

# General terms and conditions for events/sponsorship

## 1. Organiser

True Sale International GmbH, Mainzer Landstrasse 61,  
60329 Frankfurt am Main, Germany, Tel +49 69 2992 1710

## 2. Services, prices, payment

The Organiser undertakes to deliver the services ordered by the contractual partner and agreed by the Organiser. The contractual partner undertakes to pay the agreed participation (sponsorship) fee for these services including value added tax (VAT) in accordance with the Organiser's invoice and terms of payment no later than eight weeks before the start of the event.

## 3. Confirmation of participation

The contractual partner shall send the Organiser the signed and hence legally binding sponsorship booking (letter, fax, scan). Participation by the contractual partner shall be confirmed in writing by the Organiser and is legally binding on receipt of the confirmation letter by the contractual partner.

## 4. Allocation and change of stand position for exhibitors

Particular position requests will be dealt with as far as is possible. If, owing to circumstances beyond the power of the Organiser, the position allocated is not available, the Organiser may, if the situation so requires, allocate a position of the same quality elsewhere. The Organiser reserves the right to decide on the position of the entrances, exits and passageways within the event site. In such substantiated exceptional cases, the contractual partner shall have no entitlement to withdraw, to claim a reduction of the participation fees or to claim damages.

## 5. Withdrawal by the Organiser

The Organiser is entitled to withdraw from the agreement if

- a) the contractual partner is in arrears with its financial obligations vis-à-vis the Organiser;
- b) it is not possible to fulfil part or all of the agreement owing to force majeure or for other reasons beyond the Organiser's power. In the case of force majeure or compelling reasons, the Organiser is also entitled to postpone, shorten or extend the event, to close part or all of it or to cancel it entirely. In such substantiated exceptional cases, the contractual partner shall not be entitled to withdraw, to claim a reduction in the participation fee or to claim damages.

## 6. Withdrawal by the contractual partner

In case of cancellation between 12 and 6 weeks before the start of the event, 50% of the participation fee (sponsorship) is due; between 6 and 2 weeks before the start of the event, 75% of the participation fee (sponsorship) is due. After that time, 100% of the participation fee (sponsorship) is due.

## 7. Advertising on the event site

Printed material and promotional items may only be distributed within the position allocated. Only advertising measures are permitted that relate to the event, are not in breach of legal provisions or of public decency and are not of an ideological or political nature. The Organiser is entitled to ban such advertising material and to confiscate any stocks for the duration of the event. Optical, moving and acoustic advertising material may be used, provided that they do not disturb the neighbouring stand operators. If these rules are violated, the Organiser is entitled to take steps and require alterations to be made.

## 8. Stand assembly, stand operation, objects brought to the event

The Organiser is responsible for general heating, cooling and lighting at the event site. The cost of electricity consumption by the contractual partner is included in the participation fee. The contractual partner undertakes to employ only suitably qualified personnel to assemble and to operate the stand. The contractual partner must ensure that the stand assembly and operation comply with the relevant legal provisions. The contractual partner shall be liable for claims under Article 823 of the German Civil Code (BGB) with regard to stand assembly and disassembly, stand operation and objects brought to the event. The Organiser assumes no liability for loss or damage caused by disruptions to the energy supply (electricity, water, etc) or other breakdowns of any kind. All objects brought to the event must be removed without delay at the end of the event. Otherwise, the Organiser shall be entitled to remove and store them at the contractual partner's expense.

## 9. Bringing food and drinks to the event

The contractual partner may not bring any food or drinks to the event but must obtain them from the Organiser.

## 10. Cleaning

The Organiser is responsible for cleaning the rooms. The contractual partner is responsible for cleaning the stands and must finish that task each day before the start of the event.

## 11. Treatment of the property governed by the agreement

The rooms and surface areas made available must be used for their specified purpose and treated with care. At the end of the agreed time they must be returned in the same condition as before their use, allowing for normal wear and tear.

## 12. Organiser's liability

If, in order to fulfil its obligations arising from the agreement, TSI makes use of services/facilities/technical equipment at the event location, TSI's liability vis-à-vis its contractual partner shall not exceed the liability of the event location vis-à-vis TSI and its contractual partners. This does not exclude liability for damages resulting from loss of life, bodily injury or damage to health which can be attributed to a grossly negligent breach of duty on the part of the Organiser or to a deliberate or grossly negligent breach of duty on the part of a legal representative or agent. The Organiser has third-party liability insurance to cover its legal liability. In other respects, the General Insurance Conditions for Liability Insurance (AHB) shall apply. The contractual partner is liable for third-party damage caused by activities undertaken on behalf of the contractual partner.

## 13. Domiciliary right

The Organiser exercises domiciliary right on the event site during the period of assembly, execution and disassembly. The Organiser is entitled to give instructions.

## 14. Verbal agreements

All agreements, individual authorisations and special authorisations must be confirmed in writing by the Organiser.

## 15. Data protection

The contractual partner notes that the Organiser will store personal data on the person of the contractual partner and the nominated contact persons with the aid of automatic data processing technology and may, as appropriate, pass such data on to third parties for the purpose of fulfilling the agreement. If it is necessary to process personal data and if no legal or contractual basis exists for such data processing, the Organiser will generally seek to obtain the consent of the data subjects. The processing of personal data including but not limited to the name, address, email address or telephone number of a data subject will always be conducted in compliance with the General Data Protection Regulation and in agreement with the data protection provisions applicable to True Sale International GmbH. A corresponding agreement on contract data processing within the meaning of §11 of the German Federal Data Protection Act has been entered into with all service providers that process personal data. Any data subject affected by the processing of personal data has the right, granted by the legislator of the respective European Directives and Regulations, to withdraw their consent to the processing of personal data at any time. If a data subject wishes to avail themselves of their right to withdraw consent, he or she may contact our management at any time. The duration of any storage of personal data is determined by the respective statutory retention period. After the end of such period the corresponding data will be routinely destroyed provided they are no longer required for the fulfilment or negotiation of a contract. If the Organiser discloses personally identifiable information (PII) about the participants to the contractual partner (first name, last name, position, department, company) during the preparation of the event, the contractual partner will be responsible for handling such PII in a manner that complies with data protection regulations.

## 16. Place of jurisdiction

The place of jurisdiction for all mutual undertakings is Frankfurt am Main. The applicable law is that of the Federal Republic of Germany. The German text is binding.

as of February 2018