

## **Conditions of Participation SPIEL 2022**

### **Introduction**

The following Conditions of Participation, the important information and Technical regulations and the Messe Essen site regulations constitute the contractual basis for participation in SPIEL '22 and are thereby part of the exhibitor's offer (as per Item 15 of the Conditions of Participation) for concluding a contract of participation with Friedhelm Merz Verlag GmbH & Co KG.

Any hygiene concepts which Friedhelm Merz Verlag may have created for SPIEL '22 become an integral part of the participation agreement in accordance with Item 29.

### **1. Title of the Fair**

Internationale Spieltage SPIEL '22

### **2. Organizer**

Friedhelm Merz Verlag GmbH & Co KG

Bismarckallee 8

D-53173 Bonn

Telephone: +49/228/342273

E-Mail: [info@merz-verlag.com](mailto:info@merz-verlag.com)

<http://www.spiel-messe.com>

### **The Technical Organization will be carried out on behalf of the organizer by**

Messe Essen GmbH

Mrs Annegret Appel

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D-45131 Essen

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### **3. Location**

Fairground Essen

Messeplatz 1

D-45131 Essen

### **4. Fair Program**

All types of games, e.g. children, family, party and adult games, post, video and computer games, toys and comics. Any exhibits that glorify war or are of a racist or indecent nature shall not be admitted. The organizer points out that all products provided on the European market need to fulfill the conditions of the Directive 2009/ 48/EC of the European Parliament and of the council of 18 June 2009 on the safety of toys, in their respective current version. This Directive shall apply to products designed or intended, whether or not exclusively, for use in play by children under 14 years of age. You find the full text of the directive via the following link: <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32009L0048&from=en>

### **5. Duration and Opening Hours**

Thursday, 6th October 2022 to Saturday, 8th October 2022, daily 10 a.m. until 7 p.m.

Sunday, 9th October 2022, 10 a.m. to 6 p.m.

The organizer reserves the right to adjust the opening hours once again before the start of the fair.

## **6. Erection and Dismantling Dates**

Erection: 3rd, 4th, 5th October 2022.

Dismantling: 10th October 2021.

## **7. Stand rentals**

The net participation fee (excluding stand construction and equipment) for a floor area of 11 sqm or more is as follows for

Publisher stands per sqm:

Rowstand, 1 side open: EUR 111,50

Cornerstand, 2 sides open: EUR 113,50

Head of rowstand, 3 sides open: EUR 116,50

Islandstand, 4 sides open: EUR 119,50

Dealer stands per sqm:

Rowstand, 1 side open: EUR 126,50

Cornerstand, 2 sides open: EUR 129,50

Head of rowstand, 3 sides open: EUR 131,50

Islandstand, 4 sides open: EUR 134,50

Two-level stands: The price per sqm of space on the second level will be charged at 75% of the basic rent.

Parts of a square metre will be charged as full units.

## **8. Small Stands**

Small stands of 10sqm can be rented at favourable prices. The net participation price (without stand construction and equipment) for a floor space of 10 sqm is for

Publisher stands:

Rowstand, 1 side open: EUR 757,--

Cornerstand, 2 sides open: EUR 809,--

Head of rowstand, 3 sides open (only in exceptional cases): EUR 879,--

Dealer stands:

Rowstand, 1 side open: EUR 860,--

Cornerstand, 2 sides open: EUR 911,--

Head of rowstand, 3 sides open (only in exceptional cases): EUR 981,--

## **9. Stand partition walls**

Stand partition walls are obligatory. The walls of these stands will be erected by the organizer. The organizer offers a high-quality plastic wall system. It is an aluminium system with white wall fillings. Stand border system walls for 10 sqm stands will be charged with a fee of EUR 310,-- + VAT per booth by Friedhelm Merz Verlag.

Stand border system walls for booths bigger than 10 sqm will be charged with a fee of EUR 35,-- + VAT per meter. An exhibitor may not book small stands located next to each other and remove the partition walls erected by the organizer. In such an event, the exhibitor will be charged the full square meter price.

## **10. Author's Workshop**

In order to present prototypes of games (individual items) that are not yet available, a table may be rented at the Author's Workshop in an open area at a charge of EUR 270,-- + VAT. No sale may take place.

A product which may not be placed on the market of the European Union because it does not meet the legal requirements may only be exhibited if it is pointed out that it does not meet these requirements and can only be acquired for the market of the European Union when the corresponding conformity has been established. During a demonstration, the necessary precautions must be taken to protect the safety and health of persons (§ 3 paragraph 5 Product Safety Act).

If the exhibitor violates this regulation or if the exhibitor resists a removal order, the exhibitor shall pay a contractual penalty of 10 % of the invoiced participation fee for each day that such exhibition goods remain on the stand or table

of the Author's Workshop.

In the event that an exhibitor at the Author's Workshop does sell games there, said exhibitor will be expelled from the fair.

### **11. Furniture**

Furniture is not included and must be ordered separately and at extra charge.

### **12. Value Added Tax / Other taxes and duties**

The participation fee and all other fees shall be calculated in euros and are net prices, in addition to which value added tax shall be charged at the respective rate determined by law for the time of the event and shall be payable at the place determined by law.

If the VAT changes in the period between invoicing and the next fair, an adjustment will be made in accordance with the applicable regulations. The exhibitor is obliged to provide Friedhelm Merz Verlag GmbH & Co. KG with proof of his company status under the terms of the Value Added Tax Act on request.

### **13. Co-exhibitors**

Without written consent of the organizer, exhibitors may not let their stand either fully or in part to third parties, whether for a consideration or free of charge. In the event that a co-exhibitor does exhibit without the prior consent of the organizer, the organizer may cancel the agreement with the hirer without notice and cause, the stand has to be cleared at the exhibitor's expense. In the event that the exhibitor wishes to share his stand with a co-exhibitor, the hirer must apply in writing to the organizer. A charge will be made: EUR 210,-- for 10 sqm stands and EUR 420,-- for all other stands plus VAT. The co-exhibitors will be included in the list of exhibitors in the fair catalogue.

### **14. Marketing package**

The Marketing package is obligatory for all exhibitors and their co-exhibitors and will be invoiced by the fair organizer in addition to the participation fee. The price for the marketing package for each exhibitor and co-exhibitor is EUR 75,-- plus VAT. The marketing package comprises the following:

- Listing in the exhibitor directory of the SPIEL-GUIDE
- Listing in the exhibition program
- Listing of the game novelties

### **15. Registration**

Registration should be made on the enclosed form. An effective contract offer by the exhibitor is also legally binding, if he sends his registration for SPIEL by e-mail or otherwise in text form.

The organizer expressly reserves the right not to process incomplete registrations. Any special conditions or restrictions made on the application will not be accepted. If these are entered in the application form, they will only be legally valid if Friedhelm Merz Verlag GmbH & Co. KG has given its written approval. Submission of the application constitutes the exhibitor's acceptance of these Conditions of Participation. The exhibitor is obliged to comply with all applicable public regulations concerning the selection, construction and operation of his stand, especially all local, building and factory inspectorate regulations, including the design regulation on the construction and operation of places of assembly.

Upon receipt of the registration, the exhibitor will receive an invoice from Friedhelm Merz Verlag GmbH & Co. KG.

### **16. Closing Date for Registration**

The closing date for registration is May 13th, 2022.

### **17. Stand allocation**

The allocation of stands is undertaken by the organizer in a manner fitting to the hall plan, the exhibition space, technical requirements and other conceptual issues. The exhibitor has no claim to the allocation of a particular stand space even if he has exhibited on the same spot for years. Special wishes concerning the stand will be given favourable

consideration, if possible. The organizer is entitled to any assignment of space and to make any change of an assignment of space made. The exhibitor can lodge objections in writing by registered letter within 1 week after receipt of the stand allocation. The effectiveness of the exhibiting contract concluded is not affected by any objection. The organizer will do its best to take corrective measures, but is not legally obliged to do so.

The organizer is entitled – also subsequently after the conclusion of the exhibiting contract – to make changes to the stand allocation, especially to the exhibitor's stand space, in deviation from the admission confirmation, allocate a space in another position or a space of a different kind, size and dimensions, provided this is necessary for reasons of safety, public order, official requirements or because the fair is oversubscribed and other exhibitors must be admitted or because changes in the stand allocation are necessary for a more efficient utilization of the rooms and spaces required for the fair. Such subsequent changes must not, however, exceed an extent that can reasonably be expected of the exhibitor. If subsequent changes result in a lower exhibiting fee, the amount of the difference is to be refunded to the exhibitor. Further claims against Friedhelm Merz Verlag are excluded.

Friedhelm Merz Verlag is entitled to relocate or close the entrances and exits of the fair site and halls, and to make other structural changes. The exhibitor must expect discrepancies of up to 5 cm in the dimensions of his stand due to variations in the thickness of the stand partition walls. Claims regarding discrepancies in size will not be accepted by Friedhelm Merz Verlag. Partition walls, projecting walls, pillars, downpipes and fire extinguisher cabinets are part of the allocated stand space. Exhibitors or their stand designers are obliged to obtain information about layout and exact dimensions on site before starting planning work. If necessary, layout diagrams of stand spaces and the immediate surroundings with dimensions can be requested from Messe Essen, Veranstaltungstechnik (Technical Services), but no responsibility can be accepted for the accuracy of this information. These conditions are acknowledged when the stand is accepted. Justified complaints must be made in written form to Friedhelm Merz Verlag without delay after occupying the stand, so that any faults can be remedied. Late complaints cannot be considered and do not constitute a reason for claims against Friedhelm Merz Verlag. Friedhelm Merz Verlag is excluded from liability for claims for any kind of damages arising out of violations of the contract in connection with stand allocation, provided Friedhelm Merz Verlag has not acted with intent.

### **18. Stand Erection and Design**

Areas ordered by the exhibitors on their registration forms will be provided by the organizer. Rear stand area partition walls consist of 2.50 m high fair walls in an untreated state. Any further stand fittings are at the responsibility of the exhibitor (carpeting, lights etc.). It is mandatory that the stand sides on the visitor aisles are transparent and may only be closed up to max. 30 %. In order to guarantee a good overall impression, the fair company has specifications for stand erection and design which contain binding conditions. They are contained in the "Technical Specifications". The "Technical Specifications" for exhibitors and fair erection companies are part of the agreement. The relevant legal provisions and rules are binding for the exhibitor. There must always be sufficient information staff at the stand. Outside of the daily fair opening times, exhibitors and their staff may not enter other stands without the consent of the stand holder.

The exhibitor must observe the hygiene concept requirements that apply to the owned stand.

#### **Two-level stands**

Two-level stands are possible for a rented floor space of 200 sqm or more and require special approval by Friedhelm Merz Verlag.

Special technical requirements must be fulfilled to comply with building, fire and other safety regulations for two-level stands. The respective guidelines are available from Messe Essen.

### **19. Terms of payment**

All amounts invoiced by Friedhelm Merz Verlag GmbH & Co. KG are to be paid in full, 50 % to be paid immediately on receipt of the invoice and the remaining 50 % no later than 1st August 2022. In the event that the amounts due have not been received by the stated dates, the organizer may deny exhibitors participation in SPIEL '22.

#### **Any bank charges incurred must be paid by the exhibitor.**

The organizer is entitled to terminate the exhibiting contract without notice if the exhibitor fails to settle the payments stipulated in this contract despite reminder action. The organizer shall then be entitled to dispose of the stand space without further notice. In this case, the exhibitor remains obliged to pay the full contractually agreed exhibiting fee.

The organizer reserves the right to assert the landlord's right of lien as security for outstanding debts arising out of the contract. Products, stand fittings and furnishings may not be removed from the fair site until the exhibitor has discharged all obligations arising out of this contract. Objection to their prior removal is lodged now. The exhibitor/co-exhibitor shall provide the organizer with information about the ownership status of these articles at any time.

If an exhibitor/co-exhibitor defaults on his payment obligations, the organizer is entitled at its discretion to retain all or some of these objects and to sell them at a public auction or on the open market at the exhibitor's cost. The legal regulations on the enforcement of a lien are eliminated by agreement – to the extent this is legally admissible. The organizer accepts no liability for damage to such retained objects and stand equipment, unless this is due to intention or gross negligence on the part of the organizer.

## **20. Cancellation, non-appearance and global compensation**

Registrations will be legally binding as soon as a signed copy is received by the organizer. If an exhibitor decides up to two months before the start of the fair not to occupy the area rented by him, a cancellation charge of 40% of the agreed participation price will be payable. If the exhibitor cancels his participation after this time, the full agreed participation price must be paid to the organizer.

The exhibitor has a one-time special right of cancellation if an exhibitor, due to sovereign rules and regulations, is prevented from leaving his/her home country or entering Germany.

Statutory notice of termination of the exhibiting contract is apart from that excluded. The right of both parties to extraordinary notice to terminate for important cause remains unaffected.

If an exhibitor withdraws from the contract unilaterally and without justification, the organizer is entitled but not obliged to otherwise dispose of the stand space. In this case, the exhibitor remains obliged to pay the full contractually agreed exhibiting fee.

If a stand is not occupied by the exhibitor by the time the fair opens (no show), said exhibitor must also pay the costs which the organizer verifiably incurs for the necessary redesigning of the stand or stand space.

In all the above cases the exhibitor's right to prove that such damages did not occur or were of a considerably lower amount remains unaffected.

If the assets of the exhibitor are the subject of insolvency proceedings, the exhibitor is obliged to notify the organizer of this without delay. In this case Friedhelm Merz Verlag is entitled to terminate the contract for important cause without notice.

## **21. Postponement, cancellation, termination etc. of the fair**

21.1 Friedhelm Merz Verlag GmbH & Co. KG has the right to change the time and/or location, to reduce, abort, temporarily interrupt, partially close, or cancel the fair due to reasons of force majeure or due to other circumstances for which it cannot be held responsible or because holding the event has become unreasonable for it. A situation justifying such a measure applies especially

- a) if there are adequate factual indications that the planned execution or continuation of the fair may lead to a specific risk to life or limb or to property of significant value;
- b) if for reasons for which it cannot be held responsible or in the event of force majeure (e.g. power failure, severe failure or considerable disruption to public transport services, utilities and/or communication channels, administrative orders or urgent official recommendations, industrial action, terror or other risks to life and limb, natural disasters, epidemics, pandemics, etc.) the fair can either not take place, or the uninterrupted staging of the fair is impaired or at risk to such extent that the purpose of the fair intended by the planned staging can neither be achieved for exhibitors, nor for visitors and Friedhelm Merz Verlag, or can only be achieved under considerable restrictions.

As the organizer, Friedhelm Merz Verlag GmbH & Co. KG will take the respective decision at its own discretion.

21.2 Should the fair be cancelled before the scheduled start as detailed under section 21.1, the mutual performance obligations of the contracting parties shall no longer apply. Friedhelm Merz Verlag GmbH & Co. KG undertakes to reimburse payments already made by the exhibitor. Friedhelm Merz Verlag GmbH & Co. KG is not liable for damage and disadvantages which the exhibitor suffers as a result of the fair being cancelled.

21.3 Friedhelm Merz Verlag GmbH & Co. KG will immediately notify the exhibitor if the location or the time of the fair is changed or its duration is reduced. Such a change may even be communicated electronically, e.g. by e-mail. In this case, the exhibitor has the right to rescind the participation agreement. If such rescission is not pronounced towards Friedhelm Merz Verlag GmbH & Co. KG in writing within two weeks following receipt of the communication, the participation agreement is deemed to have been agreed for the new location and time of the fair.

21.4 If the fair closes early (cancellation, reduced duration), is temporarily disrupted or partially closes once the fair has started or if it starts late, the exhibitor's obligation to participate in such part of the fair that has not been cancelled and to payment of the full price for participation remains in effect. The exhibitor is not entitled to a refund or remission of the participation fee.

21.5 Friedhelm Merz Verlag GmbH & Co. KG has the right to renounce the performance of the fair at its discretion and taking into account the justified interests of those participating in the fair if it proves futile to achieve economic viability or if the number of registrations indicates that the overview which the fair strives to achieve of and for the industry cannot be guaranteed. Section 21.2 applies accordingly.

## **22. Utilities**

Connections for telephone, electricity and water are available in the exhibition halls. Such connections are only to be made by contractors appointed by Messe Essen. Order forms will be sent to the exhibitors in due time.

## **23. Security and Cleaning**

General security and cleaning of the halls (foyer, aisles etc.) and the fairgrounds will be provided by the organizer and Messe Essen. Exhibitors will be responsible for the security, cleaning and maintenance of their exhibition stands. Any waste or refuse occurring during the fair or during the erection or dismantling of the stands shall be disposed of by the exhibitor. Legal provisions specify that the causer is responsible for the correct disposal of waste (law on the disposal of waste, Legal Gazette BGBI. I., p. 1410, 1501). Carpeting, stand structures or mixed waste are deemed to be refuse or waste material and must be registered for disposal. This also applies to production waste of any type such as metal, paper, glass and special waste. Any domestic waste which occurs when exhibitors provide refreshments for guests, can be disposed of by the contractors appointed by Messe Essen. Exhibitors can order this service on the order form contained in the Exhibitor Service Portal. Rules and charges are also contained in the Exhibitor Service Portal.

## **24. Insurance and Liability**

The exhibitor is responsible for insuring his exhibits. The organizer will accept no liability, also not for damage due to structural faults, rain etc. Messe Essen has signed a general agreement with the Allianz Insurance Company which permits the exhibitors to insure exhibits at favourable rates against fire, burglary, theft and damage.

The organizer has also taken out, at his own cost, insurance covering the legal liability for any claims made against the organizer and the exhibitors by third parties for damage to persons or property on the grounds of Messe Essen during the erection, fair and dismantling period. All liability shall be made to the organizer without delay.

## **25. Verbal Agreements**

All agreements, approvals and special rules will only be legally binding if confirmed by the organizer in writing.

## **26. Legal Venue and Place of Performance**

The place of jurisdiction and performance for all obligations is Bonn. German law shall apply exclusively, to the exclusion of private international law and the UN Convention on Contracts for the International Sale of Goods. The German text shall be the sole binding version.

## **27. General**

The authority of Messe Essen applies in the whole fair ground. Exhibitors will be informed of rules and regulations.

## **28. Concluding Provisions**

The invalidity of individual provisions or clauses shall have no bearing upon the validity of these "Conditions of Participation" of Friedhelm Merz Verlag GmbH & Co. KG. In this case, the organizer and exhibitor undertake to agree on a valid and enforceable provision that corresponds as far as possible to the purpose of the invalid or unenforceable provision within the meaning of the General Conditions of Participation and taking into account the overall purpose of the contract; the same applies to any omissions in the General Conditions of Participation.

Claims against the organizer are limited to a time period of one year, unless the organizer has justified the claims through grossly negligent or intentional behaviour, or the claims are subject to a time limitation under the law of more than three years. The time period begins with the last day of the event. The exhibitor has a right of retention only for claims which are unchallenged or legally established. The exhibitor can only deduct claims that are legally established or unchallenged.

## **29. Hygiene concept, update of Conditions of Participation**

If Friedhelm Merz Verlag GmbH & Co. KG, due to legal or official requirements or recommendations, or due to its responsibility as an organizer, voluntarily specifies a hygiene concept for carrying out SPIEL '22 such concept is valid after being communicated to the exhibitor in electronic form as in effect as last promulgated.

The exhibitor must comply with those hygiene concept requirements that apply to his/her stand and to the exhibitor. Insofar as the requirements detailed under the hygiene concept call for this, Friedhelm Merz Verlag GmbH & Co. KG has the right to modify the above Conditions of Participation at its discretion and as is necessary, and will communicate such updates to the exhibitor. Any changes to the Conditions of Participation become effective for the exhibitor as soon as they have been announced. Such subsequent changes, however, must not exceed a reasonable scope for the exhibitor. The level of reasonableness, in the event of doubt, is specified by legal or official requirements and recommendations.

Bonn, January 2022

Organizer and Fair Management