



Special Exhibiting Conditions

of TOUCHING INNOVATIONS 2019



TOUCHING INNOVATIONS

1. **Event**

TOUCHING INNOVATIONS 2019

2. **Organizer**

TheSmarterAgency GmbH i.G.

Berliner Str. 123-125

13187 Berlin

Germany

3. **Date and venue**

14. – 15. February 2019

Telekom Hauptstadtrepräsentanz, Französische Str. 33 a-c, 10117 Berlin

4. **Construction and dismantling times**

Set-up: Wednesday, 13 February 2019, 15:00 - 19:30 hrs

Disassembly: Friday, 15 February 2019, 18.00 - 21:30 hrs

5. **Registration/admission/confirmation - cancellation/cancellation fee**

Registration is made by returning the legally signed registration/order form.

The participant makes a copy for his documents. If all admission requirements are fulfilled, the participant will receive a written order confirmation from the organizer.

Deadline for registration:

Please note the schedule information on the event website

www.touchinginnovations.com.

After approval/written confirmation by the organizer, the participant may not withdraw from the contract outside the statutory provisions and the following regulations. If the **participant cancels his participation** after this time or declares **withdrawal or termination of the contract**, he must bear the price for the entire or pro rata booking (see cancellation fees in the following paragraph) and the incidental costs incurred by the organizer up to this time. To avert dangers and for technical or safety-related reasons, the participant



may not permit or prohibit an exhibit planned by the participant or a planned demonstration or speaker or pitch slot, even at short notice. In this case a withdrawal of the participant is excluded, and the participant is responsible for the redesign or conversion of his booked service in consultation with the organizer. Goods that are not permitted can be removed by the organizer at the participant's expense without further warning.

Please note the applicable **cancellation fees**:

- Six to three months before the start of the event in accordance with point 04: Cancellation fees amounting to 50% of the costs for booked services
- up to three months before the start of the event in accordance with point 04: Cancellation fees amounting to 66 % of the costs for booked services
- up to seven days before the start of the event in accordance with point 04: Cancellation fees amounting to 75 % of the costs for booked services
- from the start of construction according to point 04: Cancellation fees amounting to 100 % of the costs for booked services

Admission requirements

All domestic and foreign manufacturers and companies authorised by a manufacturer to exhibit its products as well as domestic and foreign start-ups, speakers, pitchers, corporates, investors and, if applicable, others are admitted. There is no right to admission. Admission is granted by the organizer in writing by signing/sending an order confirmation. The contract shall only be deemed to be binding upon this confirmation. However, the organizer is entitled to revoke the admission if the conditions for admission are not met or are no longer met. If the participant deviates from the information in the registration without the organizer's written consent, the organizer can also exclude the participant from participation at short notice, without observing any deadlines. Compensation claims of the participant against the organizer cannot be derived from this.

6. Participation fees

Prices are net prices. The respective fee can be found on the valid registration form.

7. Special feature at TOUCHING INNOVATIONS 2019

Every exhibitor, pitcher and speaker at TOUCHING INNOVATIONS 2019 will receive a free ticket: 1 All-Areas-All-Days ticket for all event areas including all speakers, pitches and the EXPO - valid for both event days.



8. **Co-exhibitor/ additionally represented company**

The admission of a co-exhibitor/an additionally represented company must be notified in writing together with the application, stating the complete address and contact person. A surcharge of 50% must be paid for the co-exhibitor.

9. **Two-storey exhibition stands**

For safety reasons, two-storey exhibition stands are not permitted.

10. **Stand or exhibition space**

The minimum size of an exhibition area is 4m². At the end of the booking period, however, the total area will be fairly distributed among the exhibitors.

11. **Design and equipment**

Decoration material used by the participant must be flame-resistant and otherwise comply with police regulations. The participant is liable for any damage to walls and floors or changes to the rented areas by himself, his personnel and his representatives. Any resulting compensation costs will be invoiced separately. The commissioned design companies, unless they are design companies of their own company, are to be notified to the organizer. If necessary, local companies must be taken into account. The inside design of the halls or building may not be changed by the participants. Pillars, wall projections, fire extinguishers, partitions, distribution boxes and other technical equipment are part of the allocated areas.

12. **Assembly and dismantling (EXPO)**

The areas of the companies which are not occupied at the end of the construction period or for which there is no indication of a later arrival will be equipped with back and side walls at the exhibitor's expense on behalf of the organizer and decorated, designed or otherwise allocated in the sense of a representative overall picture. In this case, the fee must be paid in full by the participant. The organizer is in no case liable for damages caused by the late or non-delivery of the registration/order form by the participant/exhibitor. In case of dismantling before the end of the event on the last day of the fair, the organizer is entitled to charge a contractual penalty of € 500.00 plus VAT.

13. **Passes**

The passes are issued on site in the accreditation or entrance area. Please pay attention to the signs on site.

14. **Participant directory**

The organizer publishes a list of participants or the exhibitors, speakers and pitchers on the event website or on the Internet. The mandatory entry contains a basic entry in the respective alphabetical directory. The participant may also be mentioned in social media channels. The prerequisite is that the registration is received on time. Further entries with costs are possible.

15. **Animals** are not allowed at the event. Exceptions: Guide dogs, service dogs.

16. **Photography**



The organizer is entitled to have authorized personnel make drawings, film recordings and photographs of exhibition stands and/or exhibition areas, speakers, pitchers and exhibited objects that can be used commercially for advertising purposes. The participant waives all objections arising from ownership and usage rights. Persons other than those commissioned by the organizer require the organizer's express written permission for recordings of any kind.

17. **Technical facilities**

Applications for electricity, water, compressed air, telephone etc. can only be considered if the organizer receives the orders in writing. Sufficient general lighting is provided. However, the exhibitor may have additional electrical cables installed at his expense. The calculation of these lines is based on the connection point closest to the stand in question. The installation of the supply lines may only be entrusted to contractors approved by the organizer or host. Electricity, water and gas consumption within the exhibition area will be charged to the exhibitor in the event of excessive use (25% above the average for exhibitors). The organizer accepts no liability for damage resulting from technical malfunctions caused by fluctuations in performance, power outages or force majeure or from the power supply being interrupted at the request of the fire brigade, police or municipal utilities.

18. **Terms of payment**

All prices and all other charges are net prices, in addition to which the value added tax is shown in the respective legal amount and must be paid. All invoices are due for payment 14 days after receipt. If the recipient does not meet his payment obligation within 30 days of receipt of invoice, he is also in default without a reminder. Upon default, the organizer is entitled to charge default interest at the statutory rate. In case of an ongoing delay despite a reminder, the organizer reserves the right to terminate the contractual relationship with immediate effect. Please note that an express service surcharge of 25% will be charged for orders placed one week or more prior to the start of the event due to the additional logistical and technical effort involved.

19. **Advertising**

Active advertising outside the rented exhibition area is not permitted. The trade fair/exhibition management reserves the right to take immediate action in the event of infringements. In this case, it may terminate contracts already concluded with the exhibitor for subsequent events for good cause, because essential prerequisites for the fulfilment of the contract are no longer given.

20. **Accident prevention**

The participant is obliged to attach protective devices to his exhibited machines, apparatus, devices and other exhibits which comply with the



accident prevention regulations of the employers' liability insurance association. The participant shall be liable for all personal injury or material damage caused by or as a result of the operation of machines, apparatus, systems, etc. exhibited. Fire extinguishing equipment and information signs may not be removed from their location, added or delivered, and emergency exits may not be added or delivered by exhibition stands or exhibits.

21. **Cleaning**

The cleaning of the generally accessible event area and the rooms is carried out by the organizer. The participant is obliged to clean the exhibition area rented by him. Packaging material and the like may not be stored at the event location.

22. **Insurance and security**

The participant is liable for all personal injury or material damage caused by his operation. The organizer assumes no liability for fire damage, burglary and theft, tap water and weather damage. The organizer therefore strongly recommends taking out exhibition insurance.

23. **GEMA**

In the following cases, TN must contact GEMA: when using live music, music from tape, vinyl, cassette, CD or DVD, when screening sound films or videos with music or if exhibitors belong to an AV or TV medium. GEMA, P.O. Box 10 17 53, 70015 Stuttgart, Germany, Phone (0711) 22 52 6, Fax (0711) 22 52 8 00.

24. **Data protection**

The information you provide will be collected and stored in the organizer's database. The organizer uses your data including your company details for the realization of the event. The organizer will only pass on your personal data to third parties if this is necessary for the fulfilment of the contract between you and the organizer. Your address, e-mail address and company details will be used to inform you about events by post or e-mail. You are entitled at any time to object to the use of your data for advertising purposes.

25. **Domiciliary rights**

The organizer exercises the house right on the event area and in the event premises. The instructions of the event management and/or the organizer, their employees and folders are to be followed.

26. **Acceptance of the event conditions and house rules**

By registering to participate in the event, the participant accepts these "Special Conditions of Participation", the "General Guidelines for Participation" and the "House Rules/Special Terms of Use of Deutsche Telekom AG Hauptstadtrepräsentanz" as binding for himself and his representatives. In case of violation, the organizer is entitled to eliminate the interference at the expense of the participant concerned and to close the stand or cancel the speaker/pitcher slot without compensation..



27. Statute of limitation

All contractual and pre-contractual claims of the participant against the organizer expire within six months. The limitation period begins on the working day following the end of the event.

28. Place of performance and jurisdiction is Berlin. German law applies.

29. Severability Clause

Any invalidity of any of the above provisions shall not affect the validity of the remaining "Special Conditions of Participation" and of the entire contract. In the event that one of the aforementioned conditions is invalid, the one that comes closest to its economic purpose shall be deemed to have been agreed in its place.