

Koelnmesse GmbH's new products tool for trade fairs and exhibitions

Special participation conditions

Status as of 30.10.2023

1. Organiser

The **Koelnmesse new products tool** is a service of Koelnmesse GmbH for the participants of trade fairs and exhibitions of Koelnmesse GmbH. The service encompasses the possibility of uploading free of charge a maximum of five new products that are to be presented at the trade fair, including a photo and product details, onto the new products tool so they can be introduced to the trade visitors and trade press prior to and during the trade fair. The information is provided in German and English. The new products tool will remain online until 30 September 2024.

The contract partner of the participating companies – hereafter referred to as »participants« – is Koelnmesse GmbH, Messeplatz 1, 50679 Köln – hereafter referred to as »organiser or Koelnmesse«.

2. Eligibility to Participate/Acceptance

All exhibitors accepted for trade fairs or exhibitions of Koelnmesse and all exhibitors participating in trade fairs and exhibitions of Koelnmesse are eligible to participate with their products – hereafter referred to as »exhibits«.

Only exhibits that conform with the list of products of the respective event may be presented. The participant assures that the exhibits he/she has registered are own new developments and that the exhibit has not yet been presented on the market. New developments are products that have been developed after the last trade fair and which are being presented for the first time at the pending trade fair. New developments can however also be product developments that have already been launched in other markets and which are now being presented on the European market for the first time.

A maximum of five exhibits can be registered by one company. The prerequisite hereof is a fully completed and legally binding, signed application form for the event. The organiser decides which products are accepted for the **Koelnmesse new products tool**. The participants will receive an e-mail confirming their application.

3. Costs

The application for and participation in the **Koelnmesse new products tool** is free of charge.

4. Sanctioning, Suspension and Cancellation

Koelnmesse may take appropriate measures at its own discretion, if specific reasons exist that indicate that a participant has violated legal provisions, the rights of third parties or these terms and conditions or if Koelnmesse has another rightful interest, in particular the protection of other users from fraudulent activities.

Koelnmesse may however, without prior notice, delete content uploaded by the participant, issue a warning, or suspend the user's access to the services of the **Koelnmesse new products tool**, in particular if any of the following conditions prevail:

- The failure of the participant to abide by legal provisions
- False contact data has been submitted, especially a false or invalid e-mail address

- Violation of the obligations under these terms and conditions on the participant's part
- Participant withdraws his/her participation in the trade fair

The user relationship ends when the point in time stated under clause 1 expires . The right to suspension is not affected by this. However, Koelnmesse can terminate the contract without notice if an important reason exists, especially if the continuation of the contractual relationship is not reasonable for Koelnmesse.

5. Cancellation/Withdrawal

It is possible to cancel the participation even after being accepted. The user can delete the data in the **Koelnmesse new products tool** himself/herself.

6. Property Rights

The participant assures that he/she holds unrestricted utilisation and exploitation rights for the exhibits, especially all product information, photographs, parts of images and other data. The participant is responsible for guaranteeing that the exhibits submitted by him and all related documents and other data submitted in connection therewith – e.g. photographs, plans, sketches, models, etc. – are free from third party rights. Exhibits that violate an industrial property right, such as a trademark, utility model, patent, copyright or similar are excluded from participation.

All participants must inform Koelnmesse upon application if any legal proceedings, in particular disputes relating to competition law, patent law, trade mark law or copyright law that are associated with the registered exhibit are pending in connection with the exhibit. The same applies to any corresponding extrajudicial disputes.

If Koelnmesse is sued by third parties on the grounds that their rights were violated by the participant, exhibits of the participant or by the depiction of exhibits in the new products tool, the participant agrees to indemnify Koelnmesse against all such claims. The participant shall be liable for any damages caused by a violation of these conditions, particularly claims by third parties and he/she shall indemnify Koelnmesse from any claims by third parties to the same extent. This indemnification obligation also applies in particular to violations against copyright and trademark law.

Photographs and sketches processed electronically or otherwise must not contain elements that are subject to the rights or claims of third parties – e.g. parts of images from magazines, books, purchased CDs, etc. Here, too, the liability lies solely with the participant. These obligations for the comprehensive exemption from liability of Koelnmesse continue to be applicable if the concerned exhibits, product information, photographs, parts of images, etc. have already been withdrawn from the **Koelnmesse new products tool**.

Special note:

Koelnmesse is not obliged to delete data in the cache of websites belonging to other providers, especially of search engine providers, after corresponding links have been established. Should Koelnmesse be made liable by third parties on the grounds that their rights are being violated by the participant's data found in the cache of websites of other providers, especially search engine providers after corresponding links have been created, then the participant shall exempt Koelnmesse from any such claims. The participant shall be liable for any damages caused by a violation of these conditions, particularly claims by third parties, and he/she shall indemnify Koelnmesse from any such claims to the same extent.

7. Utilisation Rights/Participant's Liability

The participant grants the organiser the non-exclusive right, unrestricted in terms of time or place, to use the product information, images and other data provided free of charge. This applies to the following uses in particular:

- the usage rights in other media, e.g. in advertising films, videos or books, brochures and on the internet;
- reproduction and distribution rights, i.e., the right to reproduce and distribute the photographic material as they wish;
- the right to archive, i.e. the right to collect photographic material and where appropriate to also release it as a trade fair and/or product-related collection - list of new products;
- the right to partially and fully assign the rights granted to Koelnmesse to third parties;
- the right to process or otherwise alter the photographic material.

Insofar as utilisation rights of third parties exist with respect to the product information, photographs and other data, the participant also transfers these rights to Koelnmesse and independently guarantees that these transmissions of rights are effective for all listed types of utilisation. The participant bears the ultimate responsibility for the legally effective acquisition of such usage rights to third party rights. The participant shall be liable for any rights that have not been transferred. The participant indemnifies the organiser from having to pay any royalties and from all claims of third parties, regardless of the legal grounds. Apart from this, the participant's liability is governed by the legal provisions.

8. Release of Koelnmesse from Liability

Claims for damages against Koelnmesse GmbH on the grounds of violations of duties that do not affect any essential contractual obligation are excluded to the extent that they do not include gross negligence or intentionally culpable actions on the part of Koelnmesse GmbH and/or its representatives or vicarious agents. This limitation of liability does not apply insofar as Koelnmesse is strictly liable under statutory regulations. Km is not liable for loss or damage to property supplied by the participant or other third parties involved by the participant, provided said losses do not involve intent or gross negligence. Km bears no liability for damages caused by force majeure.

Koelnmesse shall endeavour to provide correct information. However, it assumes no liability and provides no guarantee for the up-to-dateness, correctness and completeness of the information provided. Koelnmesse is not liable for incorrect information engendered or communicated by the participant and/or a third party, including co-operation partners and which is associated with the content released via the Koelnmesse new products tool. In particular, Koelnmesse grants no guarantee for emails or data entries that do not comply with the technical requirements laid down in these terms and conditions or those laid down for the website and which as a result are not accepted and/or adopted by the system. Koelnmesse assumes no responsibility for the technical accessibility of the services offered. A guarantee or a claim for damages of any kind in the case of a technical failure or any other interruption in operation is excluded. In particular, maintenance, security or capacity requirements as well as incidents outside of Koelnmesse's control (such as disruptions in public communications networks, power cuts, etc.) can lead to short-term malfunctions or interruptions in the services provided. Koelnmesse assumes no responsibility for the technical accessibility of the services offered. Koelnmesse does not guarantee that the Koelnmesse new products tool is available and can be accessed by the participant at all times or that it is content-wise or technically free from defects.

Koelnmesse retains the right to prematurely terminate the Koelnmesse new products tool without notifying the participants and to cease to provide the associated website, in the event that due to external malfunctions or technical problems, its secure and smooth operation can no longer be guaranteed.

10. Final Provisions

Recourse to legal action is excluded.

Amendments or addenda to these terms and conditions must be in written form. No ancillary agreements have been made. Should any of the provisions within these terms and conditions be or become invalid, the validity of the remainder of the provisions will not be affected. The ineffective provision is considered replaced by one that most closely reflects the commercial intent of the ineffective provision in a legally valid way. The same applies to any loopholes. The place of jurisdiction is Cologne, under reserve of admissibility by law. The place of performance is Cologne. The law of the Federal Republic of Germany applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The German text is decisive for the interpretation of the General Terms and Conditions (GTC).

Link zu den Geschäftsbedingungen und Impressum der Koelnmesse auf www.Koelnmesse.de.