

AACII 2022 July: Terms and Conditions with Airborne Objects

1. Registration

Registration for a congress or exhibition as an event is made on the “Registration-Booking” form, which must be completed in full and signed in a legally binding manner. Alternatively, the registration can be effectuated online by completely filling out and sending the online form and, if necessary, additionally confirming a link received by e-mail. The registration is a contractual offer to the organizer here named organization and cannot be provided with conditions and reservations, in particular placement requests do not constitute a condition for participation. By signing the registration form or sending the online form and additional confirmation of a link received by e-mail, the General and Special Conditions of Participation are recognized as binding by the registering party, as of the content of the current offer and the website. The registering party is also responsible to ensure that the persons employed by him at the event receive these terms and conditions to study and comply with them.

2. Admission/stand space confirmation

About the admission of the applicant and the registered objects exhibited at the event, the organizer decides by confirming the stand area in writing or in text form (e.g. e-mail).

Upon approval, the contract is concluded. Reservations or conditions included in the registration must be confirmed in writing by the organizer in order to be effective. If the content of the approval deviates significantly from the content of the application, the contract is concluded in accordance with the approval if the exhibitor does not object in writing within 2 weeks of receipt. There is no legal entitlement to admission. If the organizer receives more registrations before the registration deadline that meet the desired profile and parameters, than exhibition space available, the organizer decides about admission at reasonable discretion. He is also entitled to set limitations to exhibits registered for the event. Admission is only valid for the registered exhibits, the exhibitor specified in the confirmation on the space and the exhibition space stated therein. Items other than those declared and permitted may not be exhibited. If an exhibitor has already failed to meet his financial obligations to the organizer once or failed to do so in due time, this exhibitor may be excluded from admission.

3. Exhibitor space allocation

3.1 It is determined by the organizer with consideration of the product groups and the structure of the respective event as well as the available premises. Placement requests expressed in the registration will be considered as far as possible. The chronological order in which the registrations are received is not the sole determining factor for the allocation of the stand space.

3.2 The organizer is in individual cases and in case of important reasons entitled to allocate a stand space that deviates from the approval, change the size, dimensions and location without the exhibitor deriving any rights out of this. The organizer will immediately notify the exhibitor of the need for such a measure, and if possible, allocate another stand space of equal value. If the stand rent changes, a refund or an updated invoice will be issued. The exhibitor is entitled to take back its application within 2 weeks after receipt of the notification.

3.3 The exhibitor must accept that at the start of the trade fair or exhibition the location of the other stand spaces has changed compared to the state at the time of approval; the exhibitor cannot derive any claims out of this.

3.4 An exchange of the allocated stand space with another exhibitor as well as a partial or complete transfer of the stand space to third parties is not permitted without the approval of the organizer.

4. Joint exhibitors

As a matter of principle, stand spaces are only allocated as a whole and only to one contractual partner. Exceptions can be made to this if necessary. If several exhibitors wish to jointly rent a stand space, they must name a joint exhibition representative who is authorized by them and who is the binding contact person of the organizer.

4.1 “Theme park” denotes stands which are located next to each other due to a proximity in the topic/area they address.

5. Co-exhibitors

5.1 For the use of the stand spaces by another company with its own products and its own staff (co-exhibitor), a special application by the main exhibitor and confirmation of the registration by the co-exhibitor are required, as well as an approval by the organizer are required. Admission of one or more co-exhibitors is subject to an additional fee.

5.2 The main exhibitor is liable for the fulfillment of all exhibitor obligations by the co-exhibitor(s), possibly together with the co-exhibitor. Apart from telephone number, fax number and e-mail address, further personal data of the co-exhibitor is recorded for the application. Structural data of the co-exhibitor is also requested and recorded. With the registration of the co-exhibitor, the main exhibitor assures that he is sufficiently authorized to pass on this data of the co-exhibitor.

6. Stand rental, right of lien

The amount of the rental rates and the method of payment are specified in the Special Conditions of Participation. Payment of the stand rental invoice by the specified dates is a prerequisite for using the allocated exhibition space. Complaints about the invoice will only be considered within 14 days after the invoice has been issued. In order to secure the claims, the organizer reserves the right to exercise the landlord's right of lien and to sell the pledged goods privately after written notification. Liability for damage to the pledged goods is not accepted, except in the case of intent or gross negligence.

7. Withdrawal from registration, partial cancellation of stand space

7.1 If the exhibitor cancels his participation, cancels part of the stand space, withdraws or does not take part in the event, the organizer is entitled to use the rented stand space or the canceled part of the rented stand space for other purposes with immediate effect and to rent it out to third parties. Cancellation declarations by the exhibitor must always be made in writing or in text form.

7.2 In view of the expenses incurred by the organizer as a result of a withdrawal or cancellation by the exhibitor, the exhibitor remains obliged to pay a cancellation fee of 30 percent after admission, even in the event of cancellation or partial cancellation. This also applies if the government or the owner of the building or space cancels the event for reasons of public interest or Covid. In case of cancellation in 90 or less days before the beginning of the event, the full amount of the agreed stand rental for the canceled exhibition area will be charged.

7.3 In the case of a measure according to point 3.2, the cancellation period is based on the original stand space confirmation issued before the measure according to point 3.2.

7.4 If other free stand space is available for the event similar to the scope of the stand space rented to the exhibitor, the exhibitor cannot generally claim that the organizer has gained advantages, especially in the form of the rent achieved, by renting the stand space to other parties or due to another alternative use of the stand space.

7.5 In the event of a reduction in stand space without a cancellation fee after receipt of the exhibition space confirmation, the future cancellation fee is based on the originally calculated booth rent as agreed before the reduction.

7.6 The regulation stated in point 7.2 also applies to co-exhibitors with regard to the additional fee to be paid by them in accordance with point 5.1.

8. Revocation of Admission

The organizer is entitled to revoke the admission and to allocate the stand space to another party in the following cases:

- The stand space is not clearly booked in time, i.e. no later than 24 hours before the official opening.
- In the event of non-payment of the booth rent by the set dates, the exhibitor allows a grace period set by the organizer to elapse without result.
- An application for the opening of insolvency proceedings on the exhibitor's assets is filed, dismissed for lack of assets or insolvency proceedings have already been initiated.
- The prerequisites for the stand space confirmation by the registered exhibitor are no longer met or the organizer subsequently becomes aware of reasons which, if known in due time, would have justified non-admission.
- The exhibitor violates the house rules or the conditions of the organizer specified in the purpose.

In these cases, too, the organizer reserves the right to assert claims for damages. The exhibitor, on the other hand, may not assert claims for damages.

9. Cancellation of rental exhibition stands and other services

After admission, the exhibitor must also pay a fee if he cancels or does not attend. The organizer reserves the right to assert claims of for damages. If the exhibitor cancels the order of rental exhibition stands and/or other services, a cancellation fee is payable depending on the order value:

- 50% of the order value 90 days before the start of set-up (i.e. assembly of booths and stands) for the event
- 30 days to 1 day before the start of set-up of the event, 100% of the order value

General conditions of participation for trade fairs and exhibitions

In the event of a discrepancy, the Special Conditions of Participation shall take precedence over the General Conditions of Participation.

As of April 2020

10. Exclusion of Items

The organizer may request that items shall be removed which are not included in the application or found to be harassing, dangerous or otherwise prove to be unsuitable or demonstrably violate industrial property rights or other German laws. If this request is not complied with, the organizer will remove the objects at the expense of the exhibitor. In the event of a proven infringement of property rights by the exhibitor, e.g. due to a final court decision against the exhibitor, the organizer may exclude the exhibitor from participation in one of its subsequent events.

11. Stand construction, stand equipment, stand design

The exhibition stand must be adapted to the overall plan of the event.

The organizer reserves the right to prohibit the construction of unsuitable or insufficiently equipped stands or to change them at the expense of the exhibitor.

The stand area must be available for the entire duration of the event and properly equipped and manned by competent staff during the established opening times. The set-up must be completed by the set-up deadline at the latest. In accordance with environmental regulations, the exhibitor shall ensure that packaging material and waste of any kind are cleared from his stand, independently of general cleaning. The removal of exhibits and the dismantling of stands before the end of the event is not permitted. The company name and registered office of the exhibitor must be made clearly visible by means of stand lettering. In the event of a discrepancy, the Special Conditions of Participation shall take precedence over the General Conditions of Participation. The exhibitor is allowed to exceed the fixed height limit for the stands with the consent of the organizer only. The same applies to the exhibition of particularly heavy exhibits. Anchorages in the hall floor are not permitted.

After the end of the event or after an action pursuant to chapter 12.1 or 12.3 was taken, which does not include a continuation of the event, the basic construction structure, insofar as it was created by the organizer, must be returned undamaged and the original condition restored. The exhibitor must compensate for damage caused by improper handling, or which was not reported immediately after the damage occurred.

12. Cancellation, postponement, interruption, closure of the event

12.1 After the conclusion of the contract, the organizer may partially or entirely cancel, reschedule, shorten, terminate, interrupt or close the event if it is completely or partially impossible to carry out the event at the given place or time (according to § 275 Paragraphs 1-3 German Civil Code (BGB)) or if there is a valid reason and the organizer or his vicarious agents are not responsible for the valid reason.

12.2 A valid reason within the scope of clause 12.1. exists if there are sufficient indications that the implementation or continuation of the event results in an unacceptable concrete danger to life, limb or health, or if there are sufficient indications that the implementation or continuation of the event might result in a concrete risk of significant property damage, or if due to a natural phenomenon, an epidemic, a terrorist threat or attack, a labor dispute, a power failure, an unexpected restriction in the usability of the event areas, due to official orders, official recommendations or requirements or due to force majeure, the implementation or continuation

of the event, in whole or in part, is significantly impaired or such a significant impairment is imminent. A significant impairment exists if the event cannot be carried out as planned and the purpose of the event for visitors, exhibitors and organizers can therefore not be achieved or can only be achieved with significant restrictions.

12.3 After the conclusion of the contract, the organizer may cancel the event up to eight weeks before the beginning of the event if due to cancellation or the cancellation by other exhibitors more than 60% of the rented stand space compared to the registration status at the time of general mailing of approvals/stand space confirmations is no longer booked, and, therefore, the industry in essential parts can no longer be represented with the event and, therefore, the purpose of the event for visitors, exhibitors and organizers cannot be achieved or can only be achieved with significant restrictions.

12.4 The organizer decides at its reasonable discretion whether and which measures are to be taken in accordance with chapters 12.1 or 12.3, also under consideration of the legitimate interests of visitors and exhibitors. If it is impossible to hold the event as a whole in accordance with § 275 BGB, the organizer is always entitled to cancel the event.

12.5 The organizer is obliged to immediately inform affected exhibitors about a measure in accordance with chapters 12.1. or 12.3.

12.6 If the event is canceled before it begins in accordance with chapters 12.1 or 12.3, the organizer and the exhibitor are released from their mutual contractual obligations. The exhibitor will be reimbursed for any stand rent already paid and the fee for services agreed between the organizer and the exhibitor.

12.7 If the event is cancelled, interrupted, shortened or closed in accordance with chapter 12.1 after it has started, the organizer is released from his contractual obligation to perform from this point in time or for the period of the interruption. The stand rental is reduced in relation of the cancelled event time to the planned total duration of the event. The reduction of the stand rent is excluded in the case of an insignificant shortening or interruption of the event of up to 15% of the event duration. The exhibitor will be refunded any overpaid stand rent. Insofar as the services agreed between the exhibitor and the organizer can no longer be provided as a result of the measure in accordance with chapter 12.7 sentence 1 (e.g. termination) or if the provision of the parts of the service that have not yet been provided has become pointless as a result of the measure, the exhibitor is only responsible for the remuneration for the part of the services rendered. In the event of impossibility for which the organizer or one of his vicarious agents is responsible, the organizer is not entitled to compensation if the part of the service provided is not of interest to the exhibitor. The exhibitor will be reimbursed for any overpayments. The exhibitor owes full payment for the individual stand construction service as soon as stand construction is complete.

12.8 If the event is shortened or rescheduled prior to its start in accordance with chapter 12.1., the new event period is regarded as contractually agreed with the exhibitor, if the exhibitor has not immediately, but at the latest within 14 days after notification of the transfer or shortening of the event, objected this in text form towards the organizer. If the exhibitor objects in due time, chapter 12.6 applies accordingly. If the exhibitor does not object, the services agreed between the exhibitor and the organizer will also be carried out at the new date.

12.9 If the event is only partially (e.g. in relation to a specific part) canceled, terminated, interrupted, shortened, rescheduled or closed, the legal consequences of chapters 12.6 to 12.8

only apply in relation to the in accordance with point 12.1 directly affected exhibitors. The exhibitors of the parts of the event that take place unchanged remain obliged to pay the full stand rent.

12.10 The exhibitor cannot claim damages or reimbursement of expenses pursuant to chapter 12.1 or 12.3; claims by the exhibitor for impossibility according to § 275 BGB directed at the organizer or one of his vicarious agents remain unaffected by this, however, for this, restrictions of chapter 19 apply.

12.11 Any further rights of the organizer stemming from a disruption of the business according to § 313 BGB remain unaffected by chapter 12.

13. Set-up and dismantling passes, exhibitor passes

If necessary, the exhibitor will receive assembly and dismantling passes for himself and for the assistants deployed during assembly and dismantling. These only apply during the set-up and dismantling periods and do not entitle to enter the exhibition grounds during the event. For the duration of the event, the exhibitors will receive a limited number of exhibitors passes for themselves and the people they employ, which entitle them to free entry. The passes are issued in their names and must be signed by the respective owner of a pass. They are non-transferrable and only valid in conjunction with an official ID. In the event of misuse, the ID card will be confiscated without replacement. The inclusion of co-exhibitors does not increase the number of passes. Additionally required passes are only available against payment.

13.1 Damage Considering Missiles, Benefits and Presentation

There is no co-insurance for damage to rented premises, in this case the trade fair. The person responsible for the damage must report this damage immediately and be insured for it him or herself. This must be ensured in sufficient coverage and time frame and with a written proof to the organizers before the start of the event about the valency. The exhibitor or his insurance company is liable for the amount of the insurance sum, also as valid business liability insurance for participation in trade fairs / congresses in the statutory and customary manner. The receipt must be presented to the organizer without a request to do so when booking.

13.2. The organizer's insurance excludes the use of drones and flying objects, also with regard to demonstrations or transport. The appropriate aviation operator liability insurance must be submitted by the exhibitor to the organizer without being requested to do so when booking the stand.

14. Advertising

Advertising of all kinds is allowed within the stand area rented by the exhibitor for the exhibitor's own company and only for those products and/or services manufactured or sold by it, provided they are registered and approved. The use of equipment and facilities that are intended to increase the advertising effect visually and/or acoustically requires the written approval of the organizer. Advertising outside of the stand space rented by the exhibitor is only possible as part of the advertising and sponsorship measures offered by the organizer. Advertising of a political nature is generally not permitted, in particular no national flags. Advertising by use of sound is regulated separately in writing.

15. Photographs, drawings, film recordings

By confirming participation in the congress, the exhibitor and all persons who work with him at the stand or his guests agree to the publication of images and sound recordings. The organizer is entitled to create photographs, drawings, and film recordings of what is happening in the exhibition, of the exhibition buildings and stands and the exhibited items and to use them for advertising or press releases without the exhibitor being able to raise any objections. This also applies to recordings made directly by the press or television with the consent of the organizer. The exhibitor may place orders for photographs, drawings and film recordings of the exhibition stand against payment only from service companies approved by the organizer and provided with a corresponding ID card. Only these service companies or freelancers may be commissioned with the production before the start and after the end of the daily opening hours, others will not be admitted at these times. The exhibitor is not permitted to take photographs, drawings or film recordings of the stands and exhibits of other exhibitors.

16. Direct Sale

Direct sales are not permitted unless it is expressly permitted by the Special Conditions of Participation. In the case of approved Direct Sales, the sales objects need to be equipped with clearly legible price tags. Obtaining and complying with trade and health police permits are the responsibility of the exhibitor.

17. Cleaning and clearing of stand space

The organizer is responsible for the general cleaning of the trade fair, exhibition grounds and the hallways. The cleaning of the stand is the responsibility of the exhibitor. It must be completed each day before the opening of the event. When choosing a cleaning company, the exhibitor should consider the cleaning company selected by the organizer. If the stand area is not cleared in time by the end of the official dismantling time, the organizer is entitled to charge a fee of EUR 300 per m². The organizer is also entitled to collect, and dispose left behind exhibition stands and/or exhibits at the expense of the exhibitor. The organizer assumes no liability for damage to abandoned exhibition stands and/or exhibits or their loss.

18. Guarding

The general surveillance of the trade fair and exhibition grounds is ensured by the owner of the site and buildings. The liability regulation made in chapter 19 remains unaffected by the general surveillance. The exhibitor is fully responsible for the supervision of his stand and his exhibits. The exhibitor is strongly recommended to ensure its stand is supervised and to avert damage by taking out suitable insurance cover. At nighttime, valuable items that are easy to remove must be locked away. If additional stand security is desired the exhibitor must arrange this at his own expense selecting the security company employed by the organizer.

19. Liability, Insurance, Accident Protection

19.1 The organizer is only liable without limitation in cases of intent or gross negligence and for damage due to injury to life, limb, or health. In all other cases, the organizer is only liable in the event of a breach of cardinal obligations. Cardinal duties are duties the fulfillment of which is making the proper execution of the contract possible at all and the observation of which the exhibitor may regularly trust.

The organizer is legally obliged to take out liability insurance. However, the organizer is only liable for the contract-typical, foreseeable damage (thus usually not for consequential damage) and also in this case only up to a maximum of EUR 100,000 per claim. The Limitation of

Liability only applies in connection with entrepreneurs, legal entities of the public and organization formed by public-law special assets. Incidentally, liability in cases of simple or medium negligence does not apply. This limitation of liability also applies to the behavior of the organizer's vicarious agents.

19.2 The exhibitor/co-exhibitor and joint exhibitor is liable for any damage culpably caused to persons or property by himself, his employees, his agents or his exhibits and equipment. He is obliged to report any damage immediately. When using rooms that are available in the building, toilets, tea staff rooms, conference rooms, PR rooms, each item must be put back in its place, electronic devices must only be used according to its respective specifications, and everything must be left in a clean condition. Any deviation must be reported to proprietor of the venue site and the organizer immediately.

19.3 The exhibitor is generally obliged to ensure sufficient insurance coverage and to present it in writing, i.e., an exhibition insurance to cover risks associated to the transport and stay.

19.4 The exhibitor is obliged to attach protective components, signs and notices to the machines and devices on display that comply with the accident prevention regulations of the respective professional cooperative association and help to prevent any accident. The organizer is entitled to prohibit the exhibiting or commissioning of machines and devices at his discretion.

20. Intellectual Property

Ensuring copyrights or other industrial property rights with regards to the exhibited objects is the responsibility of the exhibitor. A six-month lasting protection from the beginning of an exhibition under the law concerning the Protection of inventions, designs and trademarks from March 18, 1904 (RGBl. p. 141) only occurs if the Federal Minister of Justice has published a corresponding notice for a specific exhibition in the Federal Law Gazette (see Special Conditions for Participation).

21. House rules and regulations, violations, smoking ban

The exhibitor agrees to comply with the domiciliary rights of the organizer or the owner on the entire exhibition area during the entire duration of the event. The existing house and usage regulations must be observed. The instructions of the employees and representatives in the building and those of the organizer must be followed. These can legitimize themselves with a special ID card, same as all participants of the congress. Violations of the General and Particular Conditions of Participation or against the arrangements stated in the domiciliary rights as well as the house and usage regulations may lead to the responsible parties being charged for the immediate closure of the stand without compensation of the exhibitor and removal of the participants if they ignore the request of the organizer to stop committing those violations. A general smoking ban applies to the entire exhibition grounds. Smoking is only permitted in specially marked areas.

22. Place of Performance, Place of Jurisdiction

Place of performance is Nuremberg. This also applies to the place of jurisdiction if the tenant is a merchant or a legal entity under public law or has no general place of jurisdiction in Germany. The organizer is also entitled to sue the exhibitor at his general place of jurisdiction.

23. Privacy Notice

Personal data are processed by the organizer as the responsible party within the scope of data protection law and, if necessary, by our service partners in compliance with the relevant data protection regulations for the support and information of customers and interested parties and for the processing of the services offered (legal basis: Art. 6 Para. 1 lit. b EU-DS-GVO). In accordance with the principle of data economy and data avoidance, only data that is absolutely necessary for the stated purposes is processed. Personal data will of course be treated confidentially and protected as best as possible by appropriate security measures. Only authorized persons who are responsible for technical, commercial and customer administration have access to your data. As far as legally required, the corresponding order processing contracts have of course been signed. Personal data is stored until the contractual relationship with the organizer has ended and the data is no longer required for other legal reasons (e.g. due to statutory retention periods). Every exhibitor has the right to lodge a complaint about this data processing with the responsible supervisory authority for data protection and can, under the legal requirements, request information, correction, deletion or restricted processing, object to the processing or assert their right to data portability.

If you have any questions, please contact info@aacii.space

24. Use of data for advertising purposes

The organizer is interested in maintaining the customer relationship with its exhibitors and sending them information and offers about its own similar events and services. Therefore, the data transmitted with the submission of the registration (company name, full address, imprint, HR, telephone/fax number and e-mail address) will be processed by the organizer and, if necessary, by its service partners in order to provide corresponding event-related information and offers in accordance with Art. 6 Paragraph 1 lit. f EU-DSGVO by e-mail.

The use of the data for the purpose of direct marketing may be objected to the organizer at any time; this also applies for profiling, insofar as it is related to direct advertising. In case of objection, the data will no longer be processed for this purpose. The objection can be made without any formal requirements and without stating reasons, without any separate costs in addition to the usual transmission costs according to the basic tariffs. It should be addressed to info@aacii.space.

25. Severability Clause

If the conditions of participation are from a legal point of view partially invalid or incomplete this will not invalidate the validity of the remaining provisions as well as the contract. In this case, the parties undertake to replace the ineffective provision with such a regulation or to fill the gap with such a regulation with which the economic purpose pursued by the parties can be achieved in the best way.

1. Ensuring security and order

The exhibitor must comply with all public safety regulations, in particular the regulations of the Bavarian Venue Ordinance. In particular, the exhibitor is obliged to bring only perfectly maintained and secured apparatus and exhibits into the exhibition halls that comply with all legal regulations on the technical safety of work equipment.

2. Escape routes

Escape routes in the exhibition hall must be kept clear at all times, including during assembly and dismantling. Violations will be fined.

3. Consigned Items

Props and decorations as well as other items must be made of flame-retardant material. Pyrotechnic objects, flammable liquids and other flammable material, in particular packaging material, may only be stored in special rooms made available by the personnel of the exhibition venue. When operating laser systems, the occupational health and safety regulations are to be applied accordingly, also insofar as areas accessible to visitors are affected.

4. Fire protection regulations and safety concept

Meistersingerhalle Nürnberg has issued fire protection regulations, which are posted for public accessibility; these regulations are subject of the contract. Meistersingerhalle Nürnberg will implement the BayVStättV regulation and will draw up a security concept in coordination with the responsible authorities. Its implementation will be regulated separately within the framework of the existing contracts.

5. Security service, security service manager

Ensuring public safety and compliance with the specifications of the BayVStättV is monitored by a special security service, the security manager is authorized to issue binding instructions for the event, especially if the security of the endangered.

6. Event manager and responsible party for event technology

The event manager appointed by Meistersingerhalle Nürnberg is responsible for compliance of public safety regulations and in particular of the regulations of the BayVStättV. In particular, the event manager is also authorized to cancel the event. The instructions of the event manager must be followed. The event manager or his representative will be appointed and announced in writing sufficiently well in advance before the respective event begins. The event manager must be informed immediately of any special incidents that could affect the safety of the event.

The person responsible for event technology must ensure the safety and functionality of the technical facilities of the venue with regard to fire protection during the official opening hours. The event manager or the representative is always personally present during the official opening hours of the exhibition, the person responsible for event technology or the security service manager is also present during the periods of set-up and dismantling.

7. Safety-Hygiene-Fire Protection Arrangement

The regulatory authorities and the assigned event manager, the person responsible for event technology and the security service manager are entitled to issue instructions within the framework of the safety regulations. These instructions must be followed in any case. In the Meistersingerhalle Nürnberg there is a general ban on smoking in halls, congress halls, meeting rooms, restaurants, catering areas - cafeterias, mobile catering zones, service areas, with the exception of specially designated smoking areas.

These General Terms and Conditions apply for other functions and events that are designated for the AACII according to the website.