

01 – 03 December 2022 | Accra International Conference Centre – Grand Arena | Accra

Costs of your trade fair participation

Exhibition space

Space only - no stand construction included.

You need our written approval for the set-up of your stand. Please send us a drawing of your exhibition stand for our authorisation.

No electricity included – a minimum of 1kW 220V will be invoiced automatically for each booking / pavilion if no stand construction is ordered.

row space - one side open	EUR 330/ m ²	min. 9 m ²
corner space - two sides open	EUR 345/ m ²	min. 12 m ²
head space - three sides open	EUR 355/ m ²	min. 18 m ²
block space - four sides open	EUR 365/ m ²	min. 24 m ²
outdoor space	EUR 185/ m ²	min. 24 m ²

Early booking discount – available until 01 June 2022

EUR 15/m² discount

Stand construction

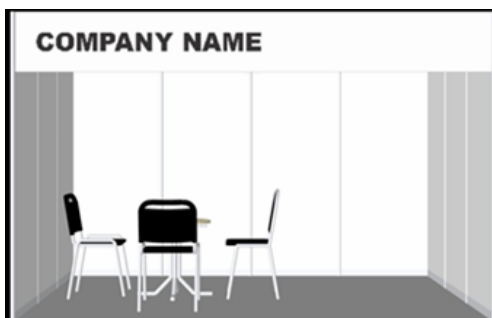
modular stand construction EUR 50/ m²

Not available for outdoor space

9m² stand package includes:

- ✓ 1 table – 3 chairs – 1 waste bin
- ✓ 1kW 220V alternating current – 1 socket – 3 spotlights
- ✓ wall panels 2.5m – fascia with company name
- ✓ carpet

For your calculation: 9 m² row stand incl. stand construction



row stand (one side open)	9,0 m ²	x	330,00€	=	2.970,00€
stand construction	9,0 m ²	x	50,00 €	=	450,00 €
early booking discount	9,0 m ²	x	15,00 €	=	-135,00 €
registration fee	1	x	395,00 €	=	395,00 €
presentation on exportal	1	x	345,00 €	=	345,00 €
total				=	3.890,00 €

Obligatory fees for main exhibitor and each co-exhibitor

registration fee	EUR 395
Exhibitor's presentation on exportal	EUR 345

To officially register for the show please use your personal log-in to the [fairtrade Online Shop](#).

If you don't have your personal log-in yet, join the Online Shop through the self-sign-on process [here](#). If the right show is not visible, please send us a short mail.

With the registration you accept all points of the General Conditions of Participation (see page 3-5)

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Marketing services

Hall plan

your logo on all printed and digital hall plans	EUR	150
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E-newsletter

presentation in show newsletter - database of ~40,000 industry professionals - logo + hyperlink + company description (200 characters incl. blanks)

pre-show newsletter	EUR	450
post-show newsletter	EUR	450
pre- and post-show newsletter	EUR	700

E-shot

To sectoral exhibition database of professionals - your content and design - your email address as sender address - incoming replies directly to your email account - detailed statistics (click and opening rates)

pre-show e-shot	EUR	850
post-show e-shot	EUR	850

Catalogue adverts

back cover	EUR	1,700
front cover inside	EUR	1,400
back cover inside	EUR	1,300
A5 full page	EUR	800
A5 half page	EUR	500

Pre-registration advertising

bookable by one company only - first come first serve

logo + hyperlink on visitor pre-registration website	EUR	400
logo + hyperlink in pre-registration confirmation email	EUR	600

On-site advertising

2,500 lanyards with your logo at the visitor registration (produced by us, bookable by <u>one</u> company only latest eight weeks prior to the show)	EUR	2,500
pens with your logo at the visitor registration area (min. 500 pens designed and produced by you, bookable by <u>one</u> company)	EUR	400
branded bags in entrance area (designed and produced by you)	EUR	450
1 roll-up banner in the registration area (designed and produced by you, limited availability)	EUR	300
production of roll-up banner (your design)	EUR	136
your logo on hostess uniforms for visitor registration (bookable by <u>one</u> company only latest eight weeks prior to the show)	EUR	1,500

General Conditions of Participation

Part A

1. General

These General Conditions of Participation shall apply between fairtrade Messe GmbH & Co. KG, Kurfürsten-Anlage 36, 69115 Heidelberg, Germany ("**Organizer**"), and its customers, if customers are entrepreneurs within the meaning of Section 14 German Civil Code, whereas customers participate at fairs hosted by Organizer ("**Exhibitor**"). Any amendments to these General Conditions of Participation, which are communicated to Exhibitor at least in text form, shall become valid if Exhibitor does not object within two (2) weeks. Organizer's communication shall also contain a reference to this right of objection. If Exhibitor objects, Organizer is thereafter entitled to terminate the fair participation agreement within two (2) weeks. Subject to sentence 7, these General Conditions of Participation shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of Exhibitor shall not apply unless Organizer has provided its consent hereto in writing. Individual agreements made between Organizer and Exhibitor in individual cases (including side agreements, additions, and amendments) shall take precedence over these General Conditions of Participation.

2. Applicability of these General Conditions of Participation and rules of precedence

These General Conditions of Participation consists of three (3) parts (i.e. Part A, B and C):

- Part A sets out general rules for all provisions of these General Conditions of Participation comprising Part A, B and C;
- Part B (General Conditions for Participation for Exhibitors) sets out rules for the participation at fairs hosted by Organizer;
- Part C (General Conditions for Participation for Online-Exhibitors) sets out rules for the participation at online-operated fairs hosted by Organizer, if and insofar Organizer hosts these fairs online, irrespective of whether partially or fully.

If and insofar Part B is applicable, its rules shall have precedence over any and all rules as set out in Part C. Likewise, if and insofar Part C is applicable, its rules shall have precedence over any and all rules as set out in Part B.

3. Place of jurisdiction and governing law

Place of jurisdiction in respect of all obligations of both parties deriving from and/or in connection with the fair participation agreement and/or these General Conditions of Participation is Heidelberg, Germany. The laws of the Federal Republic of Germany shall apply exclusively except for the United Nations Convention on Contracts for the International Sale of Good (CISG).

4. Miscellaneous

Exhibitor shall obey and comply with all terms and conditions of these General Conditions of Participation as well as any further legal stipulations, in particular local laws and any (virtual) house rules applicable at the fair grounds of a third party (access provider). Exhibitor may set-off only with undisputed or legally established claims. Additional agreements, special permissions or other kinds of arrangements shall be made in writing between the parties to become effective.

Part B

1. General

These General Conditions of Participation for Exhibitors ("**GCPE**") shall apply between Organizer and Exhibitor if and insofar the fair hosted by Organizer is operated by conventional means, i.e. not online.

2. Registration

Participation at a fair hosted by Organizer requires a proper registration and acceptance hereof declared by Organizer. Applications for registration will only be accepted if the fair participation agreement form or the online registration form is completed in full, accepting these General Conditions of Participation. Conditions or provisions of Exhibitor contained in the application for registration will not be accepted. Requests for particular locations, which will be considered as far as possible, do not constitute preconditions of participation. No guarantee is given in respect of the presence of competitors. Exhibitor's application for registration shall be binding for two (2) weeks after its submission.

3. Acceptance (conclusion of contract)

Registration shall become valid upon explicit declaration of acceptance made by Organizer. Upon Exhibitor's receipt of Organizer's declaration of acceptance, a fair participation agreement is concluded between Organizer and the Exhibitor; Organizer shall provide Exhibitor with a letter of confirmation naming Exhibitor as its contractual partner. No legal right to acceptance exists. Exhibitors that do not meet their financial obligations vis-à-vis the Organizer or which have contravened these General Conditions of Participation can be excluded from acceptance. In case Organizer receives more applications for registration than stands available, Organizer shall be entitled to select Exhibitors for justified reasons at its own discretion. The Organizer is entitled to withdraw its acceptance if it was given based on false premises or information or the preconditions of acceptance are subsequently no longer applicable.

4. Allocation of stand location and change of stand location

Stand space will be allocated on a "first come first serve" basis. Giving reasons, the Organizer may, if circumstances should so dictate, allocate a location other than the one stated in the declaration of acceptance or alter the size of the stand by a maximum of 15%.

5. Terms of payment

Upon Organizer's declaration of acceptance, (a) a pre-payment of 50% of the full participation fee as deposit, (b) the full registration fee and (c) the Exhibitor online presentation fee shall be due. Any complaints must be made in writing immediately upon receipt of the request for payment as a deposit. Objections raised at a later date cannot be considered. The remaining 50% of the full participation fee is payable no later than eight (8) weeks prior to the commencement of the fair. The invoices for products and services ordered in addition shall be payable on the date given on the invoice. For any fees which are not paid in due time, the Organizer has the right to charge interest on arrears of 5% points higher than the European Central Bank interest rate valid at that time; Organizer reserves the right to assert further damage caused by delay, e.g. reminder fees. Exhibitor shall remit its payments quoting the invoice number and name of the fair. In the case of delayed payment of the Exhibitor (also in the case of space not fully paid for), the Organizer shall be entitled to withdraw from the contract for the entire space allocated and dispose of it at its discretion.

6. Registration fee

Exhibitors and co-Exhibitors are required to pay to the Organizer a registration fee according to the fair participation agreement. The registration fee includes:

- Print Catalogue
 - o Entry in the alphabetical list of Exhibitors (company, address, hall/stand number)
 - o Company profile up to 300 characters including spaces
 - o Free fair catalogue, issued at the fair
- Issuance of identity badges for participants
- General advertising expenses
- Administrative expenses

7. Exhibitor online presentation fee

With the exhibitor online presentation, the Organizer provides the Exhibitors with valuable and selected marketing tools to enable them to make the most of their participation in the fair and to ensure a maximum impact on the market. The Exhibitor online presentation fee is met by Exhibitors and co-Exhibitors in form of an obligatory one-off charge for which the Exhibitor will be issued an invoice in conjunction with the participation fee. No reduction can be granted if only parts of the entry are used, in particular if the Exhibitor does not meet deadlines. The exhibitor online presentation allows Exhibitors and attendees to connect before, during and after the fair.

8. Co-Exhibitors and joint stands

Without the explicit consent of the Organizer, Exhibitors are not permitted to make available all or parts of the stand allocated to them to third parties either in return for payment or free of charge. Any advertising or promotion of third parties not named in the letter of confirmation is not permitted on the stand. Applications for the inclusion of a co-Exhibitor must be made to the Organizer in writing or via Organizer's online shop. In case of acceptance, a fair co-participation agreement is concluded between the co-Exhibitor and Organizer; these General Conditions of Participation shall apply accordingly. The co-Exhibitor is required to pay to the Organizer the registration fee and the Exhibitor online presentation fee according to the fair co-participation agreement. Any statutory value-added tax shall be payable in addition. In all cases, the Exhibitor will be liable for the registration fee and the Exhibitor online presentation fee of the co-Exhibitor. Co-Exhibitors may be included in the catalogue and the event's online presentation, provided that the entry conditions are complied with, the pertinent fees are paid and the information to appear is received in time. The Organizer may authorise large joint stands of Exhibitors, provided that they can be incorporated into an appropriate subdivision of the fair. All regulations apply to each Exhibitor and co-Exhibitor. If a stand is allocated to two or more (co-)Exhibitors jointly, each (co-)Exhibitors shall be liable in accordance with the principles of joint and several liable debtors (*Gesamtschuldnerschaft*) towards the Organizer. (Co-)Exhibitors exhibiting on a joint basis should name a joint representative in their registration.

9. Modifications of participation

The Exhibitor shall be liable for all modifications it causes, e.g. change of stand construction, change of invoicing address etc. Modifications are only possible after acceptance by the Organizer. If accepted, modifications will be subject to an administration fee in the amount of EUR 300.00. Six (6) weeks prior to the beginning of the fair, modifications shall not be possible anymore.

10. Cancellation or non-participation

After receipt of Organizer's declaration of acceptance, any cancellation or reduction of the area of the stand made by Exhibitor shall not be possible. The restructuring of unused space by the Organizer to maintain the overall visual impression does not release the Exhibitor from its obligation to pay. Should an Exhibitor refrain from using stand space allocated to it so that the Organizer cannot allocate this stand space to another party (not a restructuring occupancy), the Exhibitor will be liable for (a) 25% of the participation charge, (b) 100% of the registration fee and (c) 100% of the Exhibitor online presentation fee. In the case of non-participation of a co-Exhibitor, the full amount of the registration fee shall be payable and must not be reimbursed.

11. Insurance and liability

Exhibitor shall at all times maintain an insurance for the goods exhibited against all risks in connection with transportation, setting-up and dismantling, and during the fair, in particular against damage, theft etc. The Exhibitor shall be liable to compensate the Organizer for any damage caused by it to the stand, stand material, electricity, water and sewage systems or any other property of the Organizer. Unless otherwise stated in these GCPE, Organizer shall be liable for any breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions. The liability of Organizer is unlimited: (a) in the event of a grossly negligent or intentional breach of duty, (b) in the event of injury to life, limb or health, (c) according to the regulations of the product liability law, (d) to the extent of a guarantee assumed, (e) in case of fraudulent concealment of a defect. Otherwise, the liability of Organizer is limited or excluded in accordance with the following regulations. In the event of a slightly negligent breach of an obligation which is essential for the achievement of the purpose of the fair participation agreement and these GCPE (these are obligations whose breach would frustrate or endanger the achievement of the purpose of the agreement or the use of the performance as agreed), the liability of Organizer is limited in amount to the amount which was foreseeable and typical for Organizer at the time of the respective performance. Exhibitor shall inform Organizer about special risks, atypical damage possibilities and unusual amounts of damage at the time of conclusion of the fair participation agreement or when they occur subsequently. The aforementioned limitations of liability also apply to the personal liability of Organizer's employees, representatives and subcontractors. If damage is attributable to both Organizer's fault and Exhibitor's fault, Exhibitor must allow its contributory negligence to be offset. It is to be regarded as a predominant fault of Exhibitor in particular if it fails to inform Organizer to point out the risk of unusually high damage. Exhibitor is obliged to indemnify Organizer from any costs (e.g. damages, court and lawyer's fees) which Organizer has to bear due to legal violations or infringements of the fair participation agreement and these GCPE which Exhibitor has culpably committed.

12. Circular letters

The Exhibitors will be informed by the Organizer in circular letters of details concerning the preparations and running of the fair. The Organizer does not accept any liability for any consequences of disregarding these circular letters.

13. Transportation

Transportation works on the fairgrounds will be undertaken by a third party appointed by the Organizer. Accordingly, this third party will take over transportation of objects delivered by the Exhibitor or its forwarders at the boundary of the fair grounds and continue their transportation of objects on the fair grounds. Exhibitor is made aware of the fact that the exhibition management will not accept delivery of any consignments and does not accept any liability for loss or incorrect delivery. The costs of the third party authorized to undertake transportation on the fairgrounds shall be borne by Exhibitor and paid to it directly without any involvement of the Organizer.

14. Reserved rights

In the case of exceptional circumstances beyond its control, the Organizer has the right to (a) postpone the fair, (b) curtail or prolong it, (c) close it during a certain period of time, (d) close it completely or in part, or (e) cancel it. In such justified exceptional circumstances, including but not limited to force majeure, the Exhibitor does not have any right to withdraw or adjust the participation charges, nor to claim for damages. Should the fair not take place for the reasons stated above, the Exhibitor can be called upon to pay up to 25% of the participation charge to cover general costs. Larger individual sums can only be considered if the Exhibitor has ordered additional services for which charges are made. Should the Organizer be responsible for the cancellation due to other reasons than stated above, Exhibitor shall not be obliged to any payments of fees. Any claims for damages towards the Organizer shall not arise.

15. Termination

The fair participation agreement cannot be duly terminated for the time of the fair. The right to termination for good cause shall remain unaffected. Good cause shall be deemed to exist in particular if the Exhibitor grossly violates the obligations expressly regulated in these GCPE and does not remedy the violation of obligations immediately upon receipt of a notification from Organizer regarding the violation.

16. Limitation period

All claims of the Exhibitor against the Organizer shall lapse after a six (6)-month period. The limitation period begins to run from the end of the month in which the last day of the fair took place.

Part C

1. General

These General Conditions of Participation for Online-Exhibitors ("GCPOE") shall apply between Organizer and Exhibitor if and insofar Organizer hosts fairs online, irrespective of whether partially or completely. Therefore, these GCPOE shall apply e.g. when Organizer hosts a conventional (i.e. offline) fair and additionally hosts this fair or parts hereof online.

2. Organizer's performances

As the host of online-operated fairs, Organizer aims at enabling attendees and Exhibitors to share content and easily connect with each other. To this purpose, Organizer shall provide Exhibitor with access to the online-operated fair ("Platform") and the use of its functionalities via the internet at the data transfer point as well as the agreed-on services, e.g. conferences and networking, brand awareness, account prolongation by means of subscription, or sponsoring ("Services"). The content and scope of access to/use of the Platform as well as the Services are set out in the fair participation agreement. Organizer is free to provide access to/use of the Platform and the Services by third parties, e.g. an access provider to the Platform. The data transfer point is the last network node of Organizer or the access provider to the Platform, respectively, to be connected to the internet. Further, Organizer shall grant Exhibitor the necessary rights of use according to no. 8. below.

3. Registration and acceptance (conclusion of contract)

Access to the Platform and rendering of the Services require a proper registration. Application for registration can be made online via Organizer's website (<https://fairtrade-messen.force.com/>). No legal right to acceptance exists. In case of acceptance of Exhibitor's application for registration, Organizer shall send to Exhibitor a declaration of acceptance via e-mail. Upon Exhibitor's receipt of Organizer's declaration of acceptance, a fair participation agreement is concluded. Organizer is entitled to withdraw acceptance if it was given on the basis of false premises or information or the preconditions of acceptance are subsequently no longer applicable.

4. Services

The content and scope of the Services as well as their costs are set out in the fair participation agreement and the product descriptions available at Organizer's websites (www.fairtrade-messe.de).

5. Exhibitor's duties

Exhibitor shall

- establish and maintain a functioning data connection between its IT systems/networks and the data transfer point of Organizer or the access provider to the Platform;
- provide Organizer with all the information needed to properly deliver Organizer's performances and services upon Organizer's request;
- be solely responsible for the documents, details, data, information and any content that it provides as part of its participation at the online-operated event;
- ensure that it is authorized to provide this information and that it has all the rights and authorization needed to use this information in the course of its participation at the online-operated event;
- acquaint itself with the use and functionalities of the Platform;
- use the Platform and Services only for its own internal business purposes and shall refrain from assigning, ceding or transferring all or some of its rights and obligations under these GCPOE to a third party, in any manner;
- prevent unauthorized access of third parties to its access data by suitable precautions;
- inform Organizer about special risks, atypical damage possibilities and unusual amounts of damage at the time of conclusion of the fair participation agreement or when they occur subsequently;
- regularly make back-ups of the data used on the Platform;
- use up-to-date antivirus protection while using the Platform and/or the Services.

Further, Exhibitor shall not

- upload, store and/or make available with its access to the Platform content that contravenes public order, morality or the rights of third parties, or infringes any legislative or regulatory provision or third party rights, in particular, Exhibitor shall refrain from disseminating
 - o child pornography, pornography, defamatory, abusive, racist, obscene, indecent, shocking, violent, xenophobic or revisionist content;
 - o infringing content;
 - o content that violates a third party's image;
 - o content that is false, misleading or proposes or promotes illegal, fraudulent or misleading activities;
- hack into the IT system of a third party or conduct any activity that aims to harm, control, interfere with or intercept all or part of a third party's information system, violate its integrity or security;
- take action to improve the search engine optimiz of a third party site;
- interrupt, suspend, slow down or prevent continuity of the access to the Platform and/or the services conducted by Organizer;
- copy and/or utilize the concept, technologies, all or part of the data or any other component part of the Platform and/or the Services;
- hack or attempt to hack into the systems of the access provider of the Platform;
- hijack of the system resources of the Platform;
- conduct any action that would place a disproportionate load on the infrastructure of the access provider to the Platform;

- attempt to breach the security and authentication systems to the Platform;
- conduct any act that could infringe the financial, business or moral interests and rights of the access provider of the Platform;
- assist with or inciting, in any manner or form whatsoever, one or more of the acts and activities described above.

6. Fees and terms of payment

The fees payable for access to/use of the Platform and the Services are set out in the event participation agreement. Organizer shall provide Exhibitor with an invoice for the fees payable including any taxes. The fees shall become due immediately upon receipt of the declaration of acceptance by Exhibitor, unless stipulated otherwise either in the invoice or in the following. In case Exhibitor receives Organizer's declaration of acceptance more than three (3) months prior to the beginning of the fair, each and any fees shall become due in accordance with the following: 50% of each fee shall become due upon Exhibitor's receipt of the declaration of acceptance, the remaining 50% of each fee shall become due two (2) months prior to the beginning of the fair. Exhibitor shall remit its payments quoting the invoice number and name of the fair. For any fees which are not paid in due time, the Organizer has the right to charge interest on arrears of 5% points higher than the European Central Bank interest rate valid at that time; Organizer reserves the right to assert further damage caused by delay, e.g. reminder fees. Furthermore, Organizer shall be entitled to withdraw from contract and terminate Exhibitor's access to/use of the Platform and the rendering of the Services.

7. Modifications made by Exhibitor

Exhibitor shall be liable for all modifications it causes, e.g. change of invoicing address etc. Modifications shall be possible only after acceptance by Organizer. If accepted, modifications will be subject to an administration fee in the amount of EUR 300.00. Six (6) weeks prior to the beginning of the fair modifications shall not be possible anymore.

8. Grant of rights

Upon full and complete payment of the invoiced fees, Organizer shall grant to Exhibitor the non-exclusive, limited in time for the duration as set out in the fair participation agreement, spatially non-restricted, non-sub-licensable, non-transferrable right to access the Platform as well as to use the Services for the purposes set out in the fair participation agreement and these GCPOE. Until full and complete payment, this grant of rights is revocable at any time. These rights comprise, amongst others, the right to access the Platform, upload, store and present Exhibitor's data, make use of the Services. Exhibitor is neither allowed to provide third parties with access to the Platform so that the information provided can be modified (e.g. restricted, amended, deleted, exchanged) and/or the Services nor to rent or pledge its access to the Platform, irrespective of whether against payment or free of charge. In case Exhibitor does not comply herewith, the grant of rights may be revoked by Organizer at any time. Exhibitor grants Organizer the right to duplicate and store data uploaded by Exhibitor for the purposes of the fair participation agreement.

9. Cancellation or suspension, limitation, or removal of access to/use of the Platform and/or Services

The fair participation agreement cannot be duly terminated for the time of the fair; this does not apply for the account prolongation by means of subscription which can be terminated at the end of each calendar month. The right to termination for good cause shall remain unaffected. Good cause shall be deemed to exist in particular if the Exhibitor grossly violates the obligations expressly regulated in these GCPOE and does not remedy the violation of obligations immediately upon receipt of a notification from Organizer regarding the violation, or commits any act according to no. 5. sentence 2 or no. 15. Likewise, Organizer may (a) suspend, remove or prevent Exhibitor's access to/use of the Platform and/or Services, (b) delete content according to no. 5. sentence 2, (c) notify competent authorities, cooperate with them and provide all information necessary to support their investigations.

10. Availability of the Platform and the Services

Availability to access/use the Platform and the Services shall be substantially in accordance with the description in the fair participation agreement. Given the complex nature of the internet, the unequal capacity of the various sub-networks, traffic at certain times of day, and the various bottlenecks over which Organizer has no control, Organizer's responsibility will be limited to the functioning of its servers or the servers of the access provider to the online-operated fair, respectively, at the data transfer point. Organizer cannot be held liable for (a) server access speed, (b) slowdowns that are external to its servers or to the servers of the access provider to the online-operated fair, (c) poor data transfer caused by a failure or malfunction of these networks and (d) a poor internet connection during the fair. Organizer reserves the right to undertake regular reviews whether the Platform and the Services work properly. In this respect, the right to temporarily limit or suspend access to/use of the Platform and/or Services for maintenance and/or development purposes is reserved. The availability of access/use of the Platform and the Services is 98%, excluding maintenance work and events of force majeure (cf. no. 14.). Organizer shall inform Exhibitor in advance about the maintenance and/or development work within a reasonable timeframe. Organizer shall take reasonable efforts to back up the content stored on the Platform.

11. Support

Organizer shall make any efforts to provide Exhibitor with support services throughout the duration of the event participation agreement and during its business hours (Monday to Thursday: 8:30 to 17:30 CET; Friday: 8:30 to 15:00 CET) via e-mail (info@fairtrade-messe.de) and/or phone (+49-(0)62 21 / 45 65-0) in case of any queries of Exhibitor in connection with the functionalities of the Platform and/or errors which occur during the proper use of the Platform and/or the Services. Exhibitor shall report the shortcomings/error to Organizer specifying the malfunction, affected components of the Platform/Services, and yet undertaken steps.

12. Warranty

Rights in case of defects shall be excluded in the case of minor or immaterial deviations from the agreed or assumed characteristics nor in the case of just slight impairment of use. Descriptions of the Platform and/or Services shall not be deemed a guarantee. The Exhibitor shall notify Organizer immediately of any defects in the Platform and/or Services at least in text form and describe the defect and the (alleged) cause of the defect as far as possible. Subject to the provisions of no 12., warranty rights of Exhibitor are excluded if (a) a defect is caused by the hardware and/or software of a third party with which the Exhibitor accesses/uses the Platform and/or the Services, (b) a defect is caused by the Exhibitor due to handling that is not in accordance with the functional description of the Platform.

13. Liability

Unless otherwise stated in these GCPOE, Organizer shall be liable for any breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions. The liability of Organizer is unlimited: (a) in the event of a grossly negligent or intentional breach of duty, (b) in the event of injury to life, limb or health, (c) according to the regulations of the product liability law, (d) to the extent of a guarantee assumed, (e) in case of fraudulent concealment of a defect. Otherwise, the liability of Organizer is limited or excluded in accordance with the following regulations. In the event of a slightly negligent breach of an obligation which is essential for the achievement of the purpose of the fair participation agreement and these GCPOE (these are obligations whose breach would frustrate or endanger the achievement of the purpose of the agreement or the use of the performance as agreed), the liability of Organizer is limited in amount to the amount which was foreseeable and typical for Organizer at the time of the respective performance. The aforementioned limitations of liability also apply to the personal liability of Organizer's employees, representatives and subcontractors. If damage is attributable to both Organizer's fault and Exhibitor's fault, Exhibitor must allow its contributory negligence to be offset. It is to be regarded as a predominant fault of Exhibitor in particular if it fails to inform Organizer to point out the risk of unusually high damage. Exhibitor is obliged to indemnify Organizer from any costs (e.g. damages, court and lawyer's fees) which Organizer has to bear due to legal violations or infringements of the fair participation agreement and these GCPOE which Exhibitor has culpably committed. Organizer shall be liable for loss of data only up to the amount of typical recovery costs which would have arisen had proper and regular data backup measures been taken.

14. Force majeure

Acts of God that temporarily prevent Organizer or its contractual partners from providing access to/use of the Platform and/or the Services on the agreed date or within the agreed period or from remedying defects in the Platform or Services, e.g. due to riots, strikes, lock-outs, epidemics, for which Organizer is not responsible. In the event that Organizer is temporarily prevented, through no fault of its own, from providing access to/use of the Platform and/or the Services on the agreed date or within the agreed period or from remedying defects in it, such as lack of mobile or W-LAN connectivity or a breach of the Exhibitor's obligations under these GCPOE, the dates and periods specified in these GCPOE and/or in the fair participation agreement shall be altered by the duration of the disruption of services caused by these circumstances. If such a disruption leads to a delay in performance of more than three (3) months, the Exhibitor may withdraw from contract. Each party must immediately inform the other one on the occurrence of an act of God.

15. Confidentiality

"Confidential Information" are – irrespective of its designation as confidential – all information and documents which one party obtains from the other party in the context of accessing/using the Platform and/or the Services, irrespective of whether they have been communicated in written, electronic, embodied or verbal form, in

particular business processes, non-public financial information such as business transactions, assets, liabilities, orders, know-how and personal data, as well as such information the confidentiality of which results from its subject matter or other circumstances. The following information shall not be deemed Confidential Information: information that (a) was demonstrably already known to the receiving party at the time of conclusion of the fair participation agreement, or (b) become known by third parties after conclusion of the fair participation agreement without this violating a confidentiality agreement, statutory provisions or, if applicable, official orders, (c) the receiving party developed independently from the other party and without direct or indirect use of the Confidential Information, (d) with regard to which the other party has declared in writing that the information is not confidential, or (e) which are required to be disclosed by law or by order of a court or other authority. If permitted and possible, the receiving party will inform the other party before disclosure and give the other party the opportunity to counteract this disclosure. Each party shall (i) use the Confidential Information exclusively for the purposes of the fair participation agreement and these GCPOE, (ii) treat the Confidential Information as strictly confidential and protect it from disclosure to third parties, in particular treat the Confidential Information as its own trade secrets and take technical and organizational measures to protect it, (iii) only grant access to the respective Confidential Information to such employees and agents if and to the extent that this is necessary for the intended use of the Software and these employees and agents themselves are obliged to maintain confidentiality in accordance with this paragraph; each party shall ensure that employees and agents are also obliged to maintain confidentiality for the periods after their respective retirement or after termination of the cooperation. Each party is prohibited from observing, examining, dismantling, testing, redesigning, reconstructing or otherwise modifying the Platform and/or the Services, or a product or object containing the Confidential Information, in whole or in part, for purposes other than the intended use of the Software. Neither party shall – whether directly or indirectly – commercially exploit the Confidential Information in any form without the consent of the receiving party or apply for a property right whose subject matter is based in whole or in part on the Confidential Information or is derived from it.

16. Data Protection

Organizer processes personal data as a controller in the meaning of Art. 4 no. 7 EU-General Data Protection Regulation.

17. Indemnification

Exhibitor shall indemnify and hold Organizer harmless from all complaints, claims, action and/or demands that a third party asserts towards Organizer due to a breach of the fair participation agreement and/or these GCPOE.

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