

Registration for Main Exhibitor

Must be returned. List of product group entries (Form 1.30) must be filled in for registration to be valid.

1.10

1 Main Exhibitor

1.1 Address:

Legal Company Name:

Company Name for
publicity / catalogue:

Street:

P.O. Box:

Postal Code /

City:

State /

Country:

General Phone:

General Fax:

General E-mail:

Website:

Proprietor / Managing Director:

(please give first and last name)

☐ Mr. ☐ Ms.

Correspondence language: Sort alphabetically
under the letter:

☐ English ☐ Portuguese

Contact person for the exhibition is:

☐ Mr. ☐ Ms.

Position:

Phone:

Cell Phone:

E-Mail:

1.2 We are:

- ☐ Manufacturer ☐ Trade representative
☐ Importer ☐ Service provider
☐ Wholesaler ☐ Trade Press
☐ Sales Organization ☐ Association/Institution

1.3 We are registered with the:

☐ Commercial register

At the
Magistrate Court in:

Commercial
Register no.:

1.4 Tax ID number:

1.5 We are member of the following associations: (if applicable)

2 Stand requirements

(Is subject to availability. Not part of the contract.)

2.1. Raw Space

- ☐ Rebooking ONSITE (USD 115,00/sqm) ☐ Regular from 01.10.22 to 20.12.22 (USD 130,00/sqm)
☐ Early bird from 30.05.22 until 30.09.22 (USD 125/sqm) ☐ Late Booking after 21.12.22 (USD 140,00/sqm)

Space in total sqm

Frontal width
in meters

min

max

Depth in meters

min

max

Location: Aisle

Location:

Booth number

2.2 Shell Schemes (see S.13)

- ☐ No Shell Scheme ☐ Comfort ☐ Boutique

2.3 Mandatory participation charges

- A. City Hall Charges of State São Paulo (per stand = USD 155,00)
B. Fire Brigade Charges of State São Paulo (USD 36,00 each 25 sqm)
C. Basic Energy Rate (sqm x USD 7,55 ; minimum rate USD 151,00 = 2 KVAs)
D. Security (USD 3,55 per sqm; minimum rate USD 71,00 = 20 sqm)
E. Media Package (per stand = USD 90,00)

F and G are included in the shell scheme packages and the International Pavilion Package!

F. General Cleaning Fee (USD 7,00 per sqm)

G. Basic Energy Fee for Construction (per stand = USD 95,00)

Hydraulic installations and additional energy on request.

2.4 Payment

Payment Terms: The total price has to be paid in two instalments. First instalment (50%) has to be paid within 30 days after the contract is signed. Second instalment (50%) has to be paid until 10.04.2023.

Fees and taxes for the bank transfer must be paid by the Exhibitor/Contractor

Total Price, VAT included:

3 Event and Venue

Event: FIT 0/16 – International Trade Show for Baby & Children Wear

Period: 24 to 26 April 2023

(Set-up: 20. to 23.04.2023, Dismantling: 27.04.2023)

Venue: Expo Center Norte - Red Pavilion - Rua José Bernardo Pinto, 333
Vila Guilherme, São Paulo - SP, ZIP 02055-000, Brazil

4 Products or Services to be exhibited

The application is only valid with the attached List of product group entries!

Please indicate your products / services on the enclosed List of product group entries (form 1.30). Only goods listed here are permitted at FIT 0/16.

Data Protection Notice:

You can read our Data Protection Notice in the complete participation documents and at any time via 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 and agree that Koelnmesse Organização de Feiras Ltda., may pass on my personal data to its parent company Koelnmesse GmbH and its subsidiaries and commercial agents and may use the data entered on this form from the aforementioned persons for sending me information by e-mail about future similar trade fairs/events/platforms organised in Brazil 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 dataprivacy@koelnmesse.de)

By signing and returning the registration form, we acknowledge that Koelnmesse's Conditions of Participation are binding for our company.

Exhibitor / Contractor

Company Name:

Legal Representative:

Position:

X

Date, Place, Stamp, Legally binding signature of the Main Exhibitor

Organizer

Koelnmesse Organização de Feiras Ltda.

Legal Representative: Beni Piatetzky

Position: Executive Director

X

Date, Place, Stamp, Legally binding signature of the Main Exhibitor

**Enclosure to the application
 for Main Exhibitor**
 Invoice address / Address for correspondence

1.11

24-26 April 2023

1 Invoice address – if different from Main Exhibitor

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

Company / Name:

Street:

P.O. Box:

Postal Code:

City:

State:

Country:

E-mail:

Important!

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 different from Main Exhibitor

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

Company / Name:

Contact Person
 Financial Dept.:

Street:

P.O. Box:

Postal Code /
 City:

State /
 Country:

Phone:

E-Mail
 Financial Dept.:

Correspondence language:

☐ Portuguese ☐ English

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.

Registration of co-exhibitors*

List of product group entries (Form 1.30) must be filled in for registration to be valid

1.20

In accordance with 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:

Street:

P.O.Box:

Postal Code / City:

State / Country:

General Phone:

General Fax:

General E-mail:

Website:

Contact person for the exhibition is:

☐ Mr. ☐ Ms.

E-mail:

Company / Name:

Street:

P.O.Box:

Postal Code / City:

State / Country:

General Phone:

General Fax:

General E-mail:

Website:

Contact person for the exhibition is:

☐ Mr. ☐ Ms.

E-mail:

Customer no.:

3 7 1 0

Customer no.:

Register first letter of company name:

The company is: ☐ Manufacturer ☐ Trade representative
☐ Importer ☐ Service provider
☐ Wholesaler ☐ Trade Press
☐ Sales Organization ☐ Association / Institution

The company is represented with: ☐ own products
☐ own staff

VAT identification number:

(Required information for companies from EU countries)

Customer no.:

3 7 1 0

Customer no.:

Register first letter of company name:

The company is: ☐ Manufacturer ☐ Trade representative
☐ Importer ☐ Service provider
☐ Wholesaler ☐ Trade Press
☐ Sales Organization ☐ Association / Institution

The company is represented with: ☐ own products
☐ own staff

VAT identification number:

(Required information for companies from EU countries)

Please provide a separate List of product group entries (Form 1.30) for each co-exhibitor that you register.

By signing and returning the registration form, we acknowledge that Koelnmesse's Conditions of Participation as well as the stipulations of the Exhibitor Manual (in particular the technical regulations and the supplements contained in the order forms) are binding for our company.

* Explanation on "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.

X

Date, Place, Stamp, Legally binding signature of the Main Exhibitor



24-26 April 2023

Customer no.:

3 7 1 0

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Main Exhibitor:

(Please fill in if you are a Co-exhibitor)

List of product group entries

Must be returned by

- Main Exhibitor

- Co-exhibitor

- Additional represented companies

Please complete and return with application

1.30

Name of Main Exhibitor/Co-exhibitor*:

*Please use one list of exhibits per company

How many brands are being presented? Please list your brands here:

For Co-exhibitors:

Name of Main Exhibitor:

☐ Manufacturers
own brand

☐ Licensing

☐ Distributor

Number of brands

Competitors

List of product group entries X Please tick the corresponding items

Our target/sales markets are:

South America

- ☐ Brazil
- ☐ Argentina
- ☐ Chile
- ☐ Peru
- ☐ Bolivia
- ☐ Ecuador
- ☐ Uruguay
- ☐ Paraguay
- ☐ Colombia
- ☐ Venezuela
- ☐ Guiana, French Guiana & Suriname

North and Central America

- ☐ USA
- ☐ Canada
- ☐ Mexico
- ☐ Others Central America

Europe

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

Asia

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

Oceania

- ☐ Australia
- ☐ New Zealand
- ☐ Others Oceania

Africa

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

Global Opportunities

We are interested in the following Koelnmesse events around the world. Please send us further information.

☐ Germany, Cologne |
Kind + Jugend

☐ Germany, Cologne |
imm cologne

☐ Germany, Cologne |
spoga + gafa

☐ Thailand, Bangkok |
Kind + Jugend ASEAN

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 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 dataprivacy@koelnmesse.de). This consent is voluntary and applies only in the event that I have indicated my interest in one or more trade fairs by placing a check mark.

010000 Products

☐ 010000 Baby Fashion

☐ 020000 Kids Fashion

☐ 030000 Teen Fashion

☐ 040000 Kids Shoes

☐ 050000 Kids accessories

☐ 060000 Maternity Fashion

☐ 070000 Gifts & Decoration

☐ 080000 Boutique equipment

☐ 090000 Baby layette

☐ 100000 Other products and groups

Shell Schemes

S.13

24-26 April 2023

☐ **No Shell Scheme**

☐ **COMFORT (USD 95 / sqm).**

- Grey carpet
- Octanorm walls 2.75h
- Signboard with the company logo
- 1 Table
- 3 Chairs
- 2 Hangers or 2 Shelves
- 1 Spotlight - 1 per 3sqm
- 1 Power Plug
- 1 Counter
- 1x1m Storage



☐ **BOUTIQUE (USD 120 / sqm).**

- Grey carpet
- Walls covered with ecological leather 3.15H;
- Signboard with the company logo
- 1 Table
- 3 Chairs
- 2 Hangers or 2 Shelves
- Led Spotlights
- 1 Power Plug



_____ sqm x USD scheme price

Total price for shell scheme:

Company

Contact Person

Full address

Telephon

Telefax

E-Mail

Place, date, legally binding signature and company stamp

General Conditions of Participation

Signature is mandatory due to Brazilian law.

1. The participation in the International Pavilion Package can only be conducted, should the minimum participation of 5 companies be reached. All materials and facilities in the International Pavilion shall be at the disposal of the exhibitor, on a rental basis, only for the duration of the event, and may in no way be damaged or modified. Damaged or modified components and devices shall be repaired or replaced at the expense of the exhibitor. The equipment and furniture included in the International Pavilion Package can not be switched or negotiated since it's an uniform agreement.

2. The **Exhibitor / Contractor** pledges to use the rented space in accordance with the amount paid for it. Instalments must be paid via bank payment slips issued **Koelnmesse Organização de Feiras Ltda.**, at Banco Santander (Brasil) S.A., Agency 0436, Account Number 13002582-8 (SWIFT/BIC: BSCHBRSP, IBAN: BR80 9040 0888 0043 6013 0025 828C), observing the due dates indicated thereon, which will be sent to the **Exhibitor / Contractor** when this contract is signed. Payment slips will be sent to the contact indicated in the **Exhibitor's** Official Identification box in the preamble of this agreement ("Contact person for the exhibition"), whereas said contact should inform the **Organizer** about any receiving problems or if he/she has not received the payment slip until 3 days before the due date.

2.1. In case the **Exhibitor / Contractor** does not inform the **Organizer** about any problems that causes him/her not to receive the payment slips within the deadline set forth in item 2 above, resulting in late payment, the Exhibitor shall incur into the penalties set forth in item 4 below.

3. Payments shall only be considered discharged if made through bank payment slip. Payments will not be considered if made via other modalities without express written authorization from the **Organizer**.

4. Late payment of instalments by the **Exhibitor/ Contractor** entails a 2% fine plus 1% interest per month charged on the instalment amount.

5. In the event of debt enforcement proceedings for instalments owed, the **Exhibitor / Contractor** shall be liable for payment of all court costs and attorney fees (20% of the value in dispute) generated by the default.

6. In the case that it is not possible to hold the Event on the dates originally scheduled and/or the aforementioned venue not be granted due to the absence of any required licenses and/or authorizations, or still for any reasons what so ever, such as public health reasons, natural disasters, lack of energy, a fact caused by a decision of a public authority, strikes, terrorist attacks, blocking of access roads, or other facts of a third party, including force majeure, the **Organizer** has the authority to hold the event in another date and/or location, at its sole discretion and in the interest of the Event, which is hereby accepted by the **Exhibitor / Contractor** with no restrictions, which expressly agrees to the maintenance of all obligations and duties under this contract.

6.1. If it is not possible to change the venue and/or location of the Event according to the **Organizer's** evaluation due to the occurrence of the hypothesis foreseen in item 6 above, the **Organizer** may decide to cancel the Event, being exempt of responsibility for such fact and being able, upon presentation of proof of costs already incurred in the organization of the Event, to discount proportionally the actual costs of eventual amounts to be refunded.

6.2. Should the **Exhibitor/Contractor** prove to be unable to participate in the new venue and/or date determined according to 6.1 above, he/she may choose to convert the amounts already paid into credits for participation in a future edition of the Fair within 1 year, without the application of any penalty, according to the contractual provisions that may apply to it.

7. The **Exhibitor / Contractor** may not wholly or partially transfer any right or obligation undertaken with the **Organizer**, related to the event in question, nor may it sublet or assign all or part of the contracted space, without the previous and express approval of the **Organizer**.

8. The space shall only be released for the **Exhibitor / Contractor** and its agents to set up the booth if there are no outstanding contracted instalments.

9. The timeframe for using the space outlined in this document shall correspond to the duration of the event, including times for set-up and dismantling of the booth and the **Exhibitor/ Contractor's** products and equipment as described in the application document 1.10 of the preamble of this agreement. On the last day of dismantling the **Exhibitor / Contractor** must deliver its assigned space, properly vacated and in the same conditions as received, so as to return it in perfect order, being responsible for reimbursing any damages caused.

9.1. In case of noncompliance with the delivery timeframe and conditions, the **Organizer** shall proceed to vacate the space and restore the aforementioned conditions, whereas the **Exhibitor / Contractor** shall be accountable for all resulting costs, including those related to storage of materials, which will be available to it for fifteen (15) days counted from the end of the event, after which period the **Organizer** is free to dispose of them.

10. This contract shall be lawfully suspended, regardless of judicial or extrajudicial notice, if at any time during its effective period two instalments are in arrears for over 5 (five) business days, or in the event of incorrect payment of said instalments, resulting in loss of the right to participate in the fair, without being entitled to any reimbursement of amounts paid.

10.1. The **Organizer** may also, at any time, in the event of non-compliance with any obligation by the **Exhibitor/Contractor**, notify the **Exhibitor/ Contractor** to remedy such non-compliance, under penalty of termination of this contract, subject to the penalties of cancellation provided for in item 11 below.

10.2. The contract shall be considered terminated automatically, regardless of judicial or extrajudicial notification, in the hypothesis described in item 11.1 below, and the sanctions provided for therein shall apply.

11. The **Exhibitor / Contractor** recognizes that, due to the Leased Contract Area, the **Organizer** will take many obligations and bear costs for the organization of the event according to the exact number of participants. The obligations assumed by the **Organizer** will remain unchanged even if the **Exhibitor / Contractor** decides to cancel their participation. Thus if the Exhibitor wishes to cancel its participation in the Event, the **Exhibitor / Contractor** must inform the **Organizer** in writing, and will be obligated to make the required indemnity payments, as described in the terms below:

a) If the cancellation is done up to 180 (one hundred and eighty) days before the opening of the event, the **Exhibitor / Contractor** shall pay 30% (thirty percent) of the amount set in application document 1.10 above;

b) If the cancellation is done between 180 (onehundred and eighty) days and 120 (one hundred and twenty) days before the opening of the event, the **Exhibitor / Contractor** shall pay 60% (sixty percent) of the amount set application document 1.10 above;

c) If the cancellation is done less than 120 (onehundred and twenty) days until 45 (forty-five) days before the opening of the event, the **Exhibitor / Contractor** shall pay 90% (ninty percent) of the amount set in application document 1.10 above;

d) If the cancellation is done less than 45 (forty-five) days before the opening of the event, the **Exhibitor / Contractor** shall pay the whole sum set in the application document 1.10 above, plus the costs that the **Organizer** will have to relocate the area;

Sole paragraph: the above penalties apply equally on any additional services that have been contracted.

11.1. In case the **Exhibitor / Contractor** does not occupy the area leased until 48 (forty-eight) hours prior to the opening of the event, the **Organizer** may use it as it suits better, applying also the item 11.d above; this use does not represent a reduction of any amounts due by the **Exhibitor/Contractor**.

11.2. In case the **Exhibitor / Contractor** is subject to the terms set in application document 1.10 and item 11 and 11.1, including the subitems above, with or without notification in writing to the **Organizer** the intention to cancel its participation in the event, the **Organizer** may make the area available for

2 General Conditions of Participation

lease or relocation without any indemnity to the **Exhibitor / Contractor** in this case.

12. The Exhibitor / Contractor may request reduction of the space being assigned to it or change in the type of space for a lower cost, provided that there is availability and that the request is submitted at least sixty (60) days prior to the event's start date. However, this shall be subject to an operational cost equal to ten percent (10%) of this instrument's total value, and the difference in price, if any, shall be returned to the **Exhibitor / Contractor** within sixty (60) days after the end of the event.

13. Aside from the provisions set forth herein, relations between the parties shall also be governed by the Exhibitor Manual, available on the website www.fit016.com, and memos that maybe drawn up and sent via e-mail to the address indicated in this contract ("Contact person for the exhibition"), which will constitute an integral part of this agreement and which the **Exhibitor / Contractor** states full awareness of, hereby accepting and adhering there to without reservations or provisions, pledging to comply with all conditions and restrictions contained therein and bearing responsibility to make all of its subcontractors aware of its terms and requirements.

14. The Exhibitor / Contractor states its full awareness of the norms and penalties related to maximum sound volume allowed within the booths, as stated in the Exhibitor's Manual.

15. FIT 0/16 will take place from 24. – 26.04.2023 at the Expo Center Norte, São Paulo / SP, Brazil.

16. The Organizer reserves the right at any time, for the general good and without prior notice, to rearrange booth locations, provided that the dimensions and characteristics established in this contract are met. It may also change or close entry and exit points, accesses to the space and other structural changes for convenience of the event, to which the **Exhibitor / Contractor** hereby agrees.

17. The Exhibitor / Contractor is likewise responsible for all damages that it or its agents may cause, by negligence or misconduct, to the event venue, to the assets existing therein, or to third parties, whether attending the event or otherwise, for which its partners and administrators shall also be jointly liable. It is the **Exhibitor/Contractor's** responsibility to provide insurance against risks involved with his/her participation in the event, including force majeure, regardless of its nature, and the **Organizer** is exempt from any liability related to possible losses and damages.

18. The Exhibitor/Contractor must abide by the standards set forth in the Exhibitor's Manual for the use of the area.

19. The Exhibitor / Contractor is responsible for tax and labour obligations related to the staff it directly or indirectly employs to provide services in the space sub-assigned herein, as well for any tax and legal matter related to own material used/exhibited in the event. The **Exhibitor / Contractor** is aware of tax and legal restrictions and regulation of sale of products designated to the fair participation and exempts the **Organizer** of any responsibility for the nonobservation of this restrictions. The direct sale of any product designated to be shown at the fair is forbidden.

20. It will fall solely within the **Exhibitor / Contractor's** scope of risk if

- a) the products, which have been stipulated for the presentation, cannot be introduced at the venue of the event due to legal requirements prevailing there or due to other reasons, or
- b) such products do not arrive in 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) the journey, the journey of the exhibitor's employees or the exhibitor's stand or installation personnel is delayed or becomes impossible.

21. Pursuant to the Brazilian Minor and Adolescent Statute, minors under 14 years of age are not allowed to enter the event, even if accompanied by a parent or guardian.

22. The judicial district of São Paulo/SP is hereby chosen to resolve any disputes arising from this agreement.

23. The **Exhibitor / Contractor** hereby expressly permits the **Organizer** to use the details entered on this contract for sending information and advertising of its industry events. Both national and international, in line with the data protection regulations currently in force in Brazil. The **Exhibitor / Contractor** can forbid this use of personal data any time by sending an e-mail to fit016@koelnmesse.com.br.

24. The **Organizer** is allowed to publish the **Exhibitor / Contractor** as **Exhibitor** in its publications such as hall plan, exhibitor list, etc..

25. Any adjustments to the terms and conditions set forth in this agreement shall only be considered valid upon the signature of an amendment to this agreement.

26. All notices, agreements, waivers and other communications shall be in writing, via e-mail or fax and delivered by registered letter, courier or in person, however the case may be, to the addresses/contact person indicated in the preamble of this agreement. The **Exhibitor/Contractor** undertakes to inform, by such means, any modification of the contact details, under penalty of being considered fulfilled the communication with the registration address for all purposes.

27. This Agreement shall be entered into on an unconditional and irrevocable basis and shall bind and benefit the parties and the respective successors, heirs and assignees thereof.

28. This Agreement, including the respective attachments, represents the integral agreement between the parties with respect to the transaction set forth in this agreement and replaces all other previous agreements, in writing or oral, in relation to the subject matter thereof.

29. Any term or provision of this agreement deemed invalid or unenforceable shall be considered invalid solely to the extent of such invalidity or unenforceability, without making invalid or unenforceable the remaining terms and provisions of this agreement. The invalid or unenforceable provision shall be replaced by the parties for a proper and legal provision whose effect approximates at most the original provision.

30. The terms in the context of this agreement shall be counted as from the 1st (first) business day following the event until the termination thereof, which shall be a business day.

31. DISCLOSURE OF CORPORATE DATA AND PROVISIONS REGARDING THE BRAZILIAN GENERAL PERSONAL DATA PROTECTION LAW (LGPD, LAW 13.709/2018)

In order to achieve the object of this contract, the Organizer needs to obtain, maintain and transmit business data from the Exhibitor/ Contractor, either at the time of signing this contract or during its execution, in physical and electronic form.

The Exhibitor/Contractor expressly consents and authorizes the Organizer, from now on to use your company's data provided in this contract and during its completion:

- a) maintain a register and database of data and information and to transmit them, either physically or electronically, with the purpose of executing the terms of this contract, as well as
- b) keep a register and database and information and to transmit information, data and publicity about national or international events of the respective sector in compliance with data protection regulations currently in force in Brazil,
- c) comply with the stipulations of national legislation.

The Exhibitor/Contractor declares to be aware and to provide his/her express consent to the treatment of personal data, as provided in Annex I - TERMS OF CONSENT OF USE AND TREATMENT OF DATA AND PROVISIONS ATTACHED TO THE GENERAL LAW OF PERSONAL DATA PROTECTION (LGPD, LAW 13.709/2018) - of the present contract, in the form of art. 7, I, of the LGPD.

32. This agreement, which is hereby signed by 2 (two) witnesses represents an execution document, pursuant to rticles 784, III of Law No. 13.105/2015

Exhibitor / Contractor

Company Name:

Legal Representative:

Position:

Organizer

Koelnmesse Organização de Feiras Ltda.

Legal Representative: Beni Piatetzky

Position: Executive Director

X

Date, Place, Stamp, Legally binding signature of the Main Exhibitor

X

Date, Place, Stamp, Legally binding signature of the Main Exhibitor

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

For trade fairs outside Germany, our Data Protection Officer can be contacted as follows:
dataprivacy@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) sentence 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

a) If you conclude a contract with us, 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. This also includes the creation of user accounts on the platforms offered by us, unless a separate data protection notice on the handling of your data is provided there. 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) sentence 1 lit. b) GDPR, if this handling concerns the contractual exchange of services with you.

b) 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) sentence 1 lit. f) GDPR.

c) We process your data in order to provide you with the accreditation for this event. If you have given your consent during accreditation, your data will be

used to send you press information. To do so, your data will be stored in our database even after the event is over.

The legal basis for the handling of your data is Art. 6 (1) sentence 1 lit. b) GDPR, if this handling concerns the contractual exchange of services with you. Insofar as you have given your consent to the sending of press information, Art. 6 (1) sentence 1 lit. a) GDPR is the legal basis for the handling of your data. You can revoke such consent at any time with effect for the future.

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

- provide you with product information concerning relevant products and 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) sentence 1 lit. f) GDPR, § 7 (3) UWG as well as Art. 6 (1) sentence 1 lit. a) GDPR, provided you have issued consent. You can revoke any such consent at any time with effect for the future.

e) As far as your data are collected exclusively for the purpose of traceability of new infections with the Coronavirus SARS-CoV-2, the legal basis for the handling of your data is § 2a CoronaSchVO NRW.

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 addition, we pass on your data to third parties if and insofar as this is necessary to fulfil the contract concluded with you and order processing is out of the question.

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. If you have a user account, your user data will be stored until this user account is deleted.

If we have collected your data solely on the basis of the CoronaSchVO NRW, these data will be stored or deleted in accordance with the periods resulting from this regulation.

If you have given us your consent (e. g. to receive information on products and services or press releases), we will store your data until you revoke your consent.

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.

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 or as exhibitor, is necessary for conclusion of the contract. Without the data we cannot conclude a contract with you or provide invocable services. This also applies if you wish to create and use a user account or to be accredited as a media representative.

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.

If you have a user account on one of our platforms and are logged in there, we evaluate your interests on the basis of the actions you have taken in order to send you information on products and services tailored to your interests. An automated decision making process does not take place.

(last amended 15 September 2020)

ANNEXI - Term of consent for the use and processing of data and provisions related to the brazilian general personal data protection law (LGPD, LAW 13.709/2018)

Signature is mandatory due to Brazilian law.

1. Controller and Data Protection Officer

The Controller in the sense of the Brazilian general personal data protection legislation (LGPD) is Koelnmesse Organização de Feiras Ltda.

The Personal Data Protection Officer (DPO), in accordance with LGPD, can be contacted at: dpo@koelnmesse.com.br. Contact data can be found at: www.koelnmesse.com.br/dpo.

2. Consent to the use and processing of personal data by the Data Holder

In order to achieve the object of this contract, the Controller must perform the data processing of the Holder for the purposes set forth in item 5a, either at the time of signing this contract, or during its execution and after its finalization, in physical and electronic form. By means of this term, the Holder consents to the use and treatment of his/her personal data for the purposes set forth in item 6, observing the other stipulations of this term.

3. Rights as Holder of Personal Data

When personal data is processed, its Holder has the following rights in relation to the Controller, pursuant to article 18 of LGPD:

- I - confirmation of the existence of treatment;
- II - access to data;
- III - correction of incomplete, inaccurate or outdated data;
- IV - anonymization, blocking or elimination of unnecessary, excessive or treated data that does not comply with the provisions of the LGPD;
- V - portability of data to another service or product supplier, upon express request, in accordance with the regulations of the Brazilian national authority, observing commercial and industrial secrets;
- VI - elimination of personal data processed with the consent of the Holder, except in the cases provided for in article 16 of the LGPD;
- VII - information from public and private entities with which the controller has made shared use of data;
- VIII - information about the possibility of not providing consent and about the consequences of the negative;
- IX - revocation of consent, pursuant to § 5 of article 8 of the LGPD.

The Controller shall no longer process the Holder's personal data unless he/she can prove compelling legitimate reasons for maintaining such processing and that they override his/her interests, rights and freedoms, or when the processing of such data serves the purpose of claiming, exercising or defending its own rights (article 7, clauses II, VI, VII, IX and X of the LGPD).

If personal data are processed to carry out direct advertising, the Holder has the right to object at any time to the processing of his personal data for the purposes of such advertising; the same is valid for the classification of profiles while linked to such direct advertising. If the Holder objects to the processing of his/her personal data for the purposes of direct advertising, his personal data will no longer be processed for these purposes.

Should the Holder have claimed the right to correction, deletion or restriction of the treatment before the Controller, the latter is obliged to communicate such correction or deletion of the data or the restriction of the treatment to all the recipients with whom the personal data in question have been shared, unless it is proven to be impossible or subject to disproportionate expenses. The Holder has the right to be informed by the responsible person about these recipients.

The Holder has the right to receive his personal data, made available by him/her, in a structured, usual and readable written format, in physical or digital media. This process shall not cause damages to the freedoms and rights of third parties.

The Holder has the right to revoke his declaration of consent regarding the processing of data at any time. The revocation of his consent shall not affect the legality of the processing of personal data carried out on the basis of the consent until its revocation.

4. Right to complain to the Brazilian National Data Protection Authority

Without prejudice to any other administrative or judicial appeal, the Holder has the right to submit a complaint to the Brazilian National Data Protection Authority (ANPD), if he/she considers that the processing of his/her personal data violates the LGPD and after proving the submission of a complaint to the Controller, who did not resolve the matter within the period established in regulation (article 55-J, LGPD).

5. Information in case of data collection via third parties

If the Controller collects the Holder's personal data through third parties, the following categories of personal data can be handled: name, contact data as well as other professional information, for example, about his area of responsibility.

If these contact details have not been received directly from the Holder, they will be received from the company for which the Holder works and/or with which the Controller is in contact. This may be, in particular, an exhibitor or also another cooperation partner with whom the Controller conducts transactions. In addition, there is the possibility that the Controller receives contact data from the Holder also from commercial representatives working for the Controller.

In all these cases, the Controller only uses the personal data within the limits and for the purposes of processing that the Holder has consented to by allowing sharing between the third party and the Controller.

6. Purposes and legal basis for the processing of the Holder's personal data

The Controller performs the Holder's personal data processing for the preparation and negotiation, execution and billing of the contract signed between the parties. This applies to the acquisition of tickets, but also to the contractual relationship as an exhibitor, as long as the Holder is acting as an individual, for example, as an entrepreneur. The processing of personal data may also be carried out for the purpose of processing the Holder's participation in an event or contest. The legal basis for processing the data of the Holder is art. 7, paragraph V of LGPD, provided that such processing refers to the contractual relationship with the Holder.

The Controller shall also process the Holder's personal data obtained through sharing with commercial partner(s) or cooperation of the Controller, for which the Holder provides his express consent in the form of art. 7, item I of LGPD.

The Controller also processes data for other purposes, specifically for:

- to provide information on relevant services to the Holder and/or his company.
- carry out actions for the improvement and development of services and products to offer an individual approach with offers and customized products to the Holder and/or his company.
- carry out market and opinion surveys or allow market and opinion survey institutes to do so. In this way, the Controller obtains an overview of the transparency and quality of products, services and communication and can adjust or elaborate them according to the clients' interests.

The legal basis for this treatment of your data is article 7, item 1, of LGPD, for which the Holder grants, by this term, his express consent. The Holder may revoke such consent at any time, with future effect, by contacting the DPO, according to the contact data contained in item 1.

7. Legitimate interest

The Controller's legitimate interest lies in the holding of the event in accordance with the terms of the contract signed between the parties and in the feasibility of direct advertising/promotion, as per article 10, item I of LGPD, provided that the Holder's personal interests do not predominate over advertising interests in each particular case.

To the extent that the Controller uses data in the context of the preparation and negotiation or execution of a contract with a commercial or cooperation partner, the Controller's legitimate interest in processing the Holder's data resides in the feasibility and maintenance of the exchange with the respective commercial or cooperation partner, normally in the context of a contractual relationship or of a similar nature. Since the Holder performs his role as interlocutor and/or collaborator of these companies, the Holder does not present any conflicting interest, as this interaction with the Controller is part of his/her attributions.

8. Sharing and recipients of shared data

By this term, the Holder grants the Controller consent to transmit his/her data to service providers subject to instructions from the Controller, who, by their actions, collaborate in the provision of services to the Holder on behalf of the Controller and under its instructions. These third parties may be technological, printing, public relations, press relations, call centers in the case of your telephone number, or similar service providers.

In particular cases we also pass on the Holder's data to third parties who make use of the data under their own responsibility: financial and tax authorities, police and investigation authorities (based on the legislation in force), public registration offices (provided that the transfer is legally mandatory and/or authorized), insurance companies, banks and credit institutions (payment processing), market partners, commercial representatives, accounting inspectors, lawyers, auditors and other similar third parties related to the business relationship between the Holder and the Controller.

Exhibitor / Contractor

Company Name:

Legal Representative:

Position:



Date, Place, Stamp, Legally binding signature of the Main Exhibitor

9. Consent to transfer data to a third country

Through this term, the Holder authorizes the transfer of data to third countries, specifically to the Controller's affiliated companies, with the purposes specified in item 5 (promotion and commercial disclosure activities within the scope of fairs and events in its sector of activity), ensuring, at least, the same rights established in relation to the data transmitted in the national territory.

10. Storage period of the Holder's data

To the extent that the Controller receives data for the processing of contractual relations with the Holder as a buyer of tickets or as an individual as an exhibitor or for the purpose of advertising or for the processing of his participation in an event or contest, the Controller stores his data and deletes them after the event or when the contractual relationship with the Holder is terminated, all mutual rights have been fulfilled and there are no other legal storage obligations or legal reasons justifying the storage.

When the Controller uses the Holder's data in the context of the preparation and negotiation or execution of a contract with a commercial or cooperation partner, the Controller stores the Holder's data and deletes them as soon as they are no longer necessary, for example, when the relationship with the commercial or cooperation partner comes to an end, when the Holder is no longer the interlocutor or in similar situations.

In case of legal obligations to store the data of the Holder, provided that such obligations are applicable and refer to documents with his data, the Controller excludes them upon expiry of the legal period of mandatory storage.

Data conservation may eventually occur in accordance with the terms of article 16 of the LGPD.

11. Necessity of the Holder's data availability

The availability of the data by the Holder and the collection of the data by the Controller for the processing of the contractual relationship with the Holder as a buyer of tickets or natural person as an exhibitor is necessary for the conclusion of the contract.

Without the data it would not be possible to the Controller concluding a contract with the Holder or provide invoiceable services.

The same applies in cases where the Holder wishes an advertising approach or to participate in events, digital platforms or contests promoted by the Controller.

If the Controller collects the Holder's 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 the Holder works; the Controller would be typically unable to provide services without the data.

Organizer

Koelnmesse Organização de Feiras Ltda.

Legal Representative: Beni Piatetzky

Position: Executive Director



Date, Place, Stamp, Legally binding signature of the Main Organizer