which through their odour, noises, other emissions or appearance, could constitute a considerable disruption to the operation of the event or put the safety of exhibitors and visitors at risk.

IV Participation fee and other costs/Terms of payment/Scope of the standardised event services

1. The participation fee for the standardised event services covers the rental of the stand area for the entire duration of the event and the construction and dismantling periods stipulated in the Special Section of the Conditions of Participation, a specific number of exhibitor and work passes, the use of technical and service facilities at the exhibition centre, general hall security, cleaning of the generally accessible hall areas, general hall lighting, and advice on organization, advertising and public relations work for your participation. In addition, the participation fee includes services provided by the organizer as part of the general visitor marketing activities. At the organizer's discretion, these activities especially include a selection of the following services: placing

of advertisements, provision of advertising materials for the exhibitors' own communications measures, direct marketing measures (e.g. publication and dispatch of newsletters and other information to potential visitors by mail, fax, or other means of electronic transmission), provision of an online ticket shop, and event-related Internet domains. The standardised event services also include the provision and supply of energy covered by the flat-rate energy fee; in this respect, please note the corresponding regulations of the Special Section of the Conditions of Participation.

The event services also encompass the inclusion in the list of exhibitors. This is obligatory for each exhibitor, co-exhibitor, group participant and additionally represented company. Please note the corresponding regulations of the Special Section of the Conditions of Participation. The organizer has the right to request additional payment for certain listed services.

2. The participation fee does not include the provision of stand partition walls or other special construction elements.
3. The amount of the participation fee and other costs will be calculated on the basis of the dimensions of the allocated stand space and according to the rates specified in the Special Section of the Conditions of Participation. The size of the allocated floor area is calculated without taking projections, pillars, installation connections and other fixed objects into account.
4. For two-storey exhibition stands, the participation fee for the upper storey is calculated in accordance with the regulations of the Special Section of the Conditions of Participation after the upper storey has been approved following a technical inspection.
5. After your admission, you will receive an invoice for the participation fee and the other costs; the invoiced amount is due immediately upon receipt of the invoice. This also applies to all amounts that must be paid within the framework of the contractual relationship, and, in particular, to invoices, as stipulated by Item II, Paragraph 7 and Paragraph 8 of these Conditions of Participation.
6. All prices are net fixed rates plus any accruing value-added tax as well as any comparable taxes which may be imposed at the venue of the event. Please note the regulations for VAT refunds listed in the Special Section of the Conditions of Participation.
7. In the event of an increase in the organizer's own operating costs, the organizer shall have the right to increase the various prices by the amount that will cover the increase. The increase in its own operating costs may result from rising costs for manufacturing, procurement and labour or from increases in energy costs, fees, taxes and other public duties at the event location. The greatest amount that each individual price can rise is limited to 5% if more than 9 months have passed between the time the contract is concluded and the date the event is held, 7.5% if more than 18 months have passed and 10% if more than 24 months have passed.
8. The settlement of all liabilities within the prescribed period shall be a prerequisite for the occupation of the stand space.

9. Failure to execute payment on time will result in interest being charged of 9% above the base rate according to Art. 288 of the German Civil Code. If the damage incurred by the organizer is greater, he shall be entitled to lodge a claim for these damages. The compensation shall become invalid or be reduced, if you can provide evidence that the organizer has incurred little or no damage as a result of the payment default.

Should settlement of the invoice not be effected by the deadline or in full, the organizer is, in addition, entitled to dissolve the contract with you and to otherwise dispose of the stand area reserved for your company.

10. Resulting from the organizer's claim in regard to the assignment of the stand space, your exhibits are subject to a contractual lien in the organizer's favour.

11. Any services that have been provided by the organizer will be invoiced in euros. You are obliged to pay the amount shown on the invoice in the currency shown on the invoice („billing currency"). If the organizer should be prepared, as a courtesy, to accept settlement of the invoice in a currency other than the billing currency in individual cases, without being under any obligation to do so, such payment must be based with regard to the conversion on the official buying rate of the billing currency on the date the payment is received. Any exchange rate losses in relation to the billing currency after the invoice becomes due for payment are, therefore, at your expense.

12. Any complaints relating to the invoice are to be submitted in writing, immediately, at the latest 2 weeks after receipt; complaints made at a later date cannot be considered.

13. Any projecting parts, pillars, installation connections and permanent internal fittings in the assigned stand space do not entitle you to any reduction in the participation fee or other costs.

14. The organizer shall also be entitled to the payment of the full amounts, if you fail to fulfil any of your obligations arising from the contractual relationship. This does not affect claims to damages. In the event of the contract not being fulfilled at all by the organizer, or being fulfilled only in part, you have claims to a proportional reimbursement of any payments you have already made. Claims above and beyond this are ruled out in accordance with the regulations in Items VII and VIII of these Conditions of Participation. The regulations in Item XI of these Conditions of Participation shall remain unaffected.

15. In the event of counter claims being made against those claims arising from the contract, you can only set off or assert your right of retention in as far as your claims have been found to be uncontested or legally valid.

16. In the event that an invoice is sent to a third party at the request of the exhibitor, this does not constitute any waiver of the right to claim the account receivable from the exhibitor. The latter remains obliged to pay until such time as the account receivable has been settled in full.

V Co-exhibitors, additionally represented companies, group participations

1. In principle, stand spaces shall be hired out only as a whole unit and only to one contracting party. As an exhibitor, you are not permitted to relocate, exchange, share, or in any other way make the stand space allocated to you completely or partially accessible to third parties, without the prior consent of the organizer.

2. A stand area may only be used by several companies at once if the stipulations of the Special Section of the Conditions of Participation allow the participation of co-exhibitors and/or additionally represented companies.

3. Use of the stand area by another company with its own products and own staff (co-exhibitor) requires a special application for permission and approval by the organizer. This also applies to companies who have their own products at the stand but none of their own staff (additionally represented companies). Companies which are members of a group as well as subsidiaries are considered to be co-exhibitors.

The organizer reserves the right to demand a special participation fee and other costs for approving co-exhibitors for participation. Such charges and costs will be invoiced to you as the exhibitor. The organizer has the right to limit the number of approved co-exhibitors per exhibitor. If co-exhibitors and additio-

nally represented companies are to be accepted, the preconditions laid out in Item II of these Conditions of Participation apply; these companies are subject to the General and Special Sections of the Conditions of Participation and the Technical Guidelines.

Should you accommodate a co-exhibitor or a company which is additionally represented, without the express permission of the organizer, this shall be grounds for dissolving the contract with you without notice and to have the stand space vacated at your risk and expense. No claims of any kind can be made against the organizer in this case, especially no claims for damages.

Even after confirmation of acceptance has been received, the contract exists exclusively between the organizer and the exhibitor, who is liable for the negligence on the part of his co-exhibitors/additionally represented companies as well as for his own negligence.

4. If several companies wish to participate at the event together on one stand – a group participation – then the existing General and Special Sections of the Conditions of Participation and the Technical Guidelines are binding for each individual company. The registration is accomplished by the group organizer, who is responsible for the group participants' adherence to the Conditions of Participation. Subsequent to acceptance and stand area confirmation, a contractual relationship exists exclusively between the group organizer and the event organizer. Exceptions exist in the case of group participants' individual orders for services in their own name and at their own expense; such individual orders are permitted only on site during the period from the first stand construction day to the last official day of the event.

5. If a stand area is jointly assigned to two or more companies, they are jointly and severally liable to the organizer.

VI Domiciliary rights

1. The organizer exercises domiciliary rights throughout the exhibition grounds.

2. He is entitled to have exhibits removed from a stand if their display contravenes statute law, offends good morals or is not in keeping with the event programme. Promotion of political and ideological ends is prohibited. In the event of serious offences against the Conditions of Participation, the Technical Guidelines or legal regulations, the organizer is entitled to close your stand or have it vacated.

3. The house regulations for the Cologne exhibition centre apply in their current-ly valid version.

VII Warranty

The warranty period for deliveries of new articles is 1 year. For used articles, all liability based on warranty is excluded. No warranty claims are available if the damage is due to normal wear and tear, force majeure, faulty or negligent handling, excessive loads or failure to comply with statutory provisions or operating instructions.

VIII Liability/Insurance

1. The organizer's liability, independent of fault, for damages because of initial defects in the assigned object of the contract is excluded.

2. In the event of claims for damages (i) for loss of life, bodily injury or impaired health as well as (ii) for violations of Germany's Product Liability Act caused intentionally or by gross negligence the organizer shall be liable in accordance with the statutory obligations.

Furthermore, the organizer shall be liable for every culpable infringement of an essential contractual obligation. Essential contractual obligations shall pertain only to those contractual obligations which must be complied with during the execution of the contract. This applies to all claims which could arise in connection with this contract.

The organizer is not otherwise liable for simple negligence. Other contractual and/or legal damage claims of any type, including damage claims for consequential damages, shall be excluded, unless the damage was caused by the intentional or grossly negligent action of the organizer.

If the organizer is liable for damages, this liability is limited to damages that the organizer should have foreseen at the time of the contract's conclusion as the possible consequence of a breach of contract or that should have been foreseen had the usual care been exercised. Moreover, indirect and consequential damages are only eligible for compensation if such damage can typically be expected to occur.

The foregoing limitations of liability shall apply, to the full extent, to the executive organs, employees, legal representatives, persons employed in performing an obligation and vicarious agents, whose services are used by the organizer for the performance of the contract. (This also applies to personal liability in each case.)

If the organizer is compelled to temporarily vacate or permanently close the exhibition area or parts thereof, to postpone the event, shorten or extend it due to force majeure, or for other reasons beyond its control, then the exhibitor is not entitled to any rights, in particular, to claims for damages against the organizer.

The responsibility of the event organizer is limited to fault in all cases without prejudice to any limitations of liability under these Conditions of Participation.

Within the scope of liability, the statutory burden of evidence regulations shall continue to apply; they will not be affected by this clause.

3. The organizer does not assume any obligation to exercise proper care of exhibits, stand fittings and objects which are the property of the stand personnel.

The organizer transfers the general surveillance of the trade fair halls and the outdoor areas, the supervision of the exterior grounds, and the security checks at the entrances to security agencies and their uniformed guards and non-uniformed personnel.

Every visitor and exhibitor in the exhibition hall must have a valid admission ticket or exhibitor pass and show it to the aforementioned security staff upon request. This general surveillance does not include the guarding and securing of individual stands or stand components.

4. In the event of contracts that provide for the procurement of certain items, then, unless otherwise expressly agreed in individual cases, the organizer does not assume the risk of procurement.

5. The organizer does not conclude insurance policies for specific stands. The organizer has concluded a framework agreement for exhibition insurance against the usual insurable dangers such as fires, burglary, theft, damage, water damage, etc., including the risks associated with the delivery and removal of the exhibits.

The exhibitor can cover his participation risks at its own expense in accordance with this framework agreement (order form accessible through the online service tool). All cases of theft and damage must be immediately reported to the police, the organizer and the insurance company at Messewache Ost (Security Office East at Entrance East) and thereafter registered in writing.

Exhibitors are strongly recommended to insure exhibits and take out sufficient exhibition insurance for the duration of the trade fair and the construction and dismantling periods. Stand security personnel may only be provided by the security agencies that have been commissioned for this purpose by the organizer.

6. As an exhibitor, you will be liable to the organizer and to third parties for any damage inflicted on the organizer or on third parties, provided that such damage is attributable to your culpable action or the culpable action of your personnel, your employees or any third party which you have appointed or any other third parties, whose services you are using for the purpose of fulfilling your obligations. In this regard, you must exempt the event organizer from all claims by third parties. It is necessary to observe strict compliance with the Technical Guidelines which will be handed over to you by the organizer, as well as with the information from the organizer's circular letters pertaining to questions on the preparation and implementation of the event.

7. The exhibitor shall irrevocably indemnify the organizer from all claims by third parties insofar as these are based on the exhibitor's presentation, the design of the exhibitor's stand, the products presented at the exhibitor's stand, or the intellectual content of these products violating the rights of third parties (in particular, but without being limited to, copyrights, the rights to names and images, trademark rights, competition rights and publicity rights) or other statutory provisions. This indemnity obligation encompasses all of the associated costs and expenses (in particular, but without being limited to, warning and legal costs as well as court fees).

IX Assertion of claims/period of limitation

1. The exhibitor's claims against the organizer — of whatever type — must be submitted to the organizer in writing immediately or, at the very least, during the course of the event. The date on which the organizer receives the claim will be the sole criterion for determining if it has been received by the deadline. Claims which are received at a later date cannot be considered.

2. Their claims against the organizer arising from the contractual relationship as well as all other claims relating thereto, shall become statute-barred after 6 months. The limitation period shall commence at the end of the month, in which the closing date of the event falls. This does not apply to damage claims resulting from (i) loss of life, bodily injury or impaired health, (ii) Germany's Product Liability Act, (iii) essential contractual obligations and (iv) damages caused by the organizer's intentional or grossly negligent actions. The statutory periods of limitation apply in such cases.

This does not apply to damage claims resulting from (i) loss of life, bodily injury or impaired health, (ii) Germany's Product Liability Act, (iii) essential contractual obligations and (iv) damages caused by the organizer's intentional or grossly negligent actions. The statutory periods of limitation apply in such cases.

X Place of fulfilment/place of jurisdiction/applicable law

1. The place of fulfilment shall be the principal place of business of the organizer. The place of jurisdiction, also in a process involving documents, bills of exchange and cheques is, in so far as you are a businessman, legal entity of public law or a separate asset under public law, Cologne. The organizer shall also be entitled, at his option, to lodge his claims at the court of the place where you have your place of business or your branch.

2. All legal relationships between you and the organizer are subject to Federal German Law as well as to the German text.

XI Reservations / force majeure, cancellation of the event

1. As an exhibitor, you will be solely responsible for compliance with all the laws, guidelines, and other regulations which are in force in the host country, even if the content of the organizer's Conditions of Participation deviate from such regulations. You must obtain information promptly and comprehensively of the relevant regulations prevailing at the venue of the event, and obtain the required knowledge.

The organizer will not be liable for damages and other losses which could be incurred on your part as an exhibitor.

2. The organizer shall have the right to reschedule, shorten, extend or cancel the event, as well as to terminate the event temporarily or definitely, in part or in whole, if such an action is required due to reasons for which he is not responsible or unforeseen events such as force majeure, e.g. natural disasters, wars, strikes, terrorist attacks or the breakdown or obstruction of traffic, supply and/or communication links. The organizer shall immediately notify the exhibitor of such circumstances, provided he is not also prevented from doing so by force majeure. In such cases, the exhibitor has no claim to have the resulting damages recompensed.

3. In case the event is cancelled as a result of one of the cases mentioned in Clause 21, you, as an exhibitor, are obligated to cover an appropriate share of the costs incurred to prepare the event if the organizer requests you to do so. This share shall amount to no more than 50% of the agreed-upon user fee. The specific amount that each exhibitor has to bear is determined on the basis of the sum of all the costs that the organizer has already incurred, divided by the number of exhibitors and taking into account the size of the exhibition space that each exhibitor has booked.

4. If cases of force majeure prevent the organizer or its service partners from fulfilling some or all of their obligations, the organizer is released from its obligations until the force majeure ceases. The organizer shall immediately notify the exhibitor of such actions, provided the organizer is not prevented from doing so by force majeure as well. Strikes, lockouts, regulatory intervention and the impossibility of providing auxiliary materials such as electricity are considered to be the equivalent of force majeure, unless they are of short duration or caused by the organizer.

5. You shall have the right to rescind the contract, if you lose your interest in participating in the event because of one of the cases mentioned in Clause 2, and if you waive the reservation for the stand space allotted to you. Upon obtaining knowledge of the change, the rescission of the contract must be declared in a written statement and without undue delay. In case of the cancellation of an event, the organizer shall not be liable for damages and/or other losses which may be incurred on your part.

XII Final provisions

1. By signing the application form you recognize the organizer's Conditions of Participation (the General and Special Sections, the Technical Guidelines and all other regulations relating to the contractual relationship) as binding. The contractual relationship is subject solely to these stipulations. Divergent or supplementary terms from the exhibitor do not become part of the contract even if the organizer does not specifically object to them. This applies especially to diverging conditions of payment.

2. Should these provisions be partially legally invalid or contain gaps, this shall not effect the validity of the remaining provisions or the contract. In this event, the parties shall undertake to replace the invalid provision with such a provision or to fill the gap with such a provision, which comes closest to enabling the commercial purpose pursued by the parties to be fulfilled.

3. All alterations to the contract must be made in writing. The same shall also apply to any amendment or cancellation of the written-form clause itself.

Data Protection Notice

1 Controller/Contact

The Controller as defined under the data protection laws is

Koelnmesse GmbH
Messeplatz 1
50679 Cologne, Germany

Our Data Protection Officer can be contacted as follows:
datenschutz-km@koelnmesse.de.

2 Your rights as data subject

If your personal data are processed, you are a data subject as defined in the GDPR and you have the following rights with respect to the Controller:

Right of objection

You have the right to file an objection at any time against processing of your personal data, carried out on the basis of Art. 6 (1) lit. e or f GDPR, for reasons resulting from your particular situation. This also applies to any Profiling based on these provisions.

The Controller will then no longer process your personal data, unless he/she can demonstrate compelling reasons for the processing warranting protection, and these prevail over your interests, rights and liberties, or if the processing is for the purpose of asserting, exercising or defence of legal entitlements.

If your personal data are processed in order to carry out direct advertising, you have a right to file an objection at any time against the processing of your personal data for the purpose of such advertising. This also applies to Profiling insofar as it is connected with such direct advertising.

If you object to processing for the purpose of direct advertising, your personal data will no longer be processed for these purposes.

In connection with the use of services of the information society and notwithstanding Directive 2002/58/EC, you have the possibility of exercising your right of objection via automated procedures that use technical specifications.

You can demand **information** on whether we process personal data concerning you. If such processing is carried out, you can demand further information on this processing, in particular the purposes, categories of personal data, recipients or the categories of recipients, planned storage duration etc.

You have a right to **correction** and/or completion of your data

You can demand the **restriction of the processing** of your personal data under certain circumstances: If the processing of your personal data has been restricted, these data — with the exception of their storage — can only be processed with your consent, or for the assertion, exercise or defence of legal entitlements, or to protect the rights of another natural or legal person, or for reasons of an important public interest on the part of the EU or a member state.

Under certain circumstances, you can demand the **erasure** of the personal data concerning you. If the Controller has made your personal data public and is obliged to erase them, he/she shall, with consideration for the available technology and implementation costs, take appropriate measures, including of a technical nature, to inform Controllers, responsible for the data processing and processing the personal data, that you, as data subject, have demanded that they delete all links to these personal data, or have demanded the deletion of copies or replications of these personal data.

If you have asserted the right of rectification, erasure or restriction of processing with respect to the Controller, the latter is obliged to inform all recipients, to whom your personal data have been disclosed, of this

rectification or erasure of the data or of the restriction of processing, unless this proves to be impossible or involves disproportionate expense. You have a right with respect to the Controller to be **informed** of these recipients.

You have a right to **receive** your personal **data**, provided by you, in a structured, commonly-used and machine-readable format. You also have a right to insist that these data be transferred directly to another controller, insofar as this is technically possible. Liberties and rights of other persons must not be impaired as a result.

You have the right to **revoke** your data protection **declaration of consent** at any time. Revocation of the consent shall not affect the legality of the processing, carried out on the basis of the consent, up until the revocation. Within certain limits, you have the right not to be subjected to a decision, based exclusively on automated processing — including Profiling — that is legally effective against you or that significantly impairs you in a similar manner.

3 Right to complain to a supervisory body

Notwithstanding any other administrative-law or judicial remedy, you have a right to complain to a supervisory authority, in particular in the member state of your residence, your place of work or the place of the suspected violation, if you are of the opinion that the processing of your personal data violates the GDPR.

The supervisory body with which the complaint has been filed, will inform the complainant of the status and the results of the complaint, including the possibility of a judicial remedy pursuant to Art. 78 GDPR.

4 Information in the event of data collection via third parties

If we collect your personal data via third parties, this can involve the following categories of personal data: name, contact data as well as further information, for example concerning your responsibilities. If we do not receive these contact data directly from you, we receive them from the company for which you work and/or with which we are in contact. This can involve in particular an exhibitor or another cooperation partner with which we exchange services.

The possibility also exists of us receiving your contact data from commercial agents working for us.

5 Purposes and legal basis of the processing

We process your data for contract initiation, execution and settlement. This concerns the purchase of tickets as well as the contractual relationship as exhibitor, if you are acting as a natural person, for example businessman, in this respect. The data processing can also be for the purpose of administering your participation in an event or competition.

The legal basis for the handling of your data is Art. 6 (1) lit. b) GDPR, if this handling concerns the contractual exchange of services with you.

We may possibly also process data on you even if you yourself are not a customer, but rather a contact person of a business or cooperation partner.

In this respect, the legal basis for the handling of your data is Art. 6 (1) lit. f) GDPR.

We also process data for other purposes that are in our interests, specifically in order to:

- provide you with product information concerning relevant services.
- carry out measures aimed at improving and developing services and products, so as to be able to approach you individually with customised offers and products.
- carry out market and opinion research, or have this carried out by market and opinion research institutes. This enables us to obtain an overview of the

transparency and quality of our products, services and communication, and to align or design these in the interests of our customers.

The legal basis for this handling of your data is Art. 6 (1) lit. f) GDPR as well as Art. 6 (1) lit. a) GDPR, provided you have issued consent. You can revoke any such consent at any time with effect for the future.

6 Justified interest

If we use data within the framework of the above weighing-up of interests, our justified interest lies in enabling direct advertising (see Recital 47 GDPR), provided your privacy-law interests do not outweigh our advertising interests in each individual case.

If we use data in the context of contract initiation or fulfilment with a business or cooperation partner, our interest when handling your data lies in enabling and maintaining a dialogue with the respective business or cooperation partner, typically within the framework of a contractual or other relationship. If you act as contact person in this respect — typically in your function as employee of these companies — you typically have no opposing interest if this interaction with us is part of your work duties.

7 Recipients of your data

If and insofar as you have issued us with corresponding consent, we shall forward your data within the limits of this consent.

We shall also forward your data to service providers who are bound by instructions and whose work supports the provision of our services for you, on our behalf and in accordance with our instructions. These can be IT service providers, print service providers, call centres if you call in, and similar service providers.

In individual cases we also forward your data to third parties who use the data on their own responsibility: finance and tax authorities, police and investigation authorities (given the existence of a legal basis), official registration bodies (if forwarding is prescribed by law), insurance companies, banks and lending institutions (payment processing), market partners, commercial agents, auditors, lawyers, accountants or similar third parties.

8 Transfer of data to a third country

The transfer of data to third countries is planned if this is necessary for fulfilment of a contract, or if you issue us with express consent to forward the data to third parties.

If we transfer your data to service providers or group companies outside the European Economic Area (EEA), the transfer will only be made if the third country has been certified by the EU Commission as having an adequate level of data protection (Art. 45 (1) GDPR), or given the existence of other adequate data protection guarantees as defined in Art. 47 GDPR.

9 Duration of the storage of your data

If we have received your data for the processing of the contractual relationship with you as ticket purchaser or as natural person, as exhibitor, or for the purpose of an advertising approach or for the processing of your participation in an event or competition, we shall store your data and shall erase these after the event or when the contractual relationship with you has ended, when all reciprocal claims have been fulfilled and if no other statutory retention obligations or statutory justifying reasons for the storage exist.

Retention obligations exist in particular under the German Commercial Code (HGB) and the German Tax Code (AO). If such obligations apply and concern documents with your data, we shall erase your data upon expiry of the statutory retention obligations. As a rule therefore ten years from the end of the year in which the contractual relationship with you has ended.

If we use your data in the context of the contract initiation or fulfilment with a

business or cooperation partner, we shall store your data and shall erase them as soon as these are no longer required, for example if our relationship with the business or cooperation partner ends, if you yourself no longer act as contact person or similar.

Retention obligations exist under the German Commercial Code (HGB) and the German Tax Code (AO). If such obligations apply and concern documents with your data, we shall erase your data upon expiry of the statutory retention obligations. As a rule therefore ten years from the end of the year in which the contractual relationship with the business or cooperation partner has ended.

10 Necessity of providing your data

The provision of the data by you and the collection of the data by us for the processing of the contractual relationship with you as ticket purchaser or as natural person as exhibitor, is necessary for conclusion of the contract. Without the data we cannot conclude a contract with you or provide invoicable services.

The same applies in cases in which you wish to be approached by us for advertising purposes, or wish to participate in events or competitions.

If we collect your data in the context of contract initiation or fulfilment with a business or cooperation partner, the provision of the data is typically necessary for the contractual relationship with the company for which you work; we would be typically unable to provide services without the data.

11 Automated decisions in individual cases or Profiling measures

No automated decision making or profiling takes place, neither for the creation and execution of the contractual relationship with you, nor for advertising approaches, nor for the processing of your participation in events or competitions.

(last amended 12 July 2018)

