

# Terms and Conditions for Exhibitors and Sponsors regarding Events of Süddeutscher Verlag Veranstaltungen GmbH

(Updated: 02/2021)

## 1. Scope

- (1) These Terms and Conditions ('T&C') apply to all contracts and offers of contracts between Süddeutscher Verlag Veranstaltungen GmbH ('SVV') and the relevant third party ('Partner') in connection with exhibiting and/or sponsoring at events of SVV – and, as the case may be, any co-hosts expressly named for the event – irrespective of whether these are physical events (e.g. trade fairs and conferences; 'Face-to-face Events') or digital/virtual events (e.g. Webinars; 'Digital Events') or a hybrid of the two (e.g. live-streaming of a physical event; 'Hybrid Events').
- (2) These T&C shall apply exclusively. Any varying terms and conditions of the Partner shall only become part of the contract if and to the extent that SVV has expressly consented to their validity in writing. This consent requirement shall apply in all cases, including if the Partner's terms and conditions are received without objection.
- (3) Any individual agreements made with the Partner in individual cases (including ancillary agreements, additions, and amendments) shall take precedence over these T&C in all cases. The content of such agreements shall, in the absence of evidence to the contrary, be as set out in a written contract or written confirmation by SVV.
- (4) Legally relevant statements and notices by the Partner with regard to the contract (e.g. time limits, notices of defects, rescission, or reduction) must be made in writing, i.e. in written or text form (e.g. by letter, email, fax). Any statutory formal requirements and further evidence, in particular in case of doubt regarding the authority of the person making the statement, shall remain unaffected.
- (5) References to the validity of statutory provisions are made only for the purpose of clarification. Statutory provisions shall apply even in the absence of such clarification, unless they are directly modified or expressly excluded in these T&C.
- (6) These T&C shall only apply to entrepreneurs within the meaning of Sect. 14 of the BGB [German civil code].

## 2. Host/co-host

Süddeutscher Verlag Veranstaltungen GmbH  
Hultschiner Strasse 8  
81677 Munich

Tel. +49 (0) 89 2183 - 8312

Fax +49 (0) 89 2183 - 9240  
info@sv-veranstaltungen.de  
www.sv-veranstaltungen.de

## 3. Entering into the contract

- (1) All contracts of the Partner with SVV must be in written form and signed by both parties to be effective. If, in performing the contract, any additions or amendments to the contract are agreed, the written form requirement shall be deemed to have been met if the relevant statement has been transmitted in electronic form, by fax, or by email and confirmed by the other party.
- (2) Notwithstanding subclause (1) above, in accordance with this subclause (2), a contractual relationship may also be entered into by SVV accepting a booking by the Partner via a digital booking interface on the event website or by any other digital booking documents provided. The posting of the completed digital booking documents shall constitute an offer by the Partner to enter into a contract. SVV will review whether to accept this offer. SVV shall not be required to accept. A contract will be entered into if SVV accepts this offer and confirms its acceptance to the Partner in written or text form (including by email). If the wording of SVV's confirmation differs from the wording of the booking, the contract shall be entered into in accordance with the confirmation, unless the Partner objects to this in written or text form (including by email) within two weeks.
- (3) As well as these T&C, the basis of the contract shall include any organisational (e.g. information for exhibitors), technical – if applicable – (e.g. order documents for services), and other provisions such as notices for participants received by the Partner before the start of the event.

## 4. Terms of payment

The amounts invoiced by SVV shall be payable without deductions by the dates stated on the invoices and before the start of the event. All payments must be made free of charge, stating the invoice number. All prices are subject to statutory value-added tax.

## 5. Cancellations; force majeure

- (1) Any cancellations must be made in writing.
- (2) In case of a cancellation of a booked service up to six (6) months before the event, an administration fee of EUR 500 will be charged. Thereafter and until the main programme is finalised, but no later than twelve

- (12) weeks before the event, a cancellation fee of 50% of the booking amount shall apply. Thereafter, the full booking amount shall be due. The Partner shall remain free to provide evidence that no loss or a considerably smaller loss has occurred and/or that the expenses incurred are lower than the flat-rate compensation claimed.
- (3) SVV reserves the right to move the entire event or parts thereof to a different location, place, and/or time, to alter the duration, content, and format of the event (e.g. from a Face-to-face Event to a Digital Event, etc.), or – if required by the conditions of the location, by order of the authorities, or by other circumstances deemed compelling by the host – to move the space provided to the exhibitor, modify or limit its dimensions, or even cancel it at short notice. Except where otherwise provided in subclause (4), this shall not entitle the Partner to rescind the contract. In these cases, SVV shall inform the Partner without undue delay.
- (4) In case of a complete cancellation of the event by SVV not due to force majeure, the Partner shall be refunded the payments already made, except for payments for services by SVV already rendered (e.g. an online presence already activated; advertising banners; etc.) and costs and expenses already incurred on the part of SVV (including the costs already incurred for service providers already commissioned by SVV while trusting that the event would be held); these shall in each case be borne by the Partner. Any further claims by the Partner shall be excluded, unless such claims are due to intentional or grossly negligent conduct by employees or other vicarious agents of SVV.
- (5) Force majeure such as war, civil war, terrorism, unrest, riots, embargoes, natural disasters, fire, epidemics, pandemics, legislative activities, judicial decisions or official measures, or any other unforeseeable circumstances outside the control of SVV – such as labour disputes, strikes and lawful lockouts, disruptions of operations or transport, difficulties in procuring raw materials – which prevent SVV from performing its contractual duties, shall extend agreed delivery periods or delay agreed delivery dates in each case by the duration of the obstruction plus an appropriate lead time. This shall also apply if these events occur at a time when SVV is in default. Alternatively, instead of making adjustments, SVV reserves the right to terminate the contract free of charge and to claim back any services already rendered.
- (6) Against the backdrop of having experienced the impact of the coronavirus (SARS-CoV-2/Covid-19) and the resulting far-reaching measures by governments and others to restrict the economy and public life, the provisions regarding force majeure according to subclause (5) above shall also apply, regardless of the nature of the force majeure, if (a) the parties enter into a contract during an ongoing force majeure event, expecting the event to end or a significant improvement to occur but, contrary to expectations, the event persists or no significant improvement occurs; or (b) a force majeure event ended before the contract was entered into but recurs thereafter (e.g. recurrence of a pandemic or epidemic).
- 6. Complaints**
- Any complaints must be made during the event; complaints made after the event will not be honoured and shall not give rise to claims.
- 7. Sub-exhibitors**
- (1) The involvement, admission and/or other participation of sub-exhibitors, additional companies present, or other third parties (**'Sub-exhibitors'**) by the Partner shall only be permitted with the prior written approval of SVV and for a fee.
- (2) If and to the extent that SVV has approved the involvement of a Sub-exhibitor by the Partner, the Partner shall impose any obligations on the Sub-exhibitor that the Partner is subject to vis-à-vis SVV, to the extent that this is required for the agreed performance of the contractual obligations of the Partner. The Partner shall ensure that Sub-exhibitors comply with all applicable statutory provisions, in particular provisions under employment and social security law. The Partner shall in any case remain responsible and liable for any act or omission by the Sub-exhibitor in the same way as for the Partner's own acts and omissions.
- 8. Special provisions for Face-to-face Events**
- (1) The event venue shall be identified in the relevant event programme and/or website.
- (2) Travel and accommodation must be organised/booked by the Partner at his/her own cost.
- (3) Approval of exhibits for exhibition as well as advertising materials (e.g. lanyards, flyers, give-aways, roll-ups, etc.) shall be at the discretion of SVV. Any exhibits and advertising materials must be precisely described by the Partner before entering into the contract or when making a booking pursuant to clause 3 (2). The exhibits and advertising materials must comply with the rules applicable in Germany. Exhibits or advertising materials causing a noise or odour nuisance shall not be permitted at the event. Exhibits and advertising materials may be delivered by the Partner during the agreed time window and must be clearly marked with the company name, stand number, and the name of the event. Assembly by the Partner shall take place at the agreed times, usually on the day preceding the event. Disassembly and removal must be completed by the Partner on the last

day of the event in all cases. The agreed times shall apply. Nothing must be left behind by the Partner in the exhibition spaces or other event spaces. Any extension of time limits shall require the approval of SVV.

- (4) Each Partner shall receive the required tickets for his/her employees (together with name badges, if applicable) according to the agreed conditions. They will be available at the conference office from the start of the event. The Partner and/or his/her employees must show a valid ticket at the entry control point without being prompted. As tickets are personal, the Partner may also be asked to show a valid official identity document. If the Partner is admitted, he/she shall receive a non-transferable badge (e.g. an event badge or a wristband) which must be carried on his/her person during the relevant event, in particular to be readmitted to the venue after leaving it. The exhibitor's stand personnel or other participants must be identified on a separate SVV form to be submitted with all required data no later than 14 days before the start of the event.
- (5) SVV reserves the right to refuse admission to Partners who break the house rules or appear aggressive or abusive or are under the influence of intoxicants. Weapons or dangerous objects must not be brought into the venue. SVV shall have domiciliary rights at the events. Its instructions must be followed. The venue's house rules must be complied with while at the venue. In case of a breach of the house rules and of unauthorised ambush/guerrilla marketing activities, the Partner may be excluded from further participation in the event and may be asked to leave the venue. Any further claims by SVV against the Partner remain unaffected.
- (6) The stand area shall be charged for according to the contract or according to the stand area actually occupied where this exceeds the contractual stand area. The type of stand (row, corner, peninsula, or block stand) shall depend on the layout. Exhibitor's requests shall be taken into account wherever possible; however, the exhibitor shall have no claim to a particular type of stand. The hire charge includes:
  - The hired use of the stand area with the dimensions booked during assembly and disassembly and for the duration of the event. Conference tables, chairs, and power supply may be ordered in addition as needed. These are either included in the exhibition price or shall be charged for according to the prices stated.
  - General lighting of the exhibition venue, general cleaning of common areas, and waste disposal.

Further services may be ordered separately for a charge using the relevant form. All prices are subject to statutory value-added tax.

- (7) Hospitality within the event shall be the sole responsibility of the venue's caterer. Customer hospitality may be ordered there.
- (8) Only SVV shall be allowed to make or cause to be made photographs, image and sound recordings ('Recordings') of the entire event, in particular of the exhibition structures and stands and the objects exhibited and to use such Recordings for documenting the event, as well as for advertising and press reports, without the Partner being entitled to object to this. This shall also apply to Recordings made directly by the media with the agreement of SVV. SVV shall be entitled to publish the Recordings on its website and in the programmes of future events in any form whatsoever (e.g. in print, digitally, etc.). For the purposes listed in subclause (1), SVV may also publish the Recordings in social media such as LinkedIn, Xing, Twitter, and the like. Where SVV hosts this event or a future event together with an event partner, SVV may share the Recordings with that event partner. However, SVV shall not share the Recordings with any other third party. As the events are open to the public, SVV assumes that, in the Partner's view, there are no general reasons against the production of Recordings and the processing of such Recordings for the purposes described above. If, however, this should be the case, the Partners concerned are requested to contact the information desk at the venue or SVV immediately to make their objection known. The Partners concerned are also requested – wherever possible – to take care themselves to avoid being photographed or to address the photographer directly.
- (9) Transport packaging and boxes must not be visibly stored at or behind the stands. Floors, walls, pillars, doors, windows, and other fixtures and fittings must not be posted on, nailed on, painted or otherwise damaged. Any damage caused shall be at the exhibitor's cost and will be charged for by SVV. Any installations or fire protection facilities including escape routes and emergency exits as well as their signage, which may be part of the stand area, must be accessible and usable at all times and must not be removed, covered, or obstructed. Floor coverings may only be affixed by means of double-sided tape, on wooden floors only on previously affixed masking tape. Cleaning of the stand shall be the exhibitor's responsibility and must be completed daily before the opening of the event. The stand may only be equipped with flame-retardant material. Furthermore, the Partner shall submit to SVV's domiciliary right in the entire venue for the duration of the event.
- (10) The exhibitor is obliged to take out adequate insurance cover. Taking out exhibition insurance covering the transport and exhibition risks is recommended.

It is suggested that the exhibitor ensure adequate supervision of the stand. Outside event hours, valuable

items must be locked away. Subject to clause 12, SVV shall accept no liability (e.g. for damage, theft, etc.).

- (11) Printed matters and advertising materials must only be used within the quantities booked and only within the allocated stand area, and must not be distributed in other exhibition spaces or in lecture rooms. Optical, moving, or acoustic advertising materials are only permitted if they do not inconvenience the stand neighbours and do not disturb the event. In case of a breach of this rule, SVV may intervene and demand a change. If the Partner should fail to implement this, SVV reserves the right to exclude the Partner from further participation in the event.

### **9. Special provisions for Digital Events**

- (1) SVV is free to design the content of its digital provision and shall be entitled at any time to vary, limit, expand, or completely cease it. In providing its service, SVV is free to have the service provided by a third party of its choosing.
- (2) The digital provision is partly based on content by co-hosts, Partners, or other third parties; inter alia, SVV may use external speakers and presenters for Recordings and live streams. SVV accepts no liability, whether express or implicit, for the accuracy, completeness, reliability, up-to-dateness, and usability of the content of the digital provision to the Partner.
- (3) The digital provision is not aimed at persons in countries prohibiting the storage of or access to its content. Each Partner shall be responsible for obtaining information on any restrictions before accessing these web pages and to comply with such restrictions.
- (4) The Partner accepts that 100% availability of the digital provision is impossible to implement technically. SVV shall, however, make every effort to keep the digital provision available as constantly as possible. In particular, maintenance, security, or capacity matters and events outside the control of SVV may cause momentary outages or the temporary suspension of the digital provision. The digital provision is made using commercially available software. The software requirements stated at registration must be observed. SVV has no control over the availability and the correct technical requirements of this software.

### **10. Special provisions for Hybrid Events**

The special provisions for Face-to-face Events (clause 8) and for Digital Events (clause 9) shall apply, *mutatis mutandis*, to Hybrid Events.

### **11. Speakers; copyright**

- (1) Speakers may be replaced by other speakers having an equivalent qualification for the topic concerned. There is no legal claim to a particular speaker.

- (2) Event talks will be held in German or English. The relevant event documentation will follow this rule. There is no entitlement to interpretation/translation.

- (3) The content related to the event, in particular talks and documentation, is protected by copyright. Any use or exploitation of the content protected by copyright beyond its relevant contractual purpose, in any form whatsoever, in particular by reproduction, dissemination, exhibition, reproduction in a non-physical form (right to public reproduction, i.e. as a talk, performance, or presentation, by making it available to the public, broadcasting, reproduction by image or sound storage media, replay of broadcasts, and by making it available to the public) as well as its recording, digitisation, storage in any form and on any carrier medium and in any technical configuration whatsoever is prohibited. Content must not be shared with third parties, irrespective of the purpose and method of sharing.

- (4) SVV accepts no responsibility or liability for any inaccuracies in the content of the talks and documentation.

- (5) Partners giving talks themselves shall be responsible for submitting the details of the speaker/talk in good time for preparing the programme brochure, and for their proper delivery. If a speaker misses his/her slot, there shall be no entitlement to a replacement.

### **12. Limitation of liability of SVV**

SVV shall only be liable (i) for any damage intentionally or grossly negligently caused by it; (ii) for the culpable breach of essential contractual obligations by SVV, i.e. such obligations without whose performance the proper fulfilment of the contract is not possible and on whose observance the Partner relies and may rely (cardinal obligations); (iii) for any damage caused by it as a result of wilful deceit; (iv) for damage resulting from culpable injury to life and limb or health due to a negligent breach of duty by SVV. SVV accepts no other liability.

### **13. Liability of the Partner**

- (1) The Partner shall be liable for any damage for which he/she, his/her contractors and vicarious agents, guests, or other third parties within the meaning of Sect. 278 and Sect. 831 of the BGB are responsible in connection with the event, in accordance with statutory provisions. Sentence 2 of Sect. 831(1) of the BGB shall not apply.
- (2) The Partner shall indemnify SVV against all claims by any third party made in connection with the event, where these are the responsibility of the Partner, his/her contractors and vicarious agents (e.g. speakers, etc.), or guests. This obligation to indemnify shall

also apply to any official fines and misdemeanours (e.g. for breach of the peace, obstruction of escape routes, disregard of smoking bans) that may be imposed on SVV by the venue in connection with the event.

#### 14. Data protection

Where the Partner processes personal data in the context of an event, the Partner is obliged to comply with the statutory rules, in particular those of the Bundesdatenschutzgesetz [federal data protection act] (BDSG 2018) and the General Data Protection Regulation (GDPR), and all other (relevant) statutory provisions.

The Partner may, on prior arrangement, receive a list of the email addresses of the participants where participants have consented to this. Here also, the Partner, as controller, is obliged to comply with the statutory provisions under data protection law. This includes, in particular, respecting the rights of the participants as data subjects.

#### 15. Final provisions

- (1) These T&C and the entire legal relationships between the parties are subject to the law of the Federal Republic of Germany; the UN Convention on the International Sale of Goods (CISG) shall not apply.
- (2) Where legally permitted, the place of fulfilment and exclusive place of jurisdiction – including for international disputes – shall be Munich.
- (3) Any agreements differing from these T&C must be made in writing. This shall also apply to amending this written-form requirement.
- (4) If any part of these T&C should be void or contestable, this shall not affect the validity of the remaining provisions. In place of the legally ineffective part, it shall then be deemed agreed whatever most closely approximates it and/or what the parties would have agreed had they been aware of that ineffectiveness. This shall also apply, mutatis mutandis, to any gaps in the provisions.

#### Information on advertising by email

Süddeutscher Verlag Veranstaltungen GmbH is interested in cultivating its client relationship with you. For this reason, we will regularly inform you by electronic mail of similar events and offers. For that purpose, we will use the email address given when entering into the contract, in accordance with point (f) of Art. 6(1) of the GDPR in connection with Sect. 7(3) of the UWG [unfair competition act]. Of course, you have the opportunity to object to the use of your data for advertising purposes by using the unsubscribe link in the advertising email. You can also send your objection by email to [datenschutz@sv-veranstaltungen.de](mailto:datenschutz@sv-veranstaltungen.de) or by post to

Süddeutscher Verlag Veranstaltungen GmbH, Hultschiner Strasse 8, 81677 Munich without incurring any costs other than the transmission costs at the basic tariff. We use service providers that support us and thereby receive the aforementioned data. These are marketing companies and online service providers. Your personal data will not be processed outside the EU/EEA. Your personal data will be erased no later than after three years if your email address has not been used until then. You can find further information on data protection at [www.sv-veranstaltungen.de/datenschutz](http://www.sv-veranstaltungen.de/datenschutz).