

Terms and Conditions of Participation in the German and International Tin Figure Fair

1. Application

Application is made exclusively in writing using the organiser's form already made available, acknowledging the Terms and Conditions of Participation and the obligation to adhere to the occupational, health and safety, and commercial regulations, in particular in respect of the sale of unconstitutional material.

The application is binding, regardless of approval (s. 2.)

2. Approval

The organiser shall decide on the approval of the applicant and the exhibits. **There is no legal right to an exhibition site!**

The contract between the applicant as exhibitor and the organiser comes into force with the written confirmation of the approval. Approval can be revoked if the prerequisites for the granting of it are not present or later cease to apply.

3. Stand Allocation

The allocation of stands takes place through the organiser, insofar as possible taking into account the special requests of the exhibitor, the local circumstances and the subject-specific contents. The allocation of stands will be announced in writing. If the stand has to be relocated for compelling reasons, the organiser must allocate the most equivalent stand possible. The organiser reserves the right to relocate the entrances and exits, passageways and emergency exits for compelling technical or safety reasons.

4. Co-exhibitors/Joint Stands

It is not permissible to give up an authorised stand or a part thereof to a third party for reward or for free without the approval of the organiser. The exhibitor must apply in writing for the inclusion of a co-exhibitor.

5. Withdrawal/Non-participation

Subsequent to approval being granted withdrawal by the exhibitor is excluded, and it does not release the exhibitor from paying in full for the stand rental. Should the exhibitor choose not to occupy the stand area allocated to him, her or it, this area can be given otherwise by the organiser.

6. Rental/Payment Terms and Conditions

The stand rents are contained in the application form. An invoice for the stand rent will be sent to the exhibitor. Payment is to be made without deductions within 14 days after issuance of the invoice.

In justified, exceptional cases the organiser will agree to payment in cash in Kulmbach prior to the commencement of assembly, if this has been requested beforehand from the organiser.

7. Assembly and Disassembly

The fair stand will be assembled on Thursday, 8th August 2019, as always at specified admission times. Exception: exhibitors in the Dr Stammberger Hall (city hall). The fair will be open from Friday to Sunday from 9.00 am (from 8.00 am for exhibitors) to 6.00 pm (Friday + Saturday) and 12:00 noon (Sunday).

Advance sales on the day of assembly to visitors to the fair are not permitted.

The exhibitor passes will be given out on the day of assembly in the fair office. Please make sure to collect your pass, otherwise you will not be admitted on Friday at 8.00 am.

During assembly and disassembly, the parking permit is to be visibly displayed on the vehicle. Due to new safety measures, keeping clear the escape and rescue routes will consistently be monitored. Vehicles may be driven up to the fair building only on Friday, 9th August 2019 up to 8.00 am and on Sunday, 11th August 2019 only from 12.00 noon.

8. Layout and Fittings of the Stand

The exhibitor is to identify his, her or its stand for the whole duration of the fair with his, her or its name, address and stand number. Hall floors and walls, columns and other fixtures may not be damaged, glued to or drilled. Access to the fire protection equipment is to be kept free. For safety reasons the exhibitor will forgo the use of easily flammable material. The organiser will not be making available any material to cover the tables. Ordered connections to the electricity mains (alternating current 230 V) will be made available without extension cables by the organiser.

9. Stand Supervision and Cleaning

The fair stand is to be occupied throughout the opening times until Sunday, 11th August 2019, 12:00 noon. The exhibitor is responsible for the cleaning of his, her or its stand, including waste disposal, for which the organiser will make waste containers available in the outer area of the fair building.

10. Fire Safety and Occupational Safety Rules

The exhibitor undertakes to adhere to the Fire and Accident Prevention Regulations. All materials brought in must be kept sufficiently far away from sources of ignition, floodlights and sources of heat so that these cannot be ignited. The use of open flames, flammable liquids, gasses, pyrotechnic articles, and explosive and other easily inflammable materials is prohibited. There is a smoking ban throughout the fair building and in the Dr.-Stammberger-Hall.

11. Liability, Insurance

The general night-watch service of the fair building from 6:00 pm to 9:00 am of the following day is assumed by the organiser; however, without liability for loss or damage. The watch begins on Thursday evening and ends on Sunday morning. The exhibitor himself, herself or itself is responsible for supervising and guarding the stand, including during the assembly and disassembly periods.

The exhibitor is liable for all damage caused by himself, herself or itself or a representative of him, her or it. Taking part in the fair takes place at the exhibitor's own risk.

The organiser assumes no liability for damage to property or personal injury, unless it was due to intent or gross negligence. The organiser has taken out liability insurance for these statutory liabilities.

12. Domestic Authority

The organiser exerts the domestic authority for the whole area of the event. The instructions of the organiser, his, her or its employees or representatives are to be followed.

13. Subsidiary Agreement, Severability Clause

The written form requirement in respect of subsidiary agreements shall be regarded adhered to if the relevant declaration is sent in electronic form by email or fax and confirmed by the other party.

Should a provision of the General terms and Conditions of Participation be or become invalid, the validity of the other provisions is not affected by this. Another provision is to be agreed between the parties which comes as near as possible to the sense and economic importance of the invalid provision. The same applies analogously to an incomplete provision.

14. Place of Jurisdiction

Kulmbach is agreed as the place of jurisdiction for all legal disputes. The laws of the Federal Republic of Germany apply.

Information on Data Protection according to Article 13 of the General Data Protection Regulation (GDPR):

The processing of this data falls under the responsibility of the Kulmbach municipal company for tourism and events, EB 2 Tourismus & Veranstaltungsservice der Stadt Kulmbach, director Helmut Völkl, Sutte 2, 95326 Kulmbach, Germany, phone +49 (0)9221 9588-0, e-mail: tuv@stadt-kulmbach.de. The data is collected for the purpose of providing services related to events, and will be processed as per GDPR article 6, subparagraph 1, points a and b. For more information on the processing of your data and your rights regarding the processing of your data, please refer to the following website: http://www.kulmbach.de/xist4c/web/EB-2--Tourismus--und-Veranstaltungsservice_id_42790_.htm. You may also send your inquiries to your contact, or to our Data Protection Officer via e-mail (datenschutzbeauftragter@stadt-kulmbach.de) or under the following address: Marktplatz 2, 95326 Kulmbach, Germany, phone +49 9221 940-254.

In case of any discrepancies between the German text and the English translation, the German text shall prevail.

As at: Oktober 2018