

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

1. Application

Application is made exclusively in writing, using the form provided by the organizer, recognizing the general terms and conditions of participation and the obligation to occupational, health and safety, and commercial regulations, in particular with regard to the distribution of hate speech material and publications (§ 130 Abs. 2 StGB). The application is binding, regardless of approval (s. 2.)

2. Approval

The organizer decides on the approval of applicant and exhibits. **There is no legal claim to an exhibition stand or a specific stand!**

A contract between the exhibitor and the organizer is only concluded with written confirmation of the approval.

3. Stand Allocation

The allocation of a specific stand space will be made by the Organizer, as far as possible, taking into account the Exhibitor's special wishes. The stand allocation will be communicated in writing. The organizer reserves the right to relocate the entrances and exits, passageways and emergency exits or the stands of the exhibitors for compelling technical or security reasons.

4. Co-exhibitors/Joint Stands

It is not permitted to give up an authorised stand or parts of it available to third parties without the approval of the organizer. The exhibitor must apply in writing for the inclusion of a co-exhibitor.

5. Withdrawal/Non-participation

If the exhibitor withdraws from the contract or renounces the stand space, he owes the stand rent as compensation, unless he can provide evidence of lower damage. The organizer will endeavour to allocate the stand space to someone else.

6. Rental/Payment Terms and Conditions

The stand rents are shown on the application form. An invoice for the stand rental will be sent to the exhibitor. Payment is to be made cashless without deduction within 14 days of the invoice being issued. Cash payment can be allowed at the discretion of the organizer.

7. Assembly, Disassembly and ID cards

The fair stand will be assembled on Thursday, August 12th, 2021, at the time communicated by the organizer. Exception: exhibitors in the Dr.-Stammberger-Halle (town hall). The fair opens from Friday August 13th 2021 to Sunday August 15th 2021 from 9:00 a.m. (for exhibitors from 8:00 a.m.) to 6:00 p.m. (Friday and Saturday) and 12:00 p.m. (Sunday).

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

The exhibitor IDs will be issued in the fair office on the day of assembly. Please make sure to collect your ID, otherwise you will not be admitted on Friday from 8:00 a.m. The parking permit must be visibly affixed to the vehicle during assembly and disassembly. Due to new safety regulations, keeping free the escape and rescue routes clear is consistently monitored. Vehicles may only be driven to the fair building on Friday, August 13th 2021 until 8:00 a.m. and on Sunday, August 15th 2021 only from 12:00 p.m..

8. Layout and Fittings of the Stand

The exhibitor has to mark his stand with his, her or its name, address and stand number for the entire duration of the fair. Hall floors and walls, columns and other fixtures must not be damaged, pasted on or drilled. Access to fire protection equipment must be kept free. For safety reasons, the exhibitor refrains from using easily

inflammable materials. The exhibitor is responsible for the safety of his, her or its stand. In this regard, he assumes the organiser's duty to maintain safety. The organizer does not provide any material to cover the table. Ordered connections for power supply (AC 230V) are provided without extension cables.

9. Stand Supervision and Cleaning

The fair stand has to be manned during opening hours until Sunday, August 15th 2021, 12:00 p.m. The exhibitor is responsible for cleaning his stand, including waste disposal. There are rubbish container provided in front of the fair building.

10. Fire Safety and Occupational Safety Rules

The exhibitor undertakes to comply with the fire protection and accident prevention regulations. All materials brought in must be kept sufficiently far away from sources of ignition, floodlights and heat sources that they cannot be ignited. The use of open flames, flammable liquids, gases, pyrotechnic objects, explosive and other easily inflammable substances is prohibited. Smoking is prohibited in all rooms.

11. Liability, Insurance

The exhibitor is liable for all damage caused by his, her or its stand construction or his, her or its behavior to rights or legal interests or the interests of the organizer. This does not apply if the exhibitor is not at fault (willful or negligent). To the extent that third parties are harmed due to a faulty stand construction or other culpable behavior on the part of the exhibitor, the exhibitor will indemnify the organizer from claims by third parties.

12. Organizers liability

The liability of the organizer is based on the legal regulations.

13. 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.

14. Changes due to Force Majeure

Should the event for reasons that neither of the parties is responsible for becoming impracticable (in particular because of according or due to the Infection Protection Act) or should the implementation of the event become unreasonable for the organizer because of such measures, the organizer is entitled to cancel, relocate or limit the event in terms of space or time.

In case of cancellation the full rent, in case of a temporal restriction the pro rata rent is refunded. If space is limited, the rent will be refunded to the exhibitors concerned.

15. 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

as 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.

16. Place of Jurisdiction

The place of jurisdiction is Bayreuth. The law of the Federal Republic of Germany.

As at: 10/2020

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, Suite 2, 95326 Kulmbach, Germany, phone +49 (0)9221 9588-0, e-mail: lvw@stad-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/xist4cweb/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@stad-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.