

Conditions of Participation

Special Section

1 Organiser, event, venue and dates, visitor admission

1.1 Title

DIGILITY is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany.

The event will be held at the Cologne Exhibition Centre from Wednesday, 08.05.2019 to Thursday, 09.05.2019.

1.2 Opening hours

Open daily for exhibitors from 09:00 a.m. until 07:00 p.m.
Open daily for visitors from 10:00 a.m. until 06:00 p.m.

1.3 Stand build up and dismantling

Stand build up may begin at 07:00 a.m. on Monday, 06.05.2019. Build up must be completed by no later than 08:00 p.m. on Tuesday, 07.05.2019. The aisles must be completely cleared by this time.

Dismantling of the exhibition stand and the goods presentation may not begin before the end of the event at 06:00 p.m. on Thursday, 09.05.2019. Admission for dismantling personnel from 06:00 p.m.. Dismantling of all stands and exhibits must be finished by 08:00 p.m. on Friday, 10.05.2019.

1.4 Visitor admission

DIGILITY is open to the general public.

2 Eligibility to participate

2.1 Exhibitors

Only manufacturers that are entered in the Commercial Register or in the Handicrafts Register are permitted to participate at DIGILITY. Such producers must exhibit products that correspond to the focus of the event (see the List of Goods). The products must be new (used products may not be exhibited). You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company.

You can exhibit for the companies you represent as a Commercial representative, sales company, association and importer insofar as the goods exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits. Koelnmesse also requires that proof of the nature of the manufacturer's business or of the activities as the manufacturer's sales company or importer be submitted in appropriate form on demand. Decisions on company admissions, eligible products and the location of exhibitor stands will be made by Koelnmesse. In the event of a rejection, you will receive a separate letter.

2.1.1 Start-ups

Start-up companies has to meet following condition:

- 1) The company exists no longer than 5 years.
- 2) The company records an above-average employee and/or revenue growth or wants to achieve it.
- 3) The company has external financing requirements.

2.2 Co-exhibitors

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

3 Participation fees and other costs

As an exhibitor you can expect the following costs:

3.1 Participation fee:

3.1.1 Special start-up* offer (fully equipped stand) (detailed specification of services see sheet S.12)

Only for exhibitors 2018 (rebooker) application until 30 November 2018

DIGILITY Start-up 6 sqm	1.000,00 Euro
DIGILITY Start-up 9 sqm	1.500,00 Euro
DIGILITY Start-up 12 sqm	1.800,00 Euro
otherwise	

Application until 28 February 2019

DIGILITY Start-up 6 sqm	1.400,00 Euro
DIGILITY Start-up 9 sqm	2.000,00 Euro
DIGILITY Start-up 12 sqm	2.600,00 Euro

Application from 1 March 2019

DIGILITY Start-up 6 sqm	1.800,00 Euro
DIGILITY Start-up 9 sqm	2.500,00 Euro
DIGILITY Start-up 12 sqm	3.200,00 Euro

receipt by Koelnmesse

*Definition start-up see item 2.2.1.

3.1.2 Regular stand area (space rental only)

Minimum stand size: 9 sqm.

Only for exhibitors 2018 (rebooker) application until 30 November 2018	150.00 Euro/sqm
otherwise	
Application until 28 February 2019	180.00 Euro/sqm
Application from 1 March 2019	210.00 Euro/sqm

receipt by Koelnmesse

The space rental fee does not include any construction or flooring/ carpeting. Furthermore please notice that there are no back and side walls between you and your neighbour's stand, although each exhibitor has to build those walls mandatorily.

The participation fee will be calculated according to the dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not provide grounds for a reduction in the participation fee.

3.2 AUMA fee

The Association of the German Trade Fair Industry (Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e. V. – AUMA) charges you a fee of 0,60 Euro per sqm of exhibition space for representing your interests. Koelnmesse will calculate and collect the fees in the name of, and on the account of, AUMA.

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

3.3 Additional costs fee

We charge 50,00 Euro additional costs fee per sqm rented floor space (not applying for fully equipped stands - item 3.1.1).

The additional costs fee covers:

- Exhibitor passes (see item 5.1)
- AC converter up to 3 kW, 230V incl. plug distributor with a standard power socket 16A, 230V
- Energy costs
- AUMA fee
- Daily waste disposal
- Daily stand cleaning
- Basic overnight security service of the total exhibition space. Extra security at the own stand area must be procured by the exhibitor at their own expense.
- Media services: Entry in the alphabetical list of exhibitors, display of the logo

on the DIGILITY homepage incl. direct link to the company's website, logo presence during the period of DIGILITY

3.4 Co-exhibitor fee

If the inclusion of other companies is permitted at your stand (see Item V of the General Conditions of Participation/Item 2.2 of these conditions), a co-exhibitor fee of 500,00 Euro per company will be charged. The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

3.5 VAT

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

3.5.1 VAT identification number

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

3.5.2 Reimbursement of VAT

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

3.6 Costs in the event of non-participation

3.6.1 After receipt of acceptance/stand area confirmation

You cannot normally withdraw from the contract after you have received the admission/stand area confirmation. The regulations contained in Item II of the General Conditions of Participation apply. In case of non-participation, companies that have registered for a trade fair must pay compensation. Provided the reserved stand area can be rented to a third party, this compensation amounts to 25 % of the participation fee subject, however the minimum fee is 500,00 Euro.

3.6.1.1 Stand construction by Koelnmesse - completely outfitted stands

If you have ordered a completely outfitted stand from Koelnmesse GmbH - i. e. stand area and stand construction - you may only rescind the order to have the stand constructed six weeks before the official start of build up. The date on which Koelnmesse GmbH receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse GmbH is entitled to charge a flat-rate fee for the costs incurred, without providing evidence. These costs amount to 30 % of the agreed fee in the event of a cancellation within 4–6 weeks prior to the start of build up, 50 % of the agreed fee in the event of a cancellation within 2–4 weeks prior to the start of build up, and 100 % of the agreed fee in the event of a cancellation at a later time or during the build up of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

3.6.1.2 Stand construction by Koelnmesse - individual stands and ready-to-use system stands

In a case where the stand construction has been ordered independently of the registration of a stand area, the provisions of Koelnmesse Group's General Terms and Conditions for services apply as well as Koelnmesse Group's Special Terms and Conditions for services-stand construction. You can download Koelnmesse's General Terms and Conditions for services from the event's website or from www.koelnmesse-service-portal.de.

3.6.2

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

4 Stand sizes and build up

4.1 Stand size

The minimum stand size is 9 sqm.

Please note that hall pillars and other fixed construction elements may be present in the rented stand area. Minor deviations from the requested stand size do not entitle an objection to be made under Item II of the General Conditions of Participation.

Trade fair partition walls for separating the stand area are not automatically provided, however, they can be ordered for a fee using Koelnmesse-Service-Portal.

This fee does not include stand construction.

Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

4.2 Responsibility

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

4.3 Notice of approval

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

4.4 Form of stand

The following terms are used for the stand forms:

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

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

4.5 Build up and design of the stands

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

5 Exhibitor and stand construction passes

5.1 Receipt of the passes

As a main exhibitor with an own stand area you receive free of charge and valid for the duration of DIGILITY following exhibitor passes:

- 2 exhibitor passes for a stand up to 10 sqm
- 3 exhibitor passes for a stand up to 20 sqm
- 1 additional exhibitor pass for each 10 sqm or part thereof up to a stand size of 100 sqm
- 1 additional exhibitor pass for each 20 sqm or part thereof above a stand size of 100 sqm.
- The limit of passes free of charge is 150 exhibitor passes.

Co-exhibitors and additionally represented companies do not receive free passes.

You will receive the passes via e-mail. If more exhibitor passes are needed for stand personnel, they can be requested from Koelnmesse by form Z.01 against payment.

5.2 Stand construction passes

Stand construction passes allow your build up and dismantling personnel to access the fairgrounds and are only valid during the build up and dismantling periods.

You will receive following free passes:

- 2 passes for a stand up to 10 sqm
- 4 passes for a stand up to 20 sqm
- 1 additional pass for each 10 sqm or part thereof up to a stand size of 100 sqm
- 1 additional pass for each 20 sqm or part thereof above a stand size of 100 sqm.
- The limit of passes free of charge is 150 stand construction passes.

The passes will be sent together with the invoice for your stand rental fee. If more stand construction passes are needed, they can be requested from Koelnmesse marketing team.

5.3 Exchange and return of passes

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

6 Rules on selling

In view of the specialist nature of the event, direct sales of exhibits or samples from the booths are not permitted. Furthermore, exhibits may not carry a price tag.

This regulation does not apply to printed matter such as trade publications and specialist journals.

Koelnmesse has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse also has the right to immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

7 Commercial property rights

7.1

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

7.2

You will find more detailed information in the No Copy! brochure.

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

8.1

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

- Advertising activities outside the rented stand area without the prior written permission of Koelnmesse
- Advertising of an ideological or political nature

The exhibitor bears responsibility for the legality of competitions, raffles etc.

8.2

Non-negligible violations of the Conditions of Participation give Koelnmesse the right to immediately shut down and clear the exhibitor's stand without having to request a court order. Claims of whatever kind, and in particular claims for damages, are excluded in such cases.

9 Requirement for a written document

All explanations must be specified in writing.

10 Severability clause

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

11 General Conditions of Participation, Technical Guidelines

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