



Terms and Conditions of Participation Spielwarenmesse® Digital 2022

Preliminary remark

The following Terms and Conditions of Participation constitute the contractual basis for on-site participation in Spielwarenmesse® 2022 and for exclusively digital participation in Spielwarenmesse® Digital 2022 and apply in addition to Item 7 of the marketing package “Smart-Package at Spielwarenmesse® Digital 2022” in the Rules of Exhibitors 2022 and thus form part of the exhibitor’s respective offer to conclude a participation contract with Spielwarenmesse eG. Participants in Spielwarenmesse® 2022 and Spielwarenmesse® Digital 2022 within the meaning of these Terms of Participation are in each case referred to as exhibitors. The exhibitor acknowledges event-related special conditions such as terms of use of the digital event form.

1. Title of the fair

Spielwarenmesse® Digital 2022

2. Duration

Spielwarenmesse® Digital 2022 will take place parallel to Spielwarenmesse® 2022 in Nuremberg from **Wednesday, 2 February to Sunday, 6 February 2022**. The platform can be used for preparation and follow-up work beyond the duration of the fair. The period of use for exhibitors begins with admission and ends with the closure of the Spielwarenmesse® Digital 2022 platform without any need for termination. For the following event, the exhibitor’s company data can be published free of charge as a basic entry by Spielwarenmesse eG unless the exhibitor expressly objects to this in writing. The decision regarding the data published is made by Spielwarenmesse eG; there is no entitlement to publication.

3. Organiser

Spielwarenmesse eG
Herderstraße 7
90427 Nuremberg, Germany
Tel. +49 911 99813-0
Fax +49 911 869660
www.spielwarenmesse.de
info@spielwarenmesse.de
Nuremberg Local Court GnR.43
Tax ID No.: 241 106 70105

hereinafter referred to as the “organiser”.

4. Event format

With Spielwarenmesse® Digital 2022, the organiser offers exhibitors at Spielwarenmesse® a digital platform with the opportunity to present their products in the various product groups of Spielwarenmesse (see Item 5) digitally to a trade audience.

5. Products on display

The articles (“products”) admitted as exhibits are divided into the following product groups:

- A. Lifestyle Products**
- B. Dolls, Soft Toys**
- C. Baby and Infant Articles**
- D. Wooden Toys, Toys Made from Natural Materials**
- E. School Articles, Stationery, Creative Design**
- F. Technical Toys, Educational Toys, Action Toys**
- G. Electronic Toys**
- H. Model Railways and Model Construction**
- I. Sport, Leisure, Outdoor**
- J. Festive Articles, Carnival, Fireworks**
- K. Games, Books, Learning and Experimenting**
- L. Multi-Product Group**

Spielwarenmesse eG expressly reserves the right to make changes to approved products and to rename or approve new or different product groups or industry segments.

6. Participation packages

Three different packages can be booked for taking part in Spielwarenmesse® Digital 2022; they differ in the type and scope of the services they contain. The specific scope of services of each package and the costs incurred for them are described below. The prices for exhibitors at the on-site Spielwarenmesse® 2022 differ from the prices for exhibitors participating exclusively in the digital platform (hereinafter also referred to as “digital exhibitors”).

The package prices are calculated in euros and are net prices. Value added tax shall be charged at the respective rate determined by law at 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 Spielwarenmesse eG with proof of his company status under the terms of the Value Added Tax Act on request.

All prices are in addition to any taxes and duties levied in the exhibitor's country. Spielwarenmesse eG is entitled to pass on such taxes and duties even if they were not yet known or levied at the time of registration.

6.1 Smart-Package

Services

- **Digital company profile**
 - Naming of three contact persons
 - Small tile size in the exhibitor list
 - Three product entries (incl. text and image)
 - Publishing of licence entries
- **Communication & Networking Functions**
 - Audio/video meetings with a maximum duration of 10 minutes
 - Individual invitation link for visitors
 - Real-time lead reporting incl. visitor data
 - Back office: online lead processing

Package price for:

- exhibitors of the Spielwarenmesse® 2022: **included in the marketing package**
- digital exhibitors without stationary participation at Spielwarenmesse® 2022: **3,900 €**

6.2 Connect-Package

Services

- **Digital company profile**
 - Naming of 10 contact persons
 - Average tile size in the exhibitor list
 - 25 product entries (incl. text and image)
 - Publishing of trademark entries
 - Publishing of licence entries
 - Uploading of a press release
- **Communication & Networking Functions**
 - Audio/video meetings with a maximum duration of 30 minutes
 - Individual invitation link for visitors
 - Real-time lead reporting incl. visitor data
 - Online lead processing incl. CSV export
- **Digital Events**
 - One speaker slot (30 min) in the Spielwarenmesse® Digital Programme
 - One workshop

Package price for:

- exhibitors of the Spielwarenmesse® 2022: **4,900 €**
- digital exhibitors without stationary participation at Spielwarenmesse® 2022: **9,900 €**

6.3 Premium-Package

Services

- **Digital company profile**
 - Naming of contact persons, unlimited number

- Large tile size in the exhibitor list
- 50 product entries (incl. text and image)
- Publishing of trademark entries
- Publishing of licence entries
- Uploading of five press releases
- Video in header graphic

- **Communication & Networking Functions**

- Time unlimited audio/video meetings
- Individual invitation link for visitors
- Real-time lead reporting incl. visitor data
- Online lead processing incl. CSV export

- **Digital Events**

- Three speaker slots (30 min) in the Spielwarenmesse® Digital Programme
- Five workshops

Package price for:

- exhibitors of the Spielwarenmesse® 2022: **19,900 €**
- digital exhibitors without stationary participation at Spielwarenmesse® 2022: **49,900 €**

7. Registration

The registration of digital exhibitors is done online via the Online Service Center of Spielwarenmesse eG at www.spielwarenmesse.de/en/application and is binding for the registering digital exhibitor. The online registration must be completed in full and is even valid without signature and stamp by sending it from the Online Service Center. By registering for on-site participation in Spielwarenmesse® 2022, such exhibitors do not need to register separately for Spielwarenmesse® Digital 2022.

Spielwarenmesse eG expressly reserves the right not to process incomplete registrations.

Reservations and conditions (e.g. exclusion of competition) are not permitted in the registration. If these are inserted in the registration form, they only become legally effective when confirmed in writing by Spielwarenmesse eG. By registering – in writing or online – the exhibitor accepts these Terms and Conditions of Participation, the supplementary provisions in the Online Service Center and the provisions in the order forms as binding in accordance with the terms of use of the Online Service Center of Spielwarenmesse eG. All the aforementioned legal texts are available for inspection at the offices of Spielwarenmesse eG, Herderstrasse 7, 90427 Nuremberg. Conflicting or supplementary general terms and conditions of the exhibitor are excluded, even if these are not expressly contradicted. After online registration, the exhibitor will receive an electronic confirmation of receipt from Spielwarenmesse eG, which does not constitute admission within the meaning of Item 10.

The registration constitutes the exhibitor's offer.

The exhibitor is irrevocably bound by this offer until

20 October 2021. Spielwarenmesse eG has accepted the offer if it has admitted the exhibitor in accordance with Item 10 and sent the invoice in accordance with Item 17 by this date.

The offer does not cease automatically on expiry of the above-mentioned binding period, but is maintained as a revocable offer with effect from 21 October 2021 and extended until cancelled by the exhibitor. Spielwarenmesse eG must be notified of such cancellation in writing. The offer ceases on receipt of the cancellation by Spielwarenmesse eG, unless Spielwarenmesse eG has previously declared its acceptance in the subsequent stand allocation procedure by admitting the exhibitor and sending the invoice.

8. Registration fee, cancellation

A registration fee of 400 € net is due upon registration. An invoice will be sent automatically by e-mail after receipt of the registration. The invoice is payable to the account of Spielwarenmesse eG specified in **Item 17 of the Conditions of Participation**. If the registration fee is not paid, Spielwarenmesse eG will not process the registration; **the exhibitor nevertheless remains obliged to pay, even if its registration is cancelled**.

If the exhibitor cancels the registration with the consent of Spielwarenmesse eG after paying the registration fee yet before admission, the registration fee paid is forfeited; there is no entitlement to a refund. Instead, the exhibitor must pay an additional processing fee (reimbursement of expenses) of 20 % of the participation package booked. The processing fee is due without delay after Spielwarenmesse eG has issued the relevant invoice.

The registration fee will be deducted from the invoice for the exhibiting fee if the exhibitor is admitted or refunded in the event of non-admission. If the invoice is not paid by the due date after approval and invoicing or the application is withdrawn by the exhibitor after admission, the registration fee paid is forfeited and no entitlement to a refund exists.

9. Admission

The participation contract shall become effective upon notification of admission, which can be made by letter, fax or other electronic transfer and is also valid without a signature. Spielwarenmesse eG decides on the admission of the registered exhibitors and co-exhibitors as well as the products. There is no legal entitlement to admission.

Only companies that supply their digitally exhibited products to commercial resellers, commercial consumers or bulk buyers can be admitted as exhibitors. Companies that only supply their products direct to the end consumer cannot be admitted.

The contract is based on the exact description of products provided for exhibiting. Products other than those registered and approved may not be displayed. The displaying of unauthorised exhibits or exhibits that are unlawful or offend against taste and decency is not permitted. They may be removed from the digital platform by Spielwarenmesse eG. In particular, the presentation of exhibits that can be regarded as propaganda material or symbols of unconstitutional organisations, especially former National Socialist organisations

(e.g. swastikas, SS runes, etc.) within the meaning of Sections 86, 86a of the German Criminal Code (StGB) is prohibited.

Note:

A product that is not allowed to be sold in the European Union because it does not fulfil the statutory requirements may only be exhibited if it is indicated that the product does not fulfil these requirements and cannot be purchased for sale in the European Union until the relevant compliance is established. The necessary precautions to ensure public health and safety must be taken during demonstrations (§ 3 Para. 5 Product Safety Act).

Spielwarenmesse eG is entitled to reject applications without giving reasons. The admission granted may be revoked if the conditions for granting it are not or are no longer fulfilled.

Upon admission, the exhibitor will receive the corresponding access data for the further password-protected use of the Online Service Center and Spielwarenmesse® Digital.

Upon admission, the data submitted with the application will be posted as a digital company profile. The data can be edited by the exhibitor on the digital platform. The exhibitor alone is responsible for the maintenance of its company profile in good time. The exhibitor alone is responsible for the content and legal admissibility of the data provided or posted for the company profile. The exhibitor guarantees that the content provided does not infringe any industrial property rights or any other rights of third parties. Spielwarenmesse eG has no obligation to verify this and accepts no liability for the accuracy or completeness of the content provided.

10. Brand and product piracy

The displaying of products or the offering of services at Spielwarenmesse® Digital 2022 whose manufacture, marketing, distribution, possession or advertising violates laws relating to the protection of intellectual property or industrial property rights is prohibited.

If Spielwarenmesse eG is presented by an exhibitor with an enforceable court decision, such as an injunction, prohibiting another exhibitor from manufacturing, marketing, selling, possessing or advertising all or some of its products shown or services offered, Spielwarenmesse eG is entitled to terminate the participation contract with this exhibitor without notice for cause and to block such exhibitor's digital company profile and associated access. The exhibitor affected by these measures will be excluded from participating in the subsequent Spielwarenmesse® fairs.

Spielwarenmesse eG will cancel the above-mentioned sanctions if the exhibitor concerned can prove to Spielwarenmesse eG that the enforceable court decision leading to the imposition of the sanctions has itself been cancelled or cancelled only with regard to enforceability, or has been amended in such a way that the conditions for termination, deactivation and exclusion from further fairs no longer apply.

If Spielwarenmesse eG takes measures or introduces requirements for the protection of intellectual property or industrial property rights during Spielwarenmesse® Digital 2022 and an exhibitor who is accused of infringing the corresponding rights of another exhibitor by exhibits shown or offered on its digital platform ignores these measures or does not comply with these requirements, Spielwarenmesse eG is entitled to exclude this exhibitor from participating in subsequent Spielwarenmesse® fairs – both as a digital and on-site event. Claims for damages by the participating exhibitors against Spielwarenmesse eG due to the contractual implementation of the measures described above are excluded, except in case of intent or gross negligence.

11. Responsibility for content on the digital platform under competition law

The exhibitor is solely responsible for the legal admissibility, in particular under competition law, of the entries **made at** Spielwarenmesse® Digital 2022 at its **instigation**. If third parties assert claims against the organiser due to the unlawfulness of the exhibitor entries or their inadmissibility under competition law, the exhibitor shall fully indemnify the organiser against all claims asserted, including all the costs of any necessary legal defence on the organiser's part. The exhibitor bears sole responsibility for all contents of its virtual presence, be it texts, graphics, photos, videos or links, and shall not infringe any third-party rights. The exhibitor shall indemnify Spielwarenmesse eG against claims asserted by third parties in connection with the mandate carried out, even if such mandate has been cancelled. The organiser is not obliged to check entries and contents to see whether they infringe third-party rights or whether they comply with the provisions of competition law.

12. Terms of payment

Admission and invoicing shall take place concurrently. The invoice amount is due for payment on the date stated in the invoice, but not before 15 October 2021. Payments shall be made in due time without any deductions and only to the accounts indicated on the invoice.

Invoiced by:

Spielwarenmesse eG, Herderstrasse 7, 90427 Nuremberg, Germany

Bank charges shall be borne by the exhibitor.

Payment by credit card (VISA, MasterCard, and American Express) is possible.

In the event of a default in payment, interest on arrears shall be payable at a rate of 9 percentage points above the base interest rate. This does not exclude the assertion of further or higher damages.

Spielwarenmesse eG is entitled to terminate the participation contract without notice if the exhibitor has not made payments due under this contract despite a reminder. In this case,

Spielwarenmesse eG is entitled to deactivate the digital company profile and the associated staff profiles without further notice. In this case, the exhibitor remains obliged to pay the full contractually agreed package price. The right to use the digital platform is not secured until the contractually agreed payment dates have been met and all invoiced amounts have been paid in full.

Exhibitor passes will only be issued after payment of the invoiced participation fee and all ancillary costs due.

13. Termination

Ordinary termination of the participation contract is excluded. The right of both contract parties to extraordinary termination for cause shall remain unaffected.

If an exhibitor cancels the contract unilaterally and without justification, Spielwarenmesse eG is entitled to block access to the platform containing the digital company profile and all associated staff profiles. In this case, the exhibitor remains obliged to pay the contractually agreed participation fee in full.

If insolvency proceedings are applied for in relation to the exhibitor's assets, the exhibitor is obliged to inform the fair management without delay. Spielwarenmesse eG is then entitled to terminate the contract without notice for cause.

If – for whatever reason – Spielwarenmesse® 2022 does not take place, then Spielwarenmesse eG is entitled but not obliged to rescind and withdraw from Spielwarenmesse® Digital 2022. If it is impossible to hold Spielwarenmesse® Digital 2022 cost-effectively due to an insufficient number of participants, Spielwarenmesse eG may rescind the contract and cancel the event; such decision shall be made at the discretion of Spielwarenmesse eG. In both of the above cases, the organiser will inform the exhibitors at once and refund in full any payments already made on the respective package prices booked. Any further claims – in particular claims for damages by the exhibitor against Spielwarenmesse eG – are excluded unless in case of intent or gross negligence by Spielwarenmesse eG.

14. Special agreements

All agreements, individual approvals and special rules deviating from these Terms and Conditions of Participation shall be effective only if confirmed in writing by Spielwarenmesse eG.

15. Exhibitor pass codes and staff profiles

A personalised exhibitor pass can be generated online by means of a pass code, which also serves as access authorisation to the Spielwarenmesse® Digital platform. All information provided during the personalisation process of the exhibitor pass must be correct. Exhibitor passes are not transferable and must not be passed on to third parties. In the event of misuse, the exhibitor concerned must pay a lump-sum compensation of 40 € for each incident detected.

Passes included for digital exhibitors:

When booking the participation package, the digital exhibitor is entitled to the following number of exhibitor pass codes depending on the package: three codes per the Smart-Package, 10 codes per Connect-Package and 40 codes per Premium-Package.

Any additional exhibitor pass codes required can be purchased for persons entitled. **The pass codes will be sent to exhibitors by e-mail as soon as the full participation fee and all other fees due have been paid.**

Exhibitors can order invitation vouchers to give trade visitors and business partners free admission. Only the invitation vouchers redeemed will be charged at the price stated in the Online Service Center after the fair. It is not permitted to pass on invitation vouchers in return for payment. Any misuse will result in the invitations vouchers being cancelled.

16. Creation and use of visual material, photography, drawing, etc.

Spielwarenmesse eG is entitled to use the exhibitor's image and video material for its events, in particular the Spielwarenmesse®, whether as an on-site or digital event, to have its own image and video material made of the event and to use this material for advertising and press releases of Spielwarenmesse eG and its subsidiaries.

In this respect, the exhibitor grants Spielwarenmesse eG the non-exclusive, sub-licensable, freely transferable, unrestricted in terms of territory and content right of use and exploitation, the right of reproduction and distribution, the right of public reproduction, the right of making available to the public as well as the broadcasting right, the archiving right and the database right for the image and video materials made available by the exhibitor.

17. Liability

Liability is excluded for short-term impairments of usability. Spielwarenmesse eG accepts no liability for downtimes, malfunctions, impediments to performance, delays or other errors that may occur during the use of the digital platform, unless intent and gross negligence apply. Platform availability may be temporarily restricted due to maintenance work and for other reasons. Any liability for the consequences of limited availability is excluded. Spielwarenmesse eG accepts no liability for any non-functioning, malfunctioning or damage caused by failure to observe the technical recommendations. Instead, the exhibitor is obliged to ensure the technical requirements at its own expense.

18. Access authorisation

Domestic and foreign trade visitors are admitted as visitors to Spielwarenmesse® Digital, in particular buyers of products from the industry groups represented at the fair, service providers

of the participating companies and trade groups defined by Spielwarenmesse eG. To prove this, all visitors must go through a registration and legitimation process provided for this purpose. Spielwarenmesse eG has the right to specification according to Section 315 BGB (German Civil Code).

19. Place of fulfilment and jurisdiction

If the exhibitor is a merchant, a legal entity under public law or a special fund under public law, the place of performance for all obligations arising from the contractual relationship shall be Nuremberg.

If the exhibitor is a merchant, a legal entity under public law or a special fund under public law, or if the exhibitor has no general place of jurisdiction in the Federal Republic of Germany, Nuremberg is agreed as the place of jurisdiction. Spielwarenmesse eG is also entitled to take legal action against the exhibitor before the court having jurisdiction for the exhibitor's registered office.

German law shall apply exclusively.

20. Declaration on data processing

The data provided by the exhibitor will be recorded and stored in the database of Spielwarenmesse eG. Spielwarenmesse eG and its affiliated companies use the personal data provided by the exhibitor for advertising purposes, in particular the e-mail address provided for advertising their own products or services. The exhibitor may object to any future advertising at any time. The data will not be used for any other purpose, and will, in particular, not be passed on to third parties, with the exception of service providers working for Spielwarenmesse eG. The data protection declaration of Spielwarenmesse eG (available on the Internet at www.spielwarenmesse.de/en/data-protection) also applies.

21. Use of the word mark Spielwarenmesse® and the figurative mark

The word mark Spielwarenmesse® and the figurative mark  are registered trademarks in Germany (German Patent Office – DE trademark registration no. 30 2011 053 981, OHIM – 007381 155, etc.). They may only be used with the consent of Spielwarenmesse eG.

Consent will be granted if their use complies with the CD guidelines of Spielwarenmesse eG, which are available at www.spielwarenmesse-eg.de/fileadmin/Corporate/SWM_CDGuide_EN.pdf.

Status: 22 February 2021