

# Conditions of Participation

## Special Section



spoga+gafa 2011  
The garden trade fair  
4th to 6th September 2011

### 1 Organiser, event, venue and dates, visitor admission

#### 1.1 Title

The spoga+gafa 2011 is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany.

The event will be held at the Cologne Exhibition Centre from Sunday, 04.09.2011 to Tuesday, 06.09.2011.

#### 1.2 Opening times

For exhibitors: Sunday, 04.09.2011 from 09:00 a.m. to 08:00 p.m.  
Monday, 05.09.2011 from 09:00 a.m. to 08:00 p.m.  
Tuesday, 06.09.2011 from 09:00 a.m. to 07:00 p.m.

For visitors: Sunday, 04.09.2011 from 10:00 a.m. to 07:00 p.m.  
Monday, 05.09.2011 from 10:00 a.m. to 07:00 p.m.  
Tuesday, 06.09.2011 from 10:00 a.m. to 06:00 p.m.

#### 1.3 Stand construction and dismantling

Stand construction may begin at 08:00 a.m. on Monday, 29.08.2011. Construction must be completed by no later than 06:00 p.m. on Saturday, 03.09.2011. The aisles must be completely cleared by this time. Dismantling of the exhibition stand and the goods presentation may not begin before the end of the event at 06:00 p.m. on 06.09.2011. Admission for dismantling personnel from: 06:00 p.m. Trucks will be permitted to enter from: 08:00 p.m. Dismantling of all stands and exhibits must be finished by 06:00 p.m. on Wednesday, 08.09.2011.

Advanced stand construction is not possible.

#### 1.4 Visitor admission

spoga+gafa 2011 is a trade fair. Only trade visitors are admitted.

### 2 Eligibility to participate

#### 2.1 Exhibitors

Only manufacturers that are entered in the Commercial Register or in the Handicrafts Register are permitted to participate at spoga+gafa. Such producers must exhibit products that correspond to the focus of the event (see the List of Products). You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company. You can exhibit for the companies you represent as a trade representative, sales company, association and importer insofar as the goods exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits. Koelnmesse also requires that proof of the nature of the manufacturer's business or of the activities as the manufacturer's sales company or importer be submitted in appropriate form on demand. Decisions on company admissions, eligible products and the location of exhibitor stands will be made by Koelnmesse. In the event of a rejection, you will receive a separate letter. All exhibited products and services must correspond to the focus of the event. See the accompanying List of Products, Form 1.30. The products must be new ex-works. Products and services that do not correspond to the List of Products and used products may not be exhibited or offered.

#### 2.2 Co-exhibitors

The participation of co-exhibitors and / or additionally represented companies at spoga+gafa is possible. A special application and an acceptance by the organiser are required for the use of the stand area by a co exhibitor (see Item V of the General Section of the Conditions of Participation).

### 3 Participation fee and other costs

#### 3.1 Participation fee:

Renting a stand area costs with registration up until 14.10.2010:  
up to 250 m<sup>2</sup> €142.00 for each m<sup>2</sup>  
from the 251st m<sup>2</sup> €133.00 for each additional m<sup>2</sup>  
from the 501st m<sup>2</sup> €128.00 for each additional m<sup>2</sup>.  
With registration after the 14.10.2010 renting a stand area costs €146,00 per m<sup>2</sup> floor area.

**Separate conditions are valid for the area "garden unique" of spoga+gafa.**

The participation fee does not include the provision of stand partition walls or other special construction elements.

The participation fee covers the rental of exhibition space for the entire duration of the fair, including the stipulated construction and dismantling periods; a specific number of exhibitor and work passes — see Item 5.1; the use of all technical and service facilities in the trade fair halls; advice by Koelnmesse experts on organization, advertising and public relations work for your participation; complimentary advertising materials for attracting customers to your firm; rooms for press conferences; and press contact services.

For two-storey exhibition stands, the actual allotted area in the upper storey following the technical inspection is calculated at 50 % of the price per m<sup>2</sup> of floor area.

The participation fee will be calculated according to the dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not provide grounds for a reduction in the participation fee.

#### 3.2 Visitor Promotion Package

Koelnmesse will provide each main exhibitor and group organizer (registration with order forms 1.10 or 1.12) with an adequate number of ticket vouchers (minimum 500 p.) for customer invitations as part of the Visitor Promotion Package. The ticket vouchers require registration. The mandatory contribution for each exhibitor (main exhibitor, group participants) is €359.00. The costs of the Visitor Promotion Package will be charged with the stand rental invoice. A separate order form will be mailed at a later date. Ticket vouchers may not be resold.

#### 3.3 AUMA fee

The Association of the German Trade Fair Industry (Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e.V. — AUMA) charges you a fee of €0.60 per m<sup>2</sup> of exhibition space for representing your interests. Koelnmesse will calculate and collect the fees in the name of, and on the account of, AUMA. More detailed information is available at [www.auma-messen.de](http://www.auma-messen.de).

#### 3.4 Energy costs

Exhibitors will be charged a proportional flat-rate energy fee of €6.50 per m<sup>2</sup> of occupied stand area.

### 3.5 Down payment for services

Koelnmesse and/or Koelnmesse Service are entitled to collect an adequate down payment for the services provided at an event — e.g., electricity and water supplies, media services etc. The amount of the down payment for services is based on the services invoiced at the previous event. For exhibitors that did not take part in the previous event (spoga 2009, spoga+gafa 2010), the down payment amounts to €704.00. Following the event, a separate invoice will be drawn up for the services provided; the down payment will be credited to this amount. Invoice amounts are payable immediately upon receipt. If the down payment exceeds the amount charged for services provided, the excess amount will be paid back to the exhibitor. Exhibitors are not entitled to have interest paid on their down payment.

### 3.6 Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Section of the Conditions of Participation/Item 2.2 of these conditions), a co-exhibitor fee of €275.00 per company will be charged. The price of the Media Package is not included in this fee (see Item 7). The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

### 3.7 Catalogue

Entry in the Media Package is obligatory and costs €299.00 (see Item 7).

### 3.8 VAT

All prices given are net prices. The statutory VAT will be charged separately where applicable.

### 3.9 Reimbursement of VAT

Foreign exhibitors (proprietors) may receive a refund of the VAT paid with the invoice as long as they fulfil the legal requirements.

**3.9.1** Foreign proprietors from the EU may submit their refund applications to the Bundeszentralamt für Steuern only via the online site provided for this purpose in their respective countries.

**3.9.2** Foreign proprietors from non-EU countries may use the VAT reimbursement service (subject to a fee) offered by Koelnmesse Service GmbH. For information and to order this service, go to the Koelnmesse Service Portal: Marketing Services → VAT refund.

### 3.10 Costs in the event of non-participation

#### 3.10.1 Prior to receipt of acceptance / stand area confirmation

If you withdraw your application to participate before you receive the acceptance/stand area confirmation, you will have to pay a fee of €500.00.

#### 3.10.2 After receipt of acceptance / stand area confirmation

You cannot normally withdraw from the contract after you have received the admission / stand area confirmation. The regulations contained in Item II of the General Section of the Conditions of Participation apply. In the event of non-participation, companies that have registered for a trade fair must pay compensation. Provided the reserved stand area can be rented to a third party, this compensation amounts to 25% of the participation fee subject, however, to the minimum fee specified in Item 3.10.1.

**3.10.2.1** If you have also ordered stand construction services from Koelnmesse Service, you may cancel the stand construction order only if you do so no later than six weeks before the stand construction period officially begins. The date on which Koelnmesse Service receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse Service is entitled to charge a flat-rate fee for the costs incurred. These costs amount to 30% of the agreed fee in the event of a cancellation within 4–6 weeks prior to the start of construction, 50% of the agreed fee in the event of a cancellation within 2–4 weeks prior to the start of construction, and 100% of the agreed fee in the event of a cancellation at a later time or during the construction of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

**3.10.2.2** In a case where the stand construction has been ordered independently of the registration of a stand area, the provisions of the corresponding order form of Koelnmesse Service, Form S.12, shall apply in the event of a cancellation of this order.

**3.10.3** You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the amount charged.

## 4 Stand sizes and construction

### 4.1 Stand size

The minimum stand size is 9 m<sup>2</sup>.

Please note that hall pillars and other fixed construction elements may be present in the rented stand area. Minor deviations from the requested stand size do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

Trade fair partition walls for separating the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee using Form S.10.

This fee does not include stand construction.

Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

### 4.2 Responsibility

Stand construction and design must adhere to all regulations that are valid in Germany (including the regulations of the Sonderbauverordnung, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators, and signwriters and to all persons, in as far as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction and design of the stand.

The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction personnel and other persons working on their behalf to ensure that they adhere to the regulations.

### 4.3 Maximum stand height

The maximum permissible stand height is set at 3 m, insofar as this is permitted by the hall ceiling and any fixed structures that may be present. As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for one-storey stands that do not exceed the permitted height. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required. Plans must be submitted in duplicate for approval by Koelnmesse in good time before the work is carried out, and at least 6 weeks before the event commences. These documents, which can be scrutinized, consist of ground plans, views and design cross sections with all measurements.

#### 4.4 Notice of approval

Stand construction may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately.

There is no obligation on the part of Koelnmesse to ensure the observance of other provisions.

Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to issue the notice of approval. You have been informed of the fact that in exceptional cases — at your request and on your account — the stand construction documents must be submitted to the responsible authorities for scrutiny. Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be responded to immediately. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

#### 4.5 Form of stand

The following terms are used for the stand forms:

Terrace stand:	one side open
Corner stand:	two sides open
Two-corner stand:	three sides open
Island stand:	four sides open.

Deviations from the requested stand shape do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

#### 4.6 Construction and design of the stands

The stand must be constructed to comply with the form of the stand confirmed.

The arrangement of the stand is left to the exhibitor but should be appropriate for the event in question.

The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand space.

Banners and company signs are not permitted to encroach into the aisles. Koelnmesse Service also offers a completely outfitted turnkey stand system. Orders can be placed at [www.koelnmesse-service-portal.de](http://www.koelnmesse-service-portal.de) (KSP).

## 5 Exhibitor and work passes

### 5.1 Receipt of the passes

Each exhibitor receives free of charge and valid for the period from the first day on which construction work begins to the final day of dismantling:

- 2 exhibitor passes for a stand of up to 10 m<sup>2</sup>
- One additional pass for each additional 10 m<sup>2</sup> or part thereof, up to a stand size of 100 m<sup>2</sup>; and one additional pass for each additional 20 m<sup>2</sup> or part thereof.

The passes are sent together with the invoice for your stand. If more exhibitor passes are needed for stand personnel, they can be requested from the Koelnmesse Sales Service Centre for a fee (Order Form Z.01).

You will also receive free passes that allow your company's personnel access to the fair grounds during the construction and dismantling periods: These passes are only valid up to the start and after the end of the event. They do not entitle the holders to enter the grounds during the event. These passes will also be sent together with the invoice for your stand rental fee.

Non-company stand designers require a special permit to undertake construction work in the halls.

All passes are for specific individuals and are non-transferable.

### 5.2 Exchange and return of passes

If stand personnel change during the event, you can exchange a used exhibitor pass (i.e. one bearing a name) one time and free of charge for a new pass. The passes are issued in the Exhibitor Services office.

Exhibitor and work passes that were paid for but not used can be returned to Koelnmesse until the last day of the trade fair for a refund of the fee.

Transferring a pass to a third party — whether sold or given free of charge — is not permitted and represents a severe violation of the Conditions of Participation, in accordance with Item VI of the General Section of the Conditions of Participation.

## 6 Rules on selling

In view of the specialist nature of the event, direct sales of exhibits or samples from the booths are not permitted. Furthermore, exhibits may not carry a price tag.

This regulation does not apply to printed matter such as trade publications and specialist journals.

Koelnmesse has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse also has the right to immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

## 7 Media Package

### 7.1 Elements of the Media Package

Koelnmesse offers its exhibitors a Media Package for its events.

The Media Package consists of the following elements:

- One entry in the alphabetical List of Exhibitors (Print Catalogue)
- 2 Entries in the product group list (Print Catalogue)
- Entry in the Online Catalogue with company name, address, stand location, website and e-mail address, and all product groups you indicated in Form 1.30
- Entry and activation for spoga+gafa Online Matchmaking with all of the product groups you indicated in Form 1.30
- Activation for the spoga+gafa Online Schedule Planner
- Entry in the Online Route Planner
- One entry and image in the Mobile Catalogue with company name, address, stand location, website and e-mail address and all of the product groups you marked in Form 1.30

The Print Catalogue includes an alphabetical list of companies, a list of products and advertisements. The Print Catalogue is therefore an important, up-to-date reference work for all interested trade representatives that remains useful even after the event has come to a close.

### 7.2 Costs for inclusion in the Media Package

Each participating company, co-exhibitor and additionally represented company must be listed in all of the directories of the Media Package. A fee of €299.00 is charged for this service.

Once you have registered for the trade fair, you will receive a brochure containing all the order forms for the Media Package from our official contract partner Neureuter Fair Media.

If the exhibitor fails to submit Order Form 2.10 before the deadline, entries in the Media Package are based on the information given in Form 1.10 or Form 1.20/1.21 and are subject to a fee. Late submissions will be included in the supplement to the catalogue at the exhibitor's expense.

### 7.3 Responsibility/release of Koelnmesse from liability

Koelnmesse Service GmbH, Messeplatz 1, 50679 Köln, Germany, has been commissioned to create the Media Package. In turn, the company is authorised to assign the production of the catalogue and the publishing of the advertisements to a third party company.

Activities related to the production of the catalogue and the advertisements are the responsibility of

Neureuter Fair Media

Westendstr. 1, 45143 Essen

Germany

Telephone: +49 201 36547–303

Telefax: +49 201 36547–325

koelnmesse@neureuter.de

Customers are responsible for the content of their advertisements and entries and are liable for any damages related thereto. Koelnmesse is not liable for printing errors, incorrect placement, mistakes and other gaps or faults in the printing.

## 8 Commercial property rights

**8.1** Koelnmesse does not want any exhibitors who in the process of producing, disseminating, selling, owning or advertising their products violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense.

If a final court decision has determined *res judicata* that an exhibitor in connection with one of Koelnmesse's events has violated laws of the kind mentioned in paragraph 1, Koelnmesse is entitled to bar that exhibitor from the next event of this kind after the *res judicata* court decision if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

**8.2** You will find more detailed information in the No Copy! brochure.

## 9 Non-permissible advertising/violations of the Conditions of Participation

In order to ensure that the overall character of the event is safeguarded and the exhibitors and visitors are protected from irritating or illegal activities, in particular the following advertising measures are forbidden:

- Exceeding the binding specified booth height
- Advertising activities outside the rented stand area without the prior written permission of Koelnmesse
- Advertising of an ideological or political nature

The exhibitor bears responsibility for the legality of competitions, raffles etc. In the event of severe violations of the Conditions of Participation, Koelnmesse may immediately close your stand and clear it without resorting to legal assistance. Claims of all kinds — especially claims for damages — are excluded in this case.

## 10 "Infoscout" — Information service for visitors

The information about your company that you submitted on Forms 1.10 to 1.30 will be made available at the information stands in the halls for interested visitors during the event. Furthermore, with Koelnmesse's electronic information system Infoscout you can publish vacancies for trade representatives.

You can use Form Z.03 to specify this offer according to products, countries or regions. Exhibitors and visitors can use Infoscout free of charge.

## 11 Requirement for a written document

All explanations must be specified in writing.

## 12 Severability clause

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions. Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

## 13 General Section of the Conditions of Participation, Technical Guidelines

The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.