

## General Terms and Conditions of Business for Bitkom Live Partners

### 1. Scope of application, Registration

(1) These General Terms and Conditions of Business apply on a supplementary basis to the Bitkom Live Partner Contract if the Bitkom Live Partner is granted an exhibition space at the event.

(2) The inclusion of sub-exhibitors or additionally represented companies requires approval. The Bitkom Live Partner shall be liable for compliance by the third party(-ies) with the requirements relating to the exhibitors.

### 2. Assigning space

Bitkom Services shall assign the Bitkom Live Partner a place at the event in terms of theme and location and inform the Bitkom Live Partner of the placement in good time before the event. Preferred placements of the Bitkom Live Partner will be taken into account as far as possible. However, the conclusion of the Bitkom Live Partner Contract does not give rise to an entitlement to a specific exhibition place at the event. Requests to exclude competitors cannot be taken into consideration.

### 3. Stand design/operation

(1) The scope of the performance with regard to the exhibition space, possible equipment and services is provided for in the Bitkom Live Partner Contract.

(2) The Bitkom Live Partner must complete the preparation of the provided exhibition space by the time the event is opened. The space must be returned in the condition in which it was handed over.

(3) For stands which are provided by Bitkom Services, the following applies: no structural/design alterations may be made to the stands, including the equipment/fittings (affixing posters, painting, etc.). If needed, installation work can be performed by Bitkom Services or by the stand construction company engaged by it based on a separate order, but in any event only after prior consultation with Bitkom Services.

(4) The Bitkom Live Partner must send its own items to the stand at its own expense, install them there appropriately and professionally and dismantle and collect them within the time limit specified in the Bitkom Live Partner Contract.

(5) If the Bitkom Live Partner Contract is terminated early, the stand may only be dismantled after the end of the event.

(6) The exhibition space assigned to the Bitkom Live Partner must be properly filled with exhibition goods and run by competent personnel throughout the duration of the event, during the opening hours agreed in the Bitkom Live Partner Contract.

### 4. Use of the stand

(1) In particular, presentations, consultations, surveys, distribution of information or advertising measures may only be carried out in the allocated exhibition space and must be arranged such that no visual or acoustic nuisance for the neighbouring stands or obstructions to the stand space or aisles are created.

(2) In the event of a violation of these rules, Bitkom Services shall have the right to prohibit the measures, and if a violation is repeated it will be able to terminate the Bitkom Live Partner Contract without notice.

(3) Bitkom Services shall have the right to remove exhibition goods from the exhibition space or have them removed if their display is at odds with the event programme or violates competition law requirements or protective rights of third parties. Price information and references to suppliers and sold exhibition goods are not permitted. Over-the-counter sales and retail of goods and services are not permitted during the event. The right to conclude contracts at the event is not affected by this, provided that the handover of the goods or the provision of the services and payment for them (in whatever form) occur after the end of the event.

## **5. Liability**

(1) The Bitkom Live Partner must take out appropriate liability insurance for body injury and property damage for the term of the event and provide proof thereof to Bitkom Services at its request. If, during the term of the Bitkom Live Partner Contract, damage occurs to the items provided by Bitkom Services, the Bitkom Live Partner shall be liable for the costs of restoring the condition that existed upon the beginning of the contractual relationship.

(2) Bitkom Services does not accept any liability for loss of exhibition goods, personal items, technical equipment or other items brought along by the Bitkom Live Partner, unless Bitkom Services caused it intentionally or due to gross negligence. Bitkom Services therefore recommends that the exhibitor take out its own insurance for the items brought along by it.

Berlin, November 2019