

General Conditions of Participation of Messe Dortmund GmbH

(As of 04 October 2018)

1. Principle

In the case of contradiction, the following shall apply in the order listed for the participation in Trade Fairs and Exhibitions of Messe Dortmund GmbH (hereinafter referred to as the 'Organiser')

- Individual Contract Agreements with the Organiser,
- Special Conditions of Participation and
- the following General Conditions of Participation.

The Messe Dortmund GmbH provides its services exclusively on behalf of and for the account of the Westfalenhallen Unternehmensgruppe GmbH (AG Dortmund HRB 2522).

1. Participant

- A Participant in Trade Fairs or Exhibitions (hereinafter referred to as the 'Event') can be an Exhibitor, a Co-exhibitor or an Additionally Represented Company. They are hereinafter referred to as the 'Participant'.
- An Exhibitor is a party that registers for participation in an event with its own stand, own personnel and own offer. A Co-exhibitor is a party that attends a stand of an Exhibitor with its own personnel and own offer. This includes group companies and subsidiaries. Third parties are also Co-exhibitors or Additionally Represented Companies if they have a close business or organisational relationship with the Exhibitor. The participation by a Co-exhibitor or an Additionally Represented Company must be entered in the registration form by stating the full name, legal form, address and a contact person.
If an Exhibitor is a manufacturer, every other company that has its goods or services offered by the Exhibitor is an Additionally Represented Company. If an Exhibitor is a sales company that exhibits not only products of one manufacturer but also additional goods or services of other companies, such companies are Additionally Represented Companies.
- Co-exhibitors and Additionally Represented Companies must be registered by the Exhibitor. Co-exhibitors and Additionally Represented Companies that are not registered may not exhibit on the stand space of the Exhibitor. The Organiser is entitled to refuse Admission of Co-exhibitors and Additionally Represented Companies if it deems they give reason to make an Admission unacceptable. The Organiser is entitled to make the Admission subject to a separate fee, even retroactively. The Exhibitor is always jointly and severally liable with the Co-exhibitors and Additionally Represented Companies for their compliance with their obligations.
- Contract partner of the Organiser is only the Exhibitor.
- If several Exhibitors want to jointly rent a stand space, they must authorise one of them in the registration form to make and receive all statements/declarations arising from or in connection with this contract on their behalf. They are jointly and severally liable for all claims arising from this contract.
- If an invoice is issued to a third party after its issuance at the request of the issuer, the issuer nevertheless remains the debtor.

2. Registration, Contract Conclusion

- The stand booking for an event requires the completion of the Stand Booking Form, which is to be sent to the Organiser by post, by fax, online or by e-mail as attached file. The hard copy of the stand-booking form for the respective event must be signed to confirm the acceptance of the General Conditions of Participation, the price lists and, if applicable, the Special Conditions of Participation of MV and returned in full. MV reserves the right to make the acceptance of the stand-booking order dependent on the requirement that the stand-booking form for the respective event has been completely printed out and signed with legally binding signatures to confirm the acceptance of the General Conditions of Participation, the price lists, and, if applicable, the Special Conditions of Participation of MV and the complete form has then been sent to MV by fax.
Electronic stand bookings by previous exhibitors are only valid if the Online Form provided by the Organiser and the assigned password are used for online transmission. The stand booking form is deemed to be an offer made by the exhibitor for contract conclusion; the sending of the form does not constitute a right to acceptance. The stand booking form must also be sent without any supplementary remarks or conditions as defined by Section 158 of the German Civil Code (BGB). If this provision is ignored, such supplementary remarks or conditions will not have any legal effect on the Organiser.
- By submitting the registration form, the Exhibitor/Participant accepts these General Conditions of Participation and, if available, the "Special Conditions of Participation" applicable for the specific Event, the "House Rules", the "Technical Rules" and the provisions of the "Service Documents". The Participant is responsible for their compliance by the persons employed by him at the Event and by the other Participants registered by him.
- The contract on the participation is concluded by other means of a confirmation, i.e. the Organiser accepts the contract offer.
- The Exhibitor is obliged to comply with all relevant statutory and official regulations, including such of labour or trade law nature and such concerning environmental protection, fire protection and accident prevention regulations. The Exhibitor shall continuously monitor their compliance by the persons he employs at the Event, the other Participants he has registered and other vicarious agents and intervene in the event of a violation and/or inform the Organiser about the violations.

3. Admission, Permitted Exhibits

- The Organiser will notify the exhibitor of the acceptance of the exhibitor's offer in an acceptance notice and of the stand space assignment by post, fax or in electronic form. Complaints by the Participant must be notified in writing to the Organiser within eight calendar days after receipt. If the confirmation differs from the Exhibitor's registration, the contract is concluded in accordance with the confirmation unless the Exhibitor objects in writing within three calendar days after receipt. Then the Organiser and the Exhibitor need to reach an agreement immediately.
- The Organiser shall take a decision, if necessary in agreement with the respective committees, regarding the admission of the Exhibitor and registered exhibits to the Event via a written confirmation of admission. A contract shall come about with the admission of the Exhibitor (see subsection 2.4).
- The Organiser may exclude individual Participants from taking part in the Event for factually justified reasons, especially if the amount of space available is insufficient. The Organiser may also restrict the Event to certain groups of Participants if this is necessary to attain the purpose of the Event. The Organiser shall also be entitled to impose restrictions on the registered exhibits and change the amount of registered space.
- Participants may only exhibit, offer and take orders for, the exhibits stated in the confirmation of admission and only at the location stated therein. Not permitted items can be removed by the Organiser at the Participant's cost, and in the case of emergency without prior warning. Goods and services, for which a use, possession or utilisation is not permitted in Germany must be legibly marked in the German language.
Participants must have full power of disposal of the registered exhibits and possess any necessary official permissions and approvals. Descriptions and brochures relating to the goods or services to be exhibited shall be submitted by the Participant on request.

4. Space Assignment

- The Organiser shall personally assign space in accordance with the subject and structure of the particular Event and the actual amount of space available. Space assignment wishes of the Participant are not binding and will only be considered if possible. The order in which applications are received shall not be the sole decisive factor in assigning space.
- The allocation of a form of stand (e.g. row instead of corner stand, head instead of block stand) at variance with the registration does not entitle the Participant to withdraw.
- The Organiser is entitled, even after the confirmation, to relocate the stand in the hall within a reasonable and acceptable scope without such entitling the Participant to rescind the contract or demand a reduction in the participation fee.

5. Unauthorized Transfer of Stand Space

- The assigned stand space may not be exchanged with another Exhibitor. Partial or complete transfer of the stand space or subletting of the stand space to third parties shall also not be permitted without the approval of the Organiser.

6. Fees, Payment Deadlines and Terms

- The participation fee can be inferred from the registration form and the Special Conditions of Participation; the amount will be invoiced to the Exhibitor by the Organiser. Complaints about the invoice can only be considered if they are received by the Organiser in writing within 14 days after receipt of the invoice. When sending the invoice, the Organiser shall draw the exhibitor's attention in particular to the importance of his actions.

- The Organiser is entitled to demand a reasonable payment in advance or security for anticipated additional charges, e.g. for electricity consumption or other services.
- Half of the participation charges are payable without deduction immediately on receipt of the bill, the remaining half no later than six weeks before the opening of the exhibition. Bills which are received later than six weeks before the opening are to be settled in full and without deduction immediately on receipt.
- The Organiser is entitled to make the occupation of the stand space or issue of Exhibitor ID cards dependent on the prior, timely and full payment of the invoice.
- An AUMA service fee shall be charged for the activities of the Association of the German Trade Fair Industry (AUMA), Littenstrasse 9, 10179 Berlin. This service fee shall be listed separately on the invoice.
- All invoice amounts shall be transferred in Euro without any bank charges or deductions quoting the customer number and invoice number to the account shown on the invoice.
- If the Participant culpably fails to comply with his payment obligations on time, the Organiser shall reserve the right, after granting a reasonable period of grace with consideration of the circumstances and the remaining time, to terminate the contract with immediate effect for good cause.
- Should a Participant fail to comply with his payment obligations, the Organiser may exercise his right of lien, retain the exhibits and the stand fittings, and have them auctioned at the expense of the Participant, each time after prior written notification, or to sell them privately if they have a stock exchange price or a market price.
- All charges and fees stated in the Registration Form, these General Conditions of Participation and the Special Conditions of Participation are plus VAT at the statutory rate, if nothing different is legally stipulated.

7. Non-participation by the Participant

- A cancellation of participation by the Participant is possible until confirmation of admission. Such cancellation must be made in writing to be effective. In such a case, the Participant shall owe the Organiser a fee of EUR 275.00 for the to-date services of the Organiser unless he proves that the Organiser did not incur such a cost or incurred a much lower cost.
- A non-participation by the Participant despite confirmation of participation does not release the Participant from his contractual obligations. The Participant shall be obliged, in particular, to pay the contractually due fees. The Organiser shall not be obliged to accept a replacement participant nominated by the Participant.
If the Organiser is able to otherwise let the stand, the Participant will be credited with the proceeds obtained by the Organiser from such letting less a remuneration of 25 % of the net participation fee, but at least EUR 400.00.
- In the case of a non-participation, the Organiser shall be entitled to let the stand space not used by the Participant to a third party or redesign the stand layout at the cost of the Participant in order to ensure a gapless appearance of the Trade Fair or Exhibition.
- The Participant will also not be released from his obligation to pay the participation fee if the assigned stand space is otherwise let but the total available space for the Trade Fair / Exhibition could not be entirely let.
- If a Co-exhibitor and/or Additionally Represented Company does not participate, the obligation to pay the fee for their Admission (see Section 1.3) will remain.

8. Cancellation through the Organiser, relocation and change in the duration of the Event

- The Organiser shall be entitled to cancel the Event for good cause, change its date and location, change its duration or – if necessitated by space conditions, police instructions or other compelling reasons – move the stand space assigned to the Participant, change its dimensions and/or limit the stand space. Any change in regard to the venue or its time or any other change shall become an integral part of the contract when the Participant is notified accordingly. In this case, the Participant shall be entitled to withdraw from the contract within 14 days after receipt of the notice of change. Compensation claims against the Organiser shall be excluded in this case, unless the change was due to gross negligence or intent on the part of the Organiser or his agents.
- In cases of force majeure that partly or completely prevent the Organiser from fulfilling his obligations, the Organiser shall be released from his obligations to perform the contract until such force majeure ceases. The Organiser shall immediately notify the Exhibitor of the force majeure case unless he is also unable to do so due to a force majeure case. The unavailability of sufficient supplies, such as electricity or heating etc., as well as strikes and lockouts, are also cases of force majeure unless they are of a short duration or caused by the Organiser. If the Event cannot take place due to force majeure, the Organiser shall be entitled to charge the Participant for his services rendered to date, and the amount shall be determined at the reasonable discretion of the Organiser (Section 315 of the German Civil Code - BGB), unless the Organiser is responsible for the cancellation of the Event.
- The Participant shall be informed if the Organiser is able to stage an Event, which was cancelled due to force majeure, at a later date. The Participant shall be entitled to withdraw from the contract within 14 days after receipt of this notification. Compensation claims against the Organiser shall be excluded in this case, unless the change of date was due to gross negligence or intent on the part of the Organiser or his agents.
- If the Organiser is forced to shorten an Event already in progress on account of the occurrence of force majeure or for other reasons for which he is not responsible, the Exhibitor shall not be entitled to claim full or partial reimbursement or waiver of the participation fee.

9. Stand construction, fittings and design

- All exhibition stands and other event areas shall be measured and marked by the Organiser. In case of doubt, the Organiser shall have the right to make a final decision (§ 315 of the German Civil Code).
- The Participant is obliged to construct a Trade Fair / Exhibition stand on the rented stand space and to timely occupy his stand before the time/date mentioned in the Special Conditions of Participation. If the stand is not timely occupied, the Organiser shall be entitled to terminate the contract with immediate effect for an important reason.
- The Organiser can, if requested by the Participant, grant the Participant, in writing, an earlier construction time or extended dismantling time if the local situation allows such. The Organiser shall be entitled to charge an additional fee for each additional construction/dismantling day.
- Exhibits, stand equipment and/or other items, which were not shown on the application form or whose appearance, smell, lack of cleanliness, noise or other characteristics create an unreasonable nuisance or disturbance affecting the smooth running of the Event or which otherwise turn out to be unsuitable shall be removed immediately at the request of the Organiser. If these items are not removed at once, the Organiser may dispose of them at the Participant's expense and terminate the contract immediately for good cause.
- The Participant shall be responsible for the design and equipping of the stand. However, the specific criteria of the Event and all rules of the Organiser, particularly the 'Technical Rules', the 'Special Conditions of Participation' and the provisions of the 'Service Document' must be complied with. The Organiser shall be entitled to request the Participant to submit plans and stand descriptions that are true to dimensions. The name or the company and the address or head office of the Participant shall be clearly marked on a stand sign. The names of the companies commissioned to design and build the exhibition stand shall be notified to the Organiser.
- The stand shall be properly equipped and occupied by knowledgeable personnel at the fixed opening times throughout the duration of the Event stipulated in the Special Conditions of Participation.
- If the design and/or equipment of a stand do not comply with the relevant specifications, the Organiser may request that the stand be changed or removed accordingly by the Participant. The costs in this case shall be borne by the Participant. If the Participant fails to comply with this request straightaway, the Organiser shall be entitled to change the stand at the Participant's expense or terminate the contract immediately for good cause.
- The Participant shall not be entitled to remove exhibits from the stand or start dismantling the stand before the beginning of the stand dismantling times stipulated in the Special Conditions of Participation. The stand dismantling and the restoration of the original condition must be completed no later than by the end of the dismantling time/date stated in the Special Conditions of Participation.
- Any exhibits exceeding the fixed height limits for the stands shall require the permission of the Organiser. This provision shall also apply to the presentation of very heavy exhibits for which foundations or special equipment are required.
- The Organiser has no responsibility for the items or goods left on the Event site by the Participant or for such that were sold to a third party during the Event. The Organiser shall be entitled to charge a reasonable storage fee for goods which are not dismantled and taken

away on time. The Organiser shall also be entitled to remove and store goods immediately at the Participant's expense and risk.

10. Advertising, Stand Activities

- 10.1 Advertisement areas and activities must be requested separately with the "Advertising Form" in the Service Documents and require a written approval of the Organiser.
- 10.2 The Participant shall only be entitled to use any kind of advertising on his stand for his own company and solely for the goods which he produces or sells, provided they have been registered and admitted to the Event.
- 10.3 Loudspeaker advertising, other acoustic measures and slide, film, video or computer presentations and other noisy measures shall require the written approval of the Organiser. This provision shall also apply to the use of audio or visual equipment for the purpose of attaining a better advertising impact. This also applies if the presentation of exhibits produces noise or other emissions or is annoying.
- 10.4 The Organiser is entitled to prevent, remove or have removed unauthorised measures of the aforementioned type at the cost of the Participant without recourse to the help of a court or the police. Licences that have already been issued may be subjected to restrictions or revoked in the interest of maintaining an orderly Event if no other remedial measures are possible.
- 10.5 If the Participant plays back mechanically reproduced music, he shall be obliged to obtain the necessary public performance licence and pay the fees in this respect.
- 10.6 The carrying or driving around of advertising aids on the Event site and the distribution of printed material or samples off the stand are only allowed with the express and written permission of the Organiser.
- 10.7 The Participant shall be strictly forbidden to approach and interview visitors outside the stand. In the event of an infringement of this provision, the Organiser shall be entitled to terminate the contract immediately for good cause.
- 10.8 Political advertising and/or political statements shall not be permitted, unless the political statement forms part of the Event. In the case of political statements or political advertising which are capable of disturbing the smooth running of the Event or public order, the Organiser shall be entitled but not obliged to request the Participant to stop showing the offending items and to remove them from his stand. If the Exhibitor fails to comply with this request, the Organiser shall be entitled to terminate the contract immediately for good cause.

11. Direct and Cash Sales

- 11.1 Direct and cash sales shall not be permitted, unless it is expressly permitted in the event-related "Special Conditions of Participation". If direct selling is permitted according to the "Special Conditions of Participation", the items for sale shall be marked with clearly legible price tags according to the Price Quotation Ordinance.

12. Exhibitor ID Cards

- 12.1 After paying the invoice amounts in full (see section 6), every Exhibitor shall receive for his stand Exhibitor ID cards entitling him to free admission to the Event (see "Special Conditions of Participation"). The number of Exhibitor ID cards shall not be increased through the inclusion of other Participants. Additional Exhibitor ID cards can be requested, at a charge, from the Organiser (see "Special Conditions of Participation"). The Exhibitor ID cards are intended for the stand personnel only, must be filled out in accordance with the instructions on the ID card and may not be given to a third party.

13. Security, Cleaning, Waste Disposal

- 13.1 Stand security and supervision during the daily opening hours of the Event shall normally be the responsibility of the Participant, also during the stand construction and dismantling periods. The Organiser shall only be responsible for general supervision of the halls and the trade fairgrounds outside the opening hours of the Event. No services shall be provided in connection with custody, safekeeping or protection of interests of the Participants. Valuable, easy-to-remove items belonging to the Participant shall be placed under lock and key at night-time. A stand security guard can be hired by the Participant, if he so wishes and at his own cost, from the security company used by the Organiser.
- 13.2 The Organiser shall pay the costs for general cleaning of the trade fairgrounds and the exhibition hall aisles. The Participant shall be responsible for cleaning his stand/stand area. Cleaning of the stand shall be completed each day before the Event starts. The Participant can also hire the cleaning company employed by the Organiser for the cleaning of his stand. The use of own cleaning staff is only permitted one hour before and after the daily opening hours of the specific Event.
- 13.3 In the interest of environmental protection and environmentally-friendly trade fairs, the Participant shall be obliged in principle to reduce the amount of packaging and waste; this obligation shall also include the use of brochures. The waste disposal solely through the Organiser necessary for compliance with the statutory regulations must be requested with the "Waste Disposal Form" in the Service Documents. If separate waste disposal systems are used, the Participant shall utilize them and also pay his share of any waste disposal costs according to the "polluter principle".
- 13.4 If the Participant leaves waste or other items behind after vacation of the stand space, the Organiser shall be entitled to dispose of such at the Participant's cost, and after the end of the dismantling period also without prior warning.

14. Photography and other visual recordings

- 14.1 All types of commercial visual recordings, especially photography and film/video recordings, on the trade fairgrounds may only be carried out by persons who have been authorized to do so by the Organiser and are in possession of a valid pass issued by the Organiser. Stand photographs, which are to be taken outside the daily opening hours and require special lighting, shall be subject to the approval of the Organiser. Any resulting costs shall be borne by the Participant, unless they are paid by the photographer.
- 14.2 The Organiser – and with consent of the Organiser – the press, radio and TV stations, are entitled to have photographs, drawings and sound, film, video and other pictures of the Event happening, of the exhibition constructions and stands and the exhibits taken or be made and to use such free of charge for advertising or press releases.

15. Laws, Regulations and Industrial Property Rights

- 15.1 The Participant is solely responsible for the compliance with all statutory and official regulations and the obtaining of all permissions and approvals required pursuant to trade and health or other laws/regulations. The same applies for the compliance with, and protection of, copyrights or other industrial property rights in respect of the exhibits and services of third parties. The so-called 'exhibition protection', i.e. a 6-month protection starting from the beginning of an Event as a result of the German Act on the Protection of Designs and Exhibits dated 18 March 1904 (Reich Gazette p. 141) and the German Trademark Law Reform Act dated 25 October 1994 (Federal Gazette p. 3082) only applies if the Federal Minister of Justice published such a notification for the specific Event in the Federal Gazette. By request a written certificate can be offered by the Organiser.
- 15.2 In the event of a proven breach of industrial property rights by the Participant, the Organiser shall be entitled to terminate the contract with immediate effect for an important reason.

16. House Authority, Smoking Ban

- 16.1 The Participant shall comply with the Organiser's house authority throughout the trade fairgrounds during the Event. The Participant shall follow the instructions of the Organiser's employees, who shall identify themselves by means of an official pass.
- 16.2 The length of stay on the trade fairgrounds for Participants and their employees or authorized representatives shall be limited to one hour before and after the daily opening hours of the particular Event.
- 16.3 Stands of other Participants may not be visited outside the daily opening times without the permission of the stand owner.
- 16.4 The Organiser reserves the right to enforce a general ban on smoking in all rooms accessible to members of the public and the Participants if this is ordered by legal or official regulations, or if the Organiser views such a regulation to be appropriate according to due discretion.

17. Violations of Duty by the Participant, Right to terminate the Contract, Contractual Penalty

- 17.1 Should the Exhibitor contravene the General Conditions of Participation, the Special Conditions of Participation or the Technical Guidelines, the Organiser is entitled, after prior warning, to impose a contract penalty of EUR 520.00 for each case of contravention. In cases of repetition, to impose a penalty of EUR 1040.00 where the Exhibitor is a merchant. The right of the Organiser according to these conditions to eliminate the contraventions in another manner at the expense of the Exhibitor or to close the stand remains notwithstanding intact.
- 17.2 The Organiser has the right to withdraw the use of supply points and conduction from the electricity network from any Exhibitor who is arrears with due payments and/or infringed against the General and Special Conditions of Participation particularly Advertising and Stand Activities. This also applies to arrears arising from previous events.
- 17.3 Culpable breaches of the duties and obligations of the Participant arising out of the contract or culpable breaches of the 'House Rules' entitle the Organiser to immediately terminate the

contract with immediate effect for an important reason if such breaches do not immediately cease after request.

- 17.4 If the contract is terminated for good cause, the Organiser shall be entitled to close down the Participant's stand immediately and request the Participant to dismantle the stand straightaway and vacate the stand space.
- 17.5 If the Participant does not dismantle the stand or clear the stand area on time, the Organiser shall be entitled to either personally dismantle the stand and/or clear the stand area or have this work carried out by third parties at the expense of the Participant.
- 17.6 The Participant shall be obliged to pay the due participation fee for the rest of the Event if the stand area cannot be hired or can only be hired for a consideration through exchange with the stand area of another Participant.
- 17.7 The contract condition in Section 7.2 applies analogously. The flat-rate fee for the redesign in such a case is 25% of the net participation fee, but at least EUR 400.00, unless the Participant proves that the Organiser did not incur any cost or incurred a much lower cost.
- 17.8 The Organiser shall be entitled to request the Participant to pay in every individual case a maximum contractual penalty of EUR 10,000, which is to be fixed by the Organiser according to his fair judgement and judicially revisable in the event of dispute, if the Participant culpably violates his obligations from

3.3	the exhibition of unpermitted items,
5	unauthorized transfer of stand space,
9.2	the stand construction,
9.4	non-removal of annoying objects,
9.6	the missing equipping or manning of the stand,
9.7	the stand design / equipping,
9.8	the premature stand dismantling and/or timely vacation,
10.7	the unauthorized approaching/interviewing of visitors,
10.8	the ban on political advertising,
13.2	breaches of the cleaning obligations,
15	the infringements of industrial property rights.

If the Organiser is also entitled to compensation on account of the culpable infringement of obligations by the Participant, the contractual penalty shall be offset against the compensation claim.

18. Liability and insurance

- 18.1 In the case of gross negligence, the Organiser shall only be liable for the actions of his legal representatives and managers, except in the case of material contractual obligations (cardinal obligations) or in the event of loss of life, physical injury or damage to health.
- 18.2 In the case of slight negligence, the Organiser shall only be liable for the violation of material contractual obligations or in the event of loss of life, physical injury or damage to health.
- 18.3 The Organiser shall only be liable, irrespective of the legal reason, for foreseeable damage which can typically be expected to arise.
- 18.4 In the case of slight negligence and except for cases of bodily injury, damage to health and death, the liability of the Organiser is limited to EUR 10,000.00.
- 18.5 The Organiser's liability without fault for already existing defects in accordance with § 536 a (1) of the German Civil Code (e.g. stand equipping) and for any subsequent losses of the Participant shall be expressly excluded.
- 18.6 For property damage, the Organiser shall only pay compensation at the current value, provided that written proof of the purchase cost is submitted.
- 18.7 If damage occurs during the Event, such must be immediately reported to the Organiser and if caused by a third party and/or deliberately also to the police.
- 18.8 A compensation for damage is excluded if a late damage reporting for which the Participant is responsible results in compensation payment being refused by the Organiser's insurance company or a third party liable for compensation payment.
- 18.9 The Participant shall be liable to the Organiser for the damage caused by the Participant himself, his employees, authorized representatives or exhibits and stand fittings.
- 18.10 If the Participant is an Event Organiser as defined by the German Ordinance on Places of Public Assembly as amended (Versammlungsstättenverordnung) he has the responsibility resulting from such. In this case, the Participant is obliged to indemnify the Organiser and his vicarious agents, regardless of their duties pursuant to Section 18.1 against all claims of recourse and fines due to their liability as operator.
- 18.11 The Organiser has not taken out any insurance cover for the Participant. The Organiser expressly points out the Participant's own insurance possibilities and that the Participant can obtain insurance cover on the basis of the skeleton contracts concluded by the Organiser. Further details can be found in the 'Insurance' form in the Service Documents.

19. Consolidation into a Lump Sum, Saving Clause, Statutory Limitation, Right of Retention

- 19.1 In all cases of lump-sum damages and fees, the right of the Organiser to prove a higher loss or cost to the Participant remains unaffected. The Participant is entitled to prove that no loss or cost was incurred or that a loss or cost much lower than the lump sum was incurred.
- 19.2 If one of the clauses of the General and Special Conditions of Participation is or becomes invalid or unenforceable, the validity of the contract and/or the other clauses of the Conditions shall not be affected. In such a case, the Organiser and the Participant undertake to agree on a valid and enforceable clause that is deemed applicable from the start and comes as close as possible to the purpose of the clause to be replaced. This analogously applies for the filling of any gaps.
- 19.3 The limitation period for claims against the Organiser shall be one year, unless they are due to gross negligence or intent on the part of the Organiser or the claims are subject to a statutory limitation period of more than three years. The period of limitation begins with the last day of the Event.
- 19.4 The Participant can only offset counter-claims that have become res judicata, are undisputed or acknowledged by the Organiser against the Organiser's claims. This provision shall also apply to rights of retention if the Participant is a registered trader, a legal person under public law or a special public asset. If the Participant does not belong to this group of persons, he shall be entitled to exercise a right of retention in so far as his counterclaim is based on the same contractual relationship.

20. Written Form, Place of Performance, Place of Jurisdiction, Applicable Law

- 20.1 All claims of the Participant against the Organiser must be asserted in writing. Changes and supplements to the Contract of Participation, the General Conditions of Participation and the Special Conditions of Participation including the written form requirement clause and all notices of termination of the contractual relationship must be made in writing to be effective.
- 20.2 The entire legal relationship between the Organiser, his employees and vicarious agents on one side and the Participant, his employees and vicarious agents on the other side is subject to the laws of the Federal Republic of Germany. The German texts of the contract conditions are solely decisive and legally binding.
- 20.3 For both contracting parties, the place of performance and place of jurisdiction (also for legal proceedings for dishonoured cheques or bills) shall be the domicile of the Organiser, provided the Participant is a registered trader, a legal person under public law or a special public asset, or if there is no general place of jurisdiction in Germany. However, the Organiser shall reserve the right to take legal action at the general place of jurisdiction of the Participant.

Data Protection / Data Security

1. Processing Purpose, Data Categories and Types

Messe Dortmund GmbH (hereinafter referred to as 'ORGANISER') processes the following personal data (hereinafter referred to as 'data') in compliance with Art. 6 (1) lit. b) of the General Data Protection Regulation (GDPR) for the purpose of processing purchase orders for services and initiating future business:

- a) First name and surname of the Customer's contact person,
- b) address of the Customer's contact person,
- c) telephone and fax number of the Customer's contact person,
- d) email address of the Customer's contact person.
- e) IP address

If a purchase order is placed by a third party for, and in the name of, the Customer, ORGANISER will process the following data in addition to the data mentioned in sentence 1:

- a) First name and surname of the third party's contact person,
- b) address of the third party's contact person,
- c) telephone and fax number of the third party's contact person,
- d) email address of the third party's contact person.
- e) IP address

2. Order processing

- a) The data mentioned in Clause 1 of this Data Protection Notice will also be processed by Westfalenhallen Unternehmensgruppe GmbH, Strobelaallee 45, 44139 Dortmund, Germany for invoicing purposes. Although invoicing will be done by Westfalenhallen Unternehmensgruppe GmbH, ORGANISER continues to be liable to the Customer for the lawfulness of data processing. ORGANISER concludes a separate order processing contract with Westfalenhallen Unternehmensgruppe GmbH, in which ORGANISER also secures itself the necessary rights of influence and control in respect of the processing and use of the data vis-à-vis Westfalenhallen Unternehmensgruppe GmbH.
- b) If the Customer orders one or several services for which ORGANISER only acts as an intermediary, the data mentioned in Clause 1 of this Data Protection Notice will be processed by the respective service partner for the purpose of rendering and invoicing the respective service. In such a case, the respective service partner will be responsible for the lawfulness of data processing. ORGANISER concludes a separate order processing contract with each service partner, in which the respective service partner also secures itself the necessary rights of influence and control in respect of the processing and use of the data vis-à-vis ORGANISER.
- c) The online purchase order system is maintained by ORGANISER. The data mentioned in Clause 1 of this Data Protection Notice will be stored on a server of infoteam GmbH Berlin, Königsberger Str. 14, 12207 Berlin, Germany. ORGANISER concludes a separate order processing contract with infoteam GmbH Berlin in which ORGANISER also secures itself the necessary rights of influence and control in respect of the processing and use of the data vis-à-vis infoteam GmbH Berlin.

3. Erasure, correction

ORGANISER will immediately erase the data mentioned in Clause 1 of this Data Protection Notice as soon as the data pursuant to Art. 5 (1) lit. e) of the GDPR will no longer be needed for the fulfilment of the purchase order and invoicing. That does not apply if an immediate erasure conflicts with, for example, statutory retention periods (cf. Art. 17 (3) of the GDPR and/or a further case under Art. 17 (3) of the GDPR and/or a new purpose justifies further processing. ORGANISER will erase incorrect and/or incomplete data or – if possible – rectify such without delay in accordance with Art. 5 (1) lit. d).

4. Customer's Rights

The Customer can demand from ORGANISER a confirmation concerning the data processing pursuant to Art. 15 (1) of the GDPR. The Customer can also demand from ORGANISER the immediate correction of incorrect data and the immediate completion of incomplete data for processing purposes pursuant to Art. 16 of the GDPR. The Customer can also demand from ORGANISER the immediate erasure of data pursuant to Art. 17 (1) of the GDPR provided that one of the cases mentioned in Art. 17 (1) of the GDPR applies. The Customer can demand from ORGANISER that it restricts the processing of the data mentioned in Clause 1 of this Data Protection Notice if one or several preconditions specified in Art. 18 (1) of the GDPR lit. a) to d) is/are fulfilled: The Customer shall have the right to receive the data mentioned in Clause 1 of this Data Protection Notice from ORGANISER in a structured, commonly-used and machine-readable format and also have the right to transmit such data to a different Controller without hindrance from ORGANISER pursuant to Art. 20 (1) of the GDPR.

5. Requirement of Data Provision, Consequences of Non-Provision

The provision of data mentioned in Clause 1 of this Data Protection Notice is required for contract conclusion. That means that a contract with ORGANISER via the OSC will not be concluded if the Customer fails to enter the entire, or part of, data mentioned in Clause 1 of this Data Protection Notice into the purchase order system.

6. Data Protection

ORGANISER uses an encryption method for secure transmission of the data mentioned in Clause 1 of this Data Protection Notice and obtained from the Internet. That means that communications between the Customer and ORGANISER's online purchase order system via a browser cannot be read by other Internet users.

7. Data Protection Officer

MD's Data Protection Officer is:
Christian Volkmer
Projekt 29 GmbH & Co. KG
Ostengasse 14
93047 Regensburg
Phone: +49 231/1204-368
Email: datenschutz@westfalahallen.de

8. Right of Appeal

Notwithstanding any other administrative or judicial remedy, the Customer has the right to file a complaint with the responsible supervisory authority if he or she is of the opinion that the processing of data mentioned in Clause 1 of this Data Protection Notice and concerning him or her violates the provisions of the GDPR."