

## Koelnmesse GmbH's new products tool for trade fairs and exhibitions General conditions of participation

Status: 06.05.2025

### 1. Organiser

The Koelnmesse new products tool is a service of Koelnmesse GmbH for the submission and evaluation of new products by exhibitors in the scope of the Anuga taste Innovation Show 2025. The aim is for an expert jury to select and distinguish particularly innovative products for subsequent presentation at the trade fair.

The contract partner of the participating companies - hereafter referred to as »participants« - is Koelnmesse GmbH, Messeplatz 1, 50679 Köln - hereafter referred to as »organiser or Koelnmesse«.

### 2. Eligibility to participate/Acceptance

Exclusively exhibitors registered for Anuga 2025 are eligible to participate. Marketable products from industrial mass production can be submitted, hereafter referred to as »items«. Only items that conform with the list of products of the respective event may be presented. The participant assures that the registered items are own new developments that have been introduced onto the market since the last Anuga in October 2023, which have not been presented at a trade fair or publicly introduced in the scope of a product presentations, press release or advertising measure up until the point of time of their submission.

A maximum of five exhibits can be registered per company. The prerequisite here is the legally-binding acceptance and participation of the company as an exhibitor of Anuga 2025. The organiser decides which products are accepted for the **Koelnmesse new products tool**. The participants receive an e-mail confirming their application.

To guarantee a corresponding representation of product photos in print formats, photos in a resolution of 300 dpi are to be uploaded in the Koelnmesse new products tool after acceptance in the new product database.

### 3. Costs

The application for and participation in the **Koelnmesse new products tool** is free of charge.

### 4. Determination of winners

The top ten innovations will be selected from among all submitted items. The top ten companies will be selected by an expert jury based on various criteria. Information about the jury and the criteria can be viewed here: [Anuga taste Innovation Show | Anuga](#). The jury comprises of industry experts from the food section, trade journalists, etc. and the jury will make its selection after carefully examining the registered products. The winners will be notified by 12.09.2025 at the latest. The top ten products will be exhibited on a special zone at Anuga, the Anuga taste Innovation Show. All legal claims are excluded.

### 5. Sanctioning, suspension and cancellation

Koelnmesse may take appropriate measures at its own discretion, including warnings, disqualification, the deletion of contents and others, if specific indications exist that a participant has violated legal provisions, the rights of third parties or these terms and conditions or if Koelnmesse has another rightful interest, in particular the protection of other users from fraudulent activities.

Koelnmesse may, without prior notice, delete content uploaded by the participant,

issue a warning, or suspend the user's access to the services of the **Koelnmesse new products tool**, in particular if any of the following conditions prevail:

- The failure of the participant to abide by legal provisions
- False contact data has been submitted, especially a false or invalid e-mail address
- Violation of the obligations under these terms and conditions on the participant's part
- Participant withdraws his/her participation in the trade fair.

The user relationship is of an unlimited period of time. The new products will remain online until June 2027. The right to suspension is not affected by this. Koelnmesse can terminate the contract without notice if an important reason exists, especially if the continuation of the contractual relationship is not reasonable for Koelnmesse.

#### **6. Cancellation/Withdrawal**

Even after acceptance, the cancellation of the participation is also possible at any time before a print product goes to press and has to occur by sending an e-mail to the Event Manager, Rüdiger Sprave, at [r.sprave@koelnmesse.de](mailto:r.sprave@koelnmesse.de).

The user can delete the data in the **Koelnmesse new products tool** up until then himself/herself.

#### **7. Property rights**

The participant assures that he/she holds unrestricted utilisation and exploitation rights for the items, especially all product information, photographs, parts of images and other data. The participant is responsible for guaranteeing that the items he/she submits and all related documents and other data submitted in connection therewith - e.g. photographs, plans, sketches, models, etc. - are free from third party rights. Items that violate an industrial property right, such as a trademark, utility model, patent, copyright or similar are excluded from participation.

Every participant also has to inform Koelnmesse on submitting an application, whether any legal proceedings, in particular disputes relating to competition law, patent law, trademark law or copyright law that are associated with the registered item are pending in connection with the item. The same applies to any corresponding extrajudicial disputes.

Should third parties take action against Koelnmesse on the grounds that their rights were violated by the participant due to their participation in the new product tool, the participant agrees to indemnify Koelnmesse against all such claims. For damages, particularly claims from third parties, for infringing upon rights stated in these terms and conditions, the participant is liable and indemnifies Koelnmesse from any responsibility to the same extent. This indemnification obligation also applies in particular to violations against copyright and trademark law.

Photographs processed electronically or otherwise must not contain elements that are subject to the rights or claims of third parties - e.g. parts of images from magazines, books, purchased CDs, etc. Here, too, the liability lies solely with the participant. These obligations for the comprehensive exemption from liability of Koelnmesse continue to be applicable if the respective items, product information, photographs, parts of images, etc. have already been withdrawn from the **Koelnmesse new products tool**.

#### **Special note:**

Koelnmesse is not obliged to delete the data in the cache of websites belonging to other providers, especially from search engine providers, after corresponding links have been established. Should Koelnmesse be made liable by third parties on the grounds that their rights are being violated by the participant's data found in the cache of websites of other

providers, especially search engine providers after corresponding links have been created, then the participant shall exempt Koelnmesse from any such claims. The participant shall be liable for any damages caused by a violation of these terms and conditions, in particular claims by third parties, and it shall indemnify Koelnmesse from any such claims to the same extent.

#### **8. Utilisation rights/Participant's liability**

The participant grants the organiser the non-exclusive right, unrestricted in terms of time or place, to use the product information, images and other data provided free of charge. This applies to the following uses in particular:

- the right of usage in other media, e.g. in advertising films, videos or books and brochures and on the Internet;
- reproduction and distribution rights, i.e., the right to reproduce and distribute the photographic material as they wish;
- the right to archive, i.e. the right to collect photographic material and where appropriate to also release it as a trade fair and/or product-related collection - list of new products;
- the right to partially and fully assign the rights granted to Koelnmesse to third parties;
- the right to process or otherwise alter the photographic material.

Insofar as utilisation rights of third parties exist with respect to the product information, photographs and other data, the participant also transfers these rights to Koelnmesse and independently guarantees that these transmissions of rights are effective for all listed types of utilisation. The participant bears the ultimate responsibility for the legally effective acquisition of such usage rights to third-party rights. The participant shall be liable for any rights that have not been transferred. The participant indemnifies the organiser from having to pay any royalties and from all claims of third parties, regardless of the legal grounds. Apart from this, the participant's liability is governed by the legal provisions.

#### **9. Release of Koelnmesse from liability**

Claims for damages against Koelnmesse GmbH on the grounds of violations of duties that do not affect any essential contractual obligation are excluded to the extent that they do not include gross negligence or intentionally culpable actions on the part of Koelnmesse GmbH and/or its representatives or vicarious agents. This limitation of liability does not apply insofar as Koelnmesse is strictly liable under statutory regulations. Koelnmesse is not liable for loss or damage to property supplied by the participant or other third parties involved by the participant, provided said losses do not involve intent or gross negligence. Koelnmesse bears no liability for damages caused by force majeure.

Koelnmesse shall endeavour to provide correct information. However, it assumes no liability and provides no guarantee for the up-to-dateness, correctness and completeness of the information provided. Koelnmesse is not liable for incorrect information engendered or communicated by the participant and/or a third party, including co-operation partners and which is associated with the content released via the **Koelnmesse new products tool**. In particular, Koelnmesse grants no guarantee for emails or data entries that do not comply with the technical requirements laid down in these terms and conditions or those laid down for the website and which as a result are not accepted and/or adopted by the system. Koelnmesse assumes no responsibility for the technical accessibility of the services offered. A guarantee or a claim for damages of any kind in the event of a technical failure or any other interruption in operations is excluded. In particular, maintenance, security or capacity requirements as well as incidents outside of Koelnmesse's control (such as

disruptions in public communications networks, power cuts, etc.) can lead to short-term malfunctions or interruptions in the services provided. Koelnmesse assumes no responsibility for the technical accessibility of the services offered.

Koelnmesse reserves the right to prematurely terminate the **Koelnmesse new products tool** without notifying the participants and to cease to provide the associated website, in the event that due to external malfunctions or technical problems, its secure and smooth operation can no longer be guaranteed.

## **10. Final Provisions**

Recourse to legal action is excluded. Amendments or addenda to these terms and conditions must be in written form. No ancillary agreements exist. Should any of the provisions within these terms and conditions be or become invalid, the validity of the remainder of the provisions will not be affected. The ineffective provision is considered replaced by one that most closely reflects the commercial intent of the ineffective provision in a legally valid way. The same applies to any loopholes. The place of jurisdiction is Cologne, under reserve of admissibility by law. Place of fulfilment is Cologne. The law of the Federal Republic of Germany applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The German text is decisive for the interpretation of the General terms and conditions.

*Link to the Koelnmesse general terms and conditions and legal notice at [www.koelnmesse.de](http://www.koelnmesse.de).*