

EM 1 Scope of application

(1) The terms and conditions set out herein for exhibition media (EM) form the basis of the contractual relationship for a media package and additional individual media services, as well as the pre-contractual relationship between GHM and the exhibitor based on the registration for the event; the general terms and conditions of the exhibitor are not applicable.

(2) These terms and conditions do not supersede the terms of participation (TOP) of GHM, but instead they act as more specific provisions for the exhibition media aspects, alongside the TOP. In the event of any disparities between the TOP and the terms and conditions (EM) herein, the terms and conditions for exhibition media (EM) shall prevail. Insofar as a situation is not (completely) regulated in the terms and conditions (EM), the TOP of GHM shall apply (as supplementary provisions).

EM 2 General

GHM provides an online platform, on which every exhibitor at an event can publish various content about their company for a limited period of time. For the main exhibitor and each of their co-exhibitors (hereinafter collectively "exhibitor"), a media allowance in the form of an entry in the list of exhibitors is mandatory. Unless otherwise agreed, the list of exhibitors includes publication of company names and contact details, as well as hall and stand numbers. The exhibitor can supplement this data with additional data about their company - at an additional cost, where applicable.

EM 3 Conclusion of the contract for a media package and individual media services

(1) The exhibitor books the media package electronically in the online exhibitor portal (see section 15 of the TOP) as part of the registration for the event, as an additional service for which a fee is charged. With the conclusion of the exhibitor contract (see section 3 paragraph 2 of the TOP), the contract for the media package is also concluded.

(2) If the exhibitor is offered a higher-quality media package and the exhibitor books this, it replaces the "SMART" media package.

(3) Additional individual media services (e.g. advertisement on the site map) can be booked for the respective event in the online exhibitor portal. There is no entitlement that GHM must accept the booking of the additional individual services. GHM reserves the right to refuse a booking via the exhibitor portal or in writing, e.g. for space reasons; the exhibitor will be informed immediately of the refusal of a booking.

EM 4 Exhibitor portal, obligations of the exhibitor, duration

(1) In the exhibitor portal under the category "List of exhibitors", there are possibilities presented for publishing content elements (such as texts, logos, provision of external content/websites, provision of downloads) on the platform by the exhibitor; this content/these elements are to be uploaded by the exhibitor.

(2) The exhibitor may upload, modify, supplement or remove content before and during the trade fair.

(3) Publication of the content uploaded by the exhibitor takes place automatically.

(4) The exhibitor is responsible for ensuring that they meet the technical requirements necessary for the use of the GHM services.

(5) If dates are specified for services (e.g. advertisement on the site map), and if the exhibitor has not uploaded the content (such as their logo or other material) by the start of the event, the exhibitor is nevertheless obliged to pay the full price for the media package booked and/or the additional individual media services booked. There is no entitlement to a reduced fee or other compensation. GHM is entitled, but not obliged, to provide or offer an alternative service.

(6) The publication is for a limited period, which ends at the end of the trade fair.

EM 5 Payment terms

(1) The media allowance is billed together with the participation invoice. The media allowance is billed for the list of exhibitors; for additional individual media service(s), the surcharge for the individual media services booked is billed in addition to the media allowance.

(2) If the exhibitor has booked additional individual media services, these are usually billed separately after the trade fair. However, GHM reserves the right to bill these before the start of the trade fair.

EM 6 Cancellation/revocation/rescission of participation in the trade fair

(1) If the contract for participation in the trade fair is terminated by the exhibitor without good cause, or if GHM terminates/revokes the contract for good cause and/or closes the trade fair stand during the

course of the trade fair (section 17 TOP), the exhibitor is obliged to pay the media allowance and/or the price of the individual media services booked, as a lump-sum reimbursement of expenses.

(2) The exhibitor is entitled to provide proof that the expenses did not arise, or are significantly lower than the lump-sum reimbursement of expenses stipulated in paragraph 1 above.

(3) The reimbursement of expenses includes the costs of providing and maintaining the online platform, including the personnel and software required by GHM for this purpose.

EM 7 Contents uploaded by the exhibitor

(1) GHM is not obliged to carry out a review of the content, and assumes no responsibility for the correctness of the content uploaded by the exhibitor. The content is exclusively the property of the exhibitor, and GHM also accepts no responsibility for such content.

(2) If digital data with graphical content (e.g. logos) is uploaded by the exhibitor, GHM is entitled to edit this in terms of format, size and technical characteristics at its own discretion, provided that this is necessary for the presentation of the advertising material and is reasonable for the exhibitor. When doing so, GHM also does not assume any responsibility for the content.

EM 8 Illegal content

(1) GHM is entitled to remove/take offline any content that violates statutory provisions, in particular criminal law and competition law, that violates trademark, copyright or personal rights, that contravenes the standards of the German Advertising Standards Council (Deutscher Werberat) or violates public decency, as well as any content of an ideological or political nature.

(2) In the cases referred to in paragraph 1 above, GHM will remove/take offline the content published, if necessary after consultation with the exhibitor, provided that GHM is aware that such content is illegal. However, GHM is not obligated to review content. GHM is entitled to cancel/revoke the contract and/or to terminate the contract without notice, if GHM only becomes aware that the content is illegal in terms of paragraph 1 above after acceptance of the booking.

(3) If GHM considers a change in content to be necessary for a reason specified in paragraph 1 above, then GHM shall immediately inform the exhibitor thereof and take the content offline. The exhibitor can adapt the content and then put it online again.

(4) Any costs for changes required in terms of paragraph 3 above shall be charged as additional costs. The exhibitor is solely responsible for any non-publication and/or delays in the provision of services by GHM which result from illegal content.

EM 9 Granting of rights

(1) The exhibitor grants GHM and its service providers the non-exclusive, worldwide rights to use, modify, publish, transmit and/or distribute the content uploaded by the exhibitor, for the purposes of fulfilling the contract; such rights shall be transferable to service providers (including sub-licensing), and shall be limited to the period in which contractual services are provided, until the date specified in EM section 4 paragraph 5 above. The license granted is limited to the uses necessary for the operation of the platform and the provision of the contractual services.

(2) The granting of rights includes, in particular, the right to make the information publicly available, i.e. the right to make the content available and transmit it to members of the public and closed user groups via communication networks at locations and at times of their choosing, for the purpose of simultaneous or successive use – also on demand – and to carry out the required electronic duplication and technical processing for this purpose. This includes all currently available and future digital and analogue transmission and retrieval technologies, in particular transmission via the Internet and mobile networks for display and storage on mobile or stationary end devices such as a PC, smartphone, tablet or TV.

(3) The above-mentioned granting of rights relates to all intellectual property rights and ancillary copyrights associated with the content, as well as rights to one's own image, and naming, title, brand and other trademark rights.

EM 10 Liability of the exhibitor for content

(1) The exhibitor is solely responsible for the content they upload. They assure that they will not upload any illegal content according to section EM 8, that they are entitled to use the rights granted in section EM 9, and have obtained the necessary consent.

(2) In particular, the exhibitor is liable for ensuring that persons depicted in photographs (e.g. contact persons of the exhibitor) have given their consent to the publication of the photographs.

(3) If any third parties assert claims against the exhibitor on the basis of the content, the exhibitor shall immediately inform GHM thereof. The affected content shall be removed by the exhibitor immediately.

(4) The exhibitor indemnifies GHM against all claims by third parties due to the contractual use of the content by GHM, and shall reimburse GHM for any costs arising from the infringement of third party rights, including the costs of legal defence and legal proceedings. The exhibitor is obligated to support GHM to the best of their ability in the legal defence against third parties.

EM 11 License fees to be paid to third parties

License fees, e.g. for the use of third-party trademarks, or fees for the public rendition of copyrighted content (e.g. GEMA fees for music, VG WORT fees for texts), are not included in the prices for the media packages and individual media services. The exhibitor is solely responsible for properly obtaining the required licenses, as well as payment of the fees incurred.

EM 12 Obligation of the exhibitor to give notice of defects, and liability of GHM

(1) The contractual obligation of GHM is limited to providing the platform on which the exhibitor can publish the agreed content, and giving the exhibitor appropriate access to this platform. GHM does not assume any responsibility towards the exhibitor for reviewing the content. GHM has no further obligations, unless GHM and the exhibitor have expressly agreed otherwise. In particular, the exhibitor is solely responsible for ensuring that they meet the technical requirements necessary for the use of the GHM services.

(2) Unless otherwise regulated below, GHM is liable in accordance with the TOP, and in particular pursuant to section 24 (2) of the TOP.

(3) Claims for obvious defects must be asserted by the exhibitor in writing to GHM, no later than two weeks after publication, but no later than one week in the case of publication within 14 days of the event, and immediately in the case of publication during the event. GHM shall not be liable for any obvious defects asserted later.

(4) The exhibitor is aware that based on the current technology, it is not possible to offer a service that is completely free of defects. The functionality of the communication structure is also partly beyond the control/responsibility of GHM. In rare cases, despite careful planning, the service may be partly or entirely unavailable for certain periods, due to downtime, required maintenance or technical problems. If GHM is not responsible for the unavailability, it has the right to postpone or cancel an agreed date for the online publication of content, insofar as a service through which the publication should take place is not offered on the agreed date, or technical circumstances prevent publication on the agreed date. If it is possible to postpone the publication to a later date, GHM will take into account the known interests of the exhibitor, as far as it is possible and reasonable to do so.

Translations of these terms and conditions into other languages are provided for convenience only. Only the German version of the terms of participation is legally binding.

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