

# General Terms and Conditions for Exhibitors

## 1. Scope of the Agreement

- a. This **Agreement** determines the rights and obligations of both parties relating to the event, the **LEGAL ®EVOLUTION Expo & Congress** at the **Venue** during the **Event period** ("**Conference**"). For this purpose, the **Organizer** shall, among other things, lease to the **Exhibitor** an exhibition space to be determined.

- b. Information and definitions about the **Conference** :

"Venue"	Kongresshaus Kap Europa, Osloer Str. 5, 60327 Frankfurt am Main (" <b>Kap Europa</b> ")
"Event period"	4 December 2019, 8:30 a. m. - 7:00 p. m. (" <b>first day of the Conference</b> ") 5 December 2019, 8:30 a. m. - 4:00 p. m. (" <b>second day of the Conference</b> ")
"Construction and dismantling times"	Construction 3 December 2019, 07:00 a.m. - 10:00 p. m. Dismantling 5 December 2019, 4:30 p. m. - 10:00 p. m.

## 2. Assignment of Exhibition Space

- a. The allocation of **Exhibitor** space shall be made by the **Organizer** subject to the approval of **Kap Europa**. Special wishes of the **Exhibitor** will be considered at the discretion of the **Organizer**.
- b. Exhibition space which has not been claimed by 10:00 a.m. on the **first day of the Conference** without first agreeing with the **Organizer**, may be used by the **Organizer** for its own purposes. The purchase price will not be refunded should this occur.
- c. Should the **Exhibitor** wish to receive additional services, which are not accounted for in the **Exhibition Options**, it may engage the recommended or another stand builder at its own cost for this purpose.
- d. The **Exhibitor** may, at its own cost, construct a customized booth in its allocated exhibition space instead of using the standard booth provided by the **Organizer** ("**Custom Stand**"). In this case, health and safety regulations should be discussed directly with **Kap Europa**.
- e. **Custom Stands** must, at the latest, be constructed and ready for use by the start of the **first day of the conference**.

## 3. Use of Exhibition Space / Promotional Materials / Removal of Materials

- a. Subletting and other transfer of use to third parties are only permitted if the parties have agreed on a **Community Stand** (see **Exhibition Options**).

- b. As long as there is no express written permission from the **Organizer**, the **Exhibitor** may only exhibit and advertise their own products and services, unless the **Exhibitor** is the sole sales agent for the product and service.
- c. When exhibiting, all solicitation, demonstration or other promotional activities must be confined to the limits of the exhibition space assigned. The **Exhibitor's** promotional materials should not interfere with the presentation or exhibition of any other **Exhibitor**. Additionally, the **Exhibitor** must comply with all patent, trademark, copyright, or other intellectual property laws.
- d. It is the responsibility of the **Exhibitor** to have its materials packed, identified, and cleared for shipment by the end of the **second day of the Conference**. The **Organizer** will not be held responsible for any items left behind.
- e. The **Exhibitor** shall care for and keep the exhibition space in good order. The **Exhibitor** may not place anything in the exhibition common areas.

#### 4. Compliance

- a. The **Exhibitor** agrees to comply with all applicable legal and contractual provisions. The **Exhibitor** specifically agrees to comply with all pertinent laws concerning fire, safety and health as well as the rules and regulations of the operators and/or owners of the property where the **Conference** is held.
- b. The **Organizer** reserves the right to regulate any activity on the part of the **Exhibitor** that may unreasonably disturb or annoy other exhibitors or visitors to the exhibition. Such annoyances include, among other things, excessive noise from working exhibits or sound equipment.

#### 5. Limitation of Liability

- a. The **Organizer** shall not be liable for damages caused by the **Exhibitor** or the **Exhibitor's** agents. To this end, the **Exhibitor** agrees to indemnify the **Organizer** and holds him harmless against all claims brought against the **Organizer** for such damages.
- b. The **Organizer** assumes no responsibility for ensuring that announced speakers, panelists, moderators, workshop instructors, coaches, etc. appear at the **Conference**.
- c. The **Organizer** shall not be liable for the fulfillment of this **Agreement** for non-performance if such non-performance is due to any of the following causes including but not limited to: damage caused by fire, act of God, act of terrorism, war, insurrections, strikes, the authority of the law, or for any cause beyond the **Organizer's** control. In the event the **Conference** does not take place for any of the above reasons, the **Organizer** will apply whatever price has been paid to the price of the next scheduled LEGAL ®EVOLUTION event.

#### 6. Miscellaneous Provisions

- a. This **Agreement** shall also become effective when one Party submits a signed digital version (e.g., in PDF format) electronically (e.g., by email) to the other party and the latter signs a print-out and returns it electronically to the first Party.
- b. This **Agreement** is governed by German law. The place of jurisdiction is Frankfurt am Main (Germany).

- c. If one or more provisions of this **Agreement** are deemed to be invalid, void, or unenforceable, this will not affect the validity of the remaining provisions of this **Agreement**, which shall remain enforceable to the fullest extent permitted by the law.
- d. Nothing in this **Agreement** is intended or shall be construed to give any person, other than the **Exhibitor** and the **Organizer**, any legal or equitable right, remedy, or claim under this **Agreement**.
- e. Individual-related data the **Exhibitor** provides the **Organizer** during the registration process will be saved in accordance with the EU Data Protection Directive, with the German Federal Data Protection Act (Bundesdatenschutzgesetz) and with the German Telemedia Act (Telemediengesetz der Bundesrepublik Deutschland) in an automated procedure.
- f. The **Organizer** may make recordings of lectures or other speaking opportunities, presentations, handouts etc. made by the **Exhibitor**, its employees or contractors. The **Organizer** or its affiliates may publish these for marketing or any other purpose. This is especially true for online platforms such as The LEGAL ®EVOLUTIONary and similar media, whether they exist now or in the future.

The **Exhibitor** agrees that the **Organizer** may edit and publish any pictures or video recordings made during the **Conference** for documentary and marketing purposes. The **Exhibitor** renounces all claims arising from copy right.

Individual-related data and company-related data will be especially used by the **Organizer** for

- The execution of business processes with the **Exhibitor**
- The delivery of offerings accompanying the event by the **Organizer** himself or by Service Providers commissioned for this purpose
- Information before and after the **Conference**
- Communication via email and contact for promotional purposes
- Transmission and actualization of exhibitor portfolio and transmission of selected data to individual service providers for contractual fulfilment
- The compilation of personalized tickets