

New product tool of Koelnmesse GmbH for trade fairs and exhibitions

Conditions of Participation

As of August 23, 2023

1. Organizer

The **Koelnmesse new product tool** is a service of Koelnmesse GmbH for the participants of its trade fairs and exhibitions.

The contract partner of the participating companies – hereinafter referred to as “participants” – is Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany – hereinafter referred to as “organizer or Koelnmesse.”

2. Eligibility to participate/admission

All exhibitors who are admitted to and take part in Koelnmesse trade fairs and exhibitions with their products – hereinafter referred to as “objects” – from industrial series production are eligible to participate. Only objects that correspond to the product list of the respective event may be presented. The participant guarantees that the objects registered for the database are proprietary new developments that have not yet been presented on the market.

Each company can register up to 5 objects as it likes as long as it completely fills out the registration form for the trade fair and signs it with a legally binding signature. The organizer decides who will be admitted to the **Koelnmesse new product tool**. The participants receive an e-mail confirming their registration. To ensure that the product images can be attractively depicted in print formats, the images must be uploaded to the Koelnmesse new product tool with a resolution of 300 dpi.

3. Costs

Registration for and participation in the **Koelnmesse new product tool** are free of charge.

4. Penalties, blocking, and cancellation

Koelnmesse can, at its own discretion, take suitable measures if there are concrete indications that a participant has violated legal regulations, the rights of third parties, or these General Conditions of Participation (GTC), or if Koelnmesse has some other legitimate interest, in particular the protection of other users against fraudulent activities.

Without prior notice, Koelnmesse may delete content entered by a user, give a participant formal warning, or block access to the services of the **Koelnmesse new product tool**. In particular, it can do so if one of the following conditions is met:

- The participant fails to adhere to the legal regulations.
- The contact data is incorrect — particularly if the e-mail address is incorrect or invalid.
- The participant fails to meet his obligations as stipulated by the GTC.
- The participant withdraws from the trade fair.
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The use relationship is of unlimited duration. This does not affect Koelnmesse’s right to block access. Koelnmesse may terminate the contract at any time for good reason without giving notice, in particular if a continuation of the contractual relationship would be unreasonable for Koelnmesse.

5. Cancellation/withdrawal

Registrations may be cancelled even after the participant has been accepted, as long as the cancellation occurs before a printed product goes to print. Cancellations must be made in writing. Until that point, the user can delete the data from the **Koelnmesse new product tool** himself.

6. Intellectual property/commercial property rights

The participant guarantees that he has unlimited rights of use of the objects, in particular of all product information, photos, image elements, and other data. The participant ensures that the objects he registers, as well as all associated documents and other data (e.g. photographs, plans, drawings, models), are not subject to property rights of third parties. Objects that infringe on intellectual property/commercial property rights (trademarks, brand names, registered patterns or designs, patents, copyrights or similar) may not be entered into the database. At the time of registration, each participant must inform Koelnmesse of any pending legal proceedings or lawsuits involving the object (in connection with the registered object and related to regulations and laws governing fair trade and competition, patents or registered trademarks, copyright or intellectual property disputes). The same applies to corresponding disputes out of court.

Should Koelnmesse be subjected to claims from third parties on the grounds that their rights have been infringed by the participant, the participant shall release Koelnmesse from all such claims. In addition to assuming liability for any claims arising from damages caused by infringement of these conditions, in particular claims by third parties, the participant releases Koelnmesse from all liability for any such claims. This obligation to release Koelnmesse applies in particular to any violation of copyright and trademark law.

Photographs processed by electronic or analog methods may not include any elements that are encumbered with rights or claims of third parties (e.g. image elements from magazines, books, purchased CDs etc.). Here too, any liability is borne solely by the participant.

These obligations to comprehensively release Koelnmesse continue to apply even after the affected objects, product information, images, picture elements, etc. have been deleted from the **Koelnmesse new product tool**.

Important note:

Koelnmesse is under no obligation to delete the data in the cache of other providers' websites (in particular those of search engine providers) after corresponding links have been made. Should Koelnmesse be subjected to claims from third parties on the grounds that their rights have been infringed by the participant's data in the cache of other providers' websites (in particular those of search engine providers) after corresponding links have been made, the participant shall release Koelnmesse from all such claims. In addition to assuming liability for any claims arising from damages caused by infringement of these conditions, in particular claims by third parties, the participant releases Koelnmesse from all liability for any such claims.

7. Usage rights/liability of the participant

The participant gives the organizer the free, non-exclusive right to use the product information, images, and other data without any limitation with regard to place or time.

This applies in particular to the following types of use:

- The right to use them in other media, e.g. advertising films, videos, books, brochures, and the Internet.

- The right of reproduction and dissemination, i.e. the right to reproduce and disseminate the image material any number of times.
- The archiving rights, i.e. the right to gather the image material and, if appropriate, to issue the same as a trade fair and/or product-related collection (list of new products).
- The right to transfer the rights granted to Koelnmesse wholly or in part to third parties.
- The right to edit or otherwise modify the image material.

If any third parties have usage rights to the product information, images, and other data as a result of their having contributed to their development or production, the participant also transfers these rights to Koelnmesse and independently guarantees that this transfer of rights applies to all of the types of use listed above. The participant has ultimate responsibility for ensuring that such usage rights are validly transferred to the rights of third parties. The participant is liable for rights that cannot be transferred. The participant releases the organizer from the need to pay any royalties and from all claims of third parties, no matter what the legal grounds. The participant is otherwise liable in accordance with the legal regulations.

8. Release of Koelnmesse from liability

No claims may be made against Koelnmesse for compensation for damage due to breach of duty not related to Koelnmesse's basic contractual obligations, unless the damage was caused intentionally or was due to gross negligence by Koelnmesse and/or its assistants or vicarious agents. This limitation of liability does not apply in the event that Koelnmesse has strict liability under statutory regulations for harm to life, physical injury or harm to health as a consequence of negligence or intent.

Koelnmesse is not liable for loss or damage to objects brought in by the participant or by other third parties who are involved by the participant, unless there has been intent or gross negligence.

Koelnmesse bears no liability for damages caused by force majeure. Koelnmesse tries to provide correct information, but cannot be held liable or guarantee that the information provided is correct, complete, and up to date. Koelnmesse is not liable for incorrect information that is provided or distributed by the participants and/or third parties (including cooperation partners) and is connected to the distribution of information about the **Koelnmesse new product tool**. In particular, Koelnmesse is not liable for e-mails or data entries that are rejected by the system because they do not comply with the technical requirements stipulated in these GTC or for the respective website.

Koelnmesse assumes no responsibility for the technical availability of the services offered. Koelnmesse cannot in any way guarantee the provision of services or be held liable for any damages caused by technical breakdowns or other malfunctions. Maintenance, security or capacity issues as well as events that are beyond the scope of Koelnmesse's influence (e.g. disruptions of the public communications networks, power failures) can lead to brief disruptions or the temporary suspension of services. Koelnmesse assumes no liability for ensuring that the **Koelnmesse new product tool** is available and accessible to the participants at all times, nor that it contains no content errors or technological faults. Koelnmesse reserves the right to prematurely terminate the **Koelnmesse new product Tool** without notifying the participants and to discontinue the corresponding website if their smooth and secure operation can no longer be guaranteed on account of external disruptions or technical difficulties.

9. Cancellation policy

Right of cancellation

The participant can revoke his agreement to the contract within 14 days without giving any reasons. This cancellation must be made in writing (e.g. postal letter, fax, e-mail). The time limit commences when this cancellation policy is received by the participant in writing, but not before a contract has been concluded or before the information obligations have been fulfilled as stipulated by Art. 246 Section 2 in connection with Section 1 Par. 1 and 2 of the Introductory Law of the German Civil Code (EGBGB) and our obligations in accordance with Section 312e Par. 1 Sentence 1 of the German Civil Code (BGB) in connection with Art. 246 Section 3 of the EGBGB. To meet the deadline, it is sufficient that the cancellation be sent to Koelnmesse within the two-week period.

The cancellation must be sent to

Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany
Consequences of cancellation

In the event of a valid cancellation, each party must return to the other party anything received from that party in performance and any benefits derived therefrom (e.g. interest). If the participant cannot return anything received in performance to Koelnmesse either wholly or in part or can do so only in a diminished state, the participant must compensate Koelnmesse to the extent of any loss of value. This may lead to a situation where the participant is nevertheless obliged to fulfill the contractual duties of payment for the period up until cancellation. Obligations to refund payments must be performed within 30 days. The period starts to run for the participant at the time of posting the declaration of cancellation and for us when we receive it. Any services rendered are not remunerated.

Important information:

The right of cancellation expires prematurely when the contract has been completely fulfilled by both sides at the request of the user and before you, as the user, have exercised your right of cancellation.

End of the cancellation policy

10. Data protection policy

The organizer takes very seriously the duty to protect the personal details provided by the participants. The organizer collects, processes, and uses the participant's personal details only in accordance with the stipulations of the German Federal Data Protection Act and only so far as this is necessary for contractual purposes for the **Koelnmesse new product tool**. The organizer also does so using automatic data processing methods.

11. Final provisions

Legal recourse is excluded.

Amendments or supplements to these GTC must be made in writing. Collateral agreements do not exist.

Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that comes closest to fulfilling the economic sense and purpose of the invalid provision. The same applies to any gaps in the provisions. The place of jurisdiction, subject to statutory admissibility, is Cologne. The place of performance is Cologne. The contract is subject to German law. The UN Convention on Contracts for the International Sale of Goods is excluded. The German text is authoritative for the interpretation of the General Terms and Conditions. *Link to the general terms and conditions and the Koelnmesse masthead at <https://www.koelnmesse.com/>*