



# Rules for Exhibitors 2023

## Introduction

The following Rules for Exhibitors, the Rules for Exhibitors for Spielwarenmesse Digital 2023, the Important information and Technical regulations and the NürnbergMesse site regulations constitute the contractual basis for participation in Spielwarenmesse 2023 and are thereby part of the exhibitor's offer (as per Item 8 of the Rules for Exhibitors) for concluding a contract of participation with Spielwarenmesse eG.

Any hygiene concepts which Spielwarenmesse eG may have created for Spielwarenmesse become an integral part of the participation agreement in accordance with Item 41.

### 1. Name of fair

72<sup>nd</sup> Spielwarenmesse

### 2. Venue

Nürnberg Exhibition Centre, 90471 Nuremberg, Germany

### 3. Duration of fair

**Wednesday, 1 February – Sunday, 5 February 2023**

#### Fair times:

Daily from 9 am – 6 pm.

#### Admission times for exhibitors:

Daily from 8:15 am. The stands must be occupied by not later than 8:45 am. Safety regulations require that the halls and outdoor area be vacated by not later than 7 pm.

#### Admission times for visitors:

Daily from 8:45 am – 5 pm.

### 4. Organizer

Spielwarenmesse eG, Herderstraße 7

90427 Nuremberg, Germany

Tel. +49 911 99813-0

Fax +49 911 869660

www.spielwarenmesse.de

info@spielwarenmesse.de

Nürnberg District Court GnR.43

Tax no.: 241 106 70105

Hereinafter referred to as the "organiser".

### 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. Sports, Leisure, Outdoor

#### J. Festive Articles, Carnival, Fireworks

#### K. Games, Books, Learning and Experimenting

#### L. Multi-Product Group

#### M. Services for Trade and Industry

Spielwarenmesse eG expressly reserves the right to change the admitted products or rename or integrate new or other product groups and segments.

### 6. Exhibiting fee

The exhibiting fee (without stand and equipment) per square metre of floor space is:

Row stands	(1 side open)	189.00 €
Corner stands	(2 sides open)	230.00 €
Head stands	(3 sides open)	248.00 €
Block stands	(4 sides open)	252.00 €

Two-level stands (possible from 50 m<sup>2</sup> of floor space):

The price per m<sup>2</sup> of space on the second level will be charged at 35 per cent of the floor space price for row stands.

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

**The exhibiting fee is for a package of services and includes both the hire of the stand space and the extensive special services rendered by Spielwarenmesse eG, but not other services as per these Rules for Exhibitors or other services of Spielwarenmesse eG (e.g. in the Online Service Center) that are provided at extra cost.**

**The exhibiting fee and all other charges stated are net prices in euros and subject to the addition of the statutory rate of VAT applicable at the time of the event and payable at the legally stipulated place.**

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.

Spielwarenmesse eG is obliged to collect the AUMA fee of 0.60 € per m<sup>2</sup> net of stand space (hall and outdoor area) from the exhibitors. This amount will be charged by Spielwarenmesse eG and paid direct to the Association of the German Trade Fair Industry (AUMA). AUMA as the central association of the German exhibition industry represents the interests of exhibitors, visitors and organizers and informs and advises potential exhibitors from Germany and abroad.

Further information on the Internet at: [www.auma.de](http://www.auma.de)

The **waste disposal fee** is 2.90 € net per m<sup>2</sup> stand area (as per Item 32 below and Item 6.1 of the Technical regulations).

All prices are subject to any additional taxes and duties levied in the exhibitor's own country. Spielwarenmesse eG is entitled to pass on the charges for such taxes and duties even if they were not known or not levied at the time of the application.

Spielwarenmesse eG reserves the right to define certain display areas and to change or supplement the exhibiting fees and Rules for Exhibitors for such areas.

## 7. Media package

**The media Package is obligatory for all exhibitors and their co-exhibitors and will be invoiced by Spielwarenmesse eG in addition to the exhibiting fee. The price for the media Package is 649 € for each exhibitor and co-exhibitor.**

### 7.1 Individual services

**The media package includes the following services:**

- Obligatory entry in the Spielwarenmesse trade fair catalogue (print) and exhibitor directory (online) (7.1.1)
- Digital company profile on Spielwarenmesse Digital (7.1.2)
- Networking on the Spielwarenmesse Digital platform (7.1.3)
- Listing of stand activities in the trade fair calendar (7.1.4)
- Invitation codes for ten admission tickets (7.1.5)
- Marketing material (7.1.6)

#### 7.1.1 Obligatory entry in the Spielwarenmesse trade fair catalogue (print) and exhibitor directory (online)

The obligatory entry in the trade fair catalogue (print) includes:

- Exhibitor/co-exhibitor entry in the alphabetical directory
- Exhibitor/co-exhibitor entry in the product group directory
- Illustration of the stand location in the hall plan

The obligatory entry in the exhibitor directory (online) includes:

- Company name (owner if relevant)
- Company address
- Company e-mail and website
- Nature of the business
- Product category or categories as per the official Spielwarenmesse product nomenclature
- Illustration of the stand location in the hall plan

### 7.1.2 Digital company profile on Spielwarenmesse Digital

The digital company profile is comprised of:

1. Obligatory information:

- Company name (owner if relevant)
- Company address
- Company e-mail and website address
- Nature of the business
- Product category or categories as per the official Spielwarenmesse product nomenclature

2. Other content that can be included free of charge:

- Company logo, header image, company information/description, etc.
- Small tile in the exhibitor list
- Three product entries (incl. text and image)
- One brand entry
- Publishing of licence entries
- Social media profiles
- Publishing of media data (PDFs, videos and images) and web links according to the specifications provided when publishing on the platform

### 7.1.3 Networking on the Spielwarenmesse Digital platform

- Audio/video meetings with a maximum duration of ten minutes
- Individual invitation link for visitors
- Real-time lead reporting incl. visitor data
- Back office: online lead processing

### 7.1.4 Listing of stand activities in the trade fair calendar

The exhibitor/co-exhibitor may publish on-site events in the trade fair calendar on the Spielwarenmesse website in order to gain additional attention. The trade fair calendar is created in accordance with the conditions for entries in the Online Service Center.

### 7.1.5 Invitation codes for ten admission tickets

Following admission, all exhibitors/co-exhibitors receive ten free voucher codes for admission tickets via e-mail. These provide free entry to the trade fair and the Spielwarenmesse Digital platform for trade visitors and business partners. The exhibitor can order additional invitation voucher codes for themselves and/or their co-exhibitors in the Online Service Center. Once the trade fair has ended, Spielwarenmesse eG will only charge the exhibitor/co-exhibitor for the additional voucher codes that have been ordered by the exhibitor/co-exhibitor and then actually redeemed by customers for admission tickets.

It is not permitted to transfer invitation codes/redeemed admission tickets in return for payment. Any misuse shall result in the tickets being voided.

### **7.1.6 Marketing material**

Following admission, customisable marketing material, such as letter stickers, e-mail banners, etc., will be made available to the exhibitor for download in the Online Service Center.

## **7.2 General information**

In order to ensure the completeness of the official print and online media in the interests of all exhibitors and trade visitors, all exhibitors and co-exhibitors will be represented with an obligatory entry in the trade fair catalogue (print) and exhibitor directory (online) (see 7.1.1) as well as a company listing on Spielwarenmesse Digital (see 7.1.2).

The company name in the obligatory entry and company listing must match the company name given during registration. Further listings in online Spielwarenmesse media may be ordered from Spielwarenmesse eG for a charge.

Spielwarenmesse eG or ServicePartners commissioned by it will make the order documents and the precise conditions for entry in connection with the services contained in the media package and for additional listing and advertising options available in the Online Service Center in due time.

The entries for Spielwarenmesse Digital 2023 and any other additionally booked services or packages shall be governed by the Spielwarenmesse Digital 2023 Rules for Exhibitors, which the exhibitor/co-exhibitor recognises with their registration.

Only the official ServicePartners referred to on the Spielwarenmesse website and in the Online Service Center have been authorised by Spielwarenmesse eG to produce the official print and online media.

On admission (Item 10), Spielwarenmesse eG shall transfer the company data provided to it during registration to the relevant ServicePartners for publication in the company listing on Spielwarenmesse Digital.

Upon admission, and by November 2022 at the latest, Spielwarenmesse eG shall send the exhibitors its personal self-service link. The exhibitor can use this link to update and add to his company profile on the Spielwarenmesse Digital platform at any time.

On a specified date, Spielwarenmesse eG or official ServicePartners it has commissioned shall use the obligatory data from this company profile (see 7.1.2) to create the trade fair catalogue (print) (see 7.1.1). The exhibitor/co-exhibitor shall be informed of this deadline on receipt of their self-service link.

After this deadline, any corrections made to the digital company profile will not be incorporated into the trade fair catalogue (print), but will be reflected in the exhibitor directory (online) and on the Spielwarenmesse Digital platform.

The exhibitor/co-exhibitor entry in the product directory must match the trade fair's official nomenclature. The product directory names in the obligatory entry are binding for all exhibitors/co-exhibitors and serve to clearly assign the exhibitor/co-exhibitor to their exhibited products.

Company names and product listings can be found electronically before, during and after the trade fair via the Spielwarenmesse exhibitor directory (online) and the Spielwarenmesse Digital platform by using the relevant search function. Links to the company website and e-mail addresses shall be provided in the Spielwarenmesse online media.

## **7.3 Warranty and liability**

Spielwarenmesse eG assumes no liability for the correctness or completeness of the data or its transfer to the official print and online media.

The exhibitors/co-exhibitors alone are responsible for updating their company profile. Likewise, the exhibitor and co-exhibitor alone are responsible for the content and legal permissibility of the data provided and published for the company profile and for other entries and advertisements placed as ordered. The exhibitor and co-exhibitor jointly and severally warrant that the content provided does not infringe any IP rights or other third-party rights. Spielwarenmesse eG is not obliged to carry out a review in this respect and assumes no liability for the correctness or completeness of the content provided. If third parties assert claims against Spielwarenmesse eG due to the unlawfulness of an advertisement or exhibitor entries or their inadmissibility under competition law, the exhibitor and the co-exhibitor concerned shall fully indemnify Spielwarenmesse eG against all claims asserted, including all the costs of any necessary legal defence on the part of Spielwarenmesse eG. In such cases, Spielwarenmesse eG is entitled to block the media concerned. Item 12 also applies.

## **8. Registration**

The application for registration is made to Spielwarenmesse eG online via the Online Service Center of Spielwarenmesse eG at [www.spielwarenmesse.de/en/application](http://www.spielwarenmesse.de/en/application) and is legally binding on the exhibitor submitting the application. The online application sent from the Online Service Center must be completed in full and is valid without a signature and stamp.

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

Any special conditions or restrictions (i. e. exclusion of competitors) made on the application will not be accepted. If these are entered in the application form, they will only be legally valid if Spielwarenmesse eG has given its written approval. Submission of the application constitutes the exhibitor's acceptance of these Rules for Exhibitors, in accordance with the preliminary remarks, the supplementary provisions in the Online Service Center and the provisions of the order forms, as binding in accordance with the terms of use of the Online Service Center of Spielwarenmesse eG. All stated contract texts are available for

inspection in the offices of Spielwarenmesse eG, Herderstraße 7, 90427 Nuremberg. Any contradictory or supplementary terms of business of the exhibitor are excluded, even if this is not expressly stated. 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.

After the online application, the exhibitor receives electronic confirmation of receipt from Spielwarenmesse eG, which does not constitute admission for the purposes of Item 10.

**The application form constitutes the exhibitor's offer, which is irrevocably binding on the exhibitor until 31 October 2022.** The offer is considered accepted by Spielwarenmesse eG if it has admitted the exhibitor as per Item 10 by this date and has sent him the invoice as per Item 17.

**The offer does not cease automatically on expiry of the above-mentioned binding period, but is maintained as a revocable offer with effect from 1 November 2022** 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.

## 9. Registration fee, Cancellation

A registration fee of 400 € net is due with the application. An invoice is sent to the exhibitor following receipt of the application via e-mail. The invoice is payable to an account named by Spielwarenmesse eG on the invoice. If the registration fee is not paid, Spielwarenmesse eG may decline to process the application; **the exhibitor remains obliged to pay even if he cancels his registration.**

If an exhibitor cancels their registration with the trade fair organiser's consent following payment of the registration fee but before approval, the registration fee paid shall be forfeited; there is no entitlement to a refund. Moreover, the exhibitor must pay a processing fee on top (reimbursement of expenses) amounting to 20 % of the expected exhibiting fee. The expected exhibiting fee is calculated based on the information on the required stand provided by the exhibitor during registration. The processing fee is due immediately once the trade fair organiser issues 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.

## 10. Admission

The exhibiting contract takes effect on notification of admission, which can be made by letter, fax or other electronic transfer and is also valid without a signature. The decision as to whether an exhibitor, co-exhibitor and products should be admitted or not rests with Spielwarenmesse eG. A legal claim to admission does not exist.

Only companies that supply their products exclusively to commercial resellers, commercial consumers or bulk customers can be admitted as exhibitors. Companies that only supply their products directly to end consumers are not admitted.

The contract is based on the exact description of products provided for exhibiting. Products other than those registered and admitted cannot be exhibited. The display of articles that are not admitted according to the fair rules, violate legal provisions or offend against good taste is prohibited. Spielwarenmesse eG is entitled to demand the removal of such articles at the exhibitor's expense and risk. The display of exhibits that can be regarded as a means of propaganda or as signs of organizations in breach of the constitution, especially former national socialist organizations (e.g. swastikas, SS runes, etc.) within the meaning of §§ 86, 86 a of the German Penal Code (StGB) is strictly 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).

If an exhibitor opposes an order to remove such exhibits, he shall be liable to a contractual fine of 10 per cent of the invoiced exhibiting fee for each day on which the exhibits in question continue to be displayed.

Spielwarenmesse eG is entitled to reject applications at its own discretion. Admission may be revoked if the necessary requirements are not or no longer met.

The exhibitor receives the relevant login data for further password-protected use of the Online Service Center on confirmation of admission.

## 11. Exhibition activities outside the fair site

If an exhibitor rents showrooms in Nuremberg or its surroundings during the Spielwarenmesse and exhibits or offers products belonging to the product range of the Spielwarenmesse during the fair's opening hours, Spielwarenmesse eG shall be authorized to cancel the existing exhibiting contract with the exhibitor and his stand with immediate effect. Furthermore, the exhibitor shall be liable to a contractual fine equal to 25 per cent of the invoiced exhibiting fee, without prejudice to the

right of Spielwarenmesse eG to claim compensation for further damages.

## 12. Brand and product piracy

Exhibiting products or offering services at the Spielwarenmesse is prohibited if their manufacture, sale, distribution, possession or advertising violates the laws on the protection of intellectual property or industrial property rights.

If an exhibitor submits to Spielwarenmesse eG an enforceable legal ruling such as a temporary injunction prohibiting another exhibitor from manufacturing, selling, distributing, possessing or advertising all or some of the products exhibited or services offered, Spielwarenmesse eG is entitled to cancel the exhibiting contract in force with this exhibitor for good cause and without notice and to immediately close his stand by self-redress. The exhibitor affected by these measures will be excluded from participation in subsequent Spielwarenmesse.

Spielwarenmesse eG will cancel the above-mentioned sanctions if it is proved by the exhibitor concerned that the enforceable legal ruling which led to the imposition of sanctions has been cancelled or amended either itself or only in terms of its enforceability such that the conditions for cancellation of the contract, stand closure and exclusion from further fairs no longer exist.

If Spielwarenmesse eG adopts measures or rules for the protection of intellectual property or industrial property rights during Spielwarenmesse and an exhibitor who is accused of violating the relevant rights of another exhibitor by exhibiting or offering exhibits at Spielwarenmesse fails to comply with these measures or rules, Spielwarenmesse eG shall be entitled to exclude this exhibitor from participation at subsequent Spielwarenmesse. Claims for damages by the exhibitors concerned against Spielwarenmesse eG due to execution of the measures described above in accordance with the contract are excluded, except in case of intent or gross negligence.

## 13. Allocation of stands

The allocation of stands is undertaken by Spielwarenmesse eG in a manner fitting to the theme of the fair, and will be notified by letter, as a rule together with the invoice. 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 minimum size of each stand is 9 m<sup>2</sup>. Smaller stand spaces are only rented in exceptional cases.

The exhibiting contract between Spielwarenmesse eG and the registering exhibitor takes effect on sending the "admission/invoice" to the exhibitor or, if agreed, to the invoice addressee named by the exhibitor. The exhibitor can lodge objections in writing by registered letter within 2 weeks after receipt of the stand allocation. The effectiveness of the exhibiting contract concluded is not affected by any objection.

Spielwarenmesse eG will do its best to take corrective measures, but is not legally obliged to do so.

Spielwarenmesse eG 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 over-subscribed 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 Spielwarenmesse eG are excluded.

Spielwarenmesse eG 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 Spielwarenmesse eG. 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 Spielwarenmesse eG, 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 to Spielwarenmesse eG 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 Spielwarenmesse eG. Spielwarenmesse eG is excluded from liability for claims for any kind of damages arising out of violations of the contract in connection with stand allocation, provided Spielwarenmesse eG has not acted with intent.

## 14. Stand partition walls

Stand partition walls are compulsory if the exhibitor does not use his own stand or a rental stand. Stand partition walls can be ordered in various designs using the relevant form in the Online Service Center. The rent for stand partition walls is not included in the exhibiting fee. The rental prices include assembly and dismantling. Plastic-coated system wall elements are not to be nailed, screwed, wallpapered or painted. The exhibitor is liable for damage caused by improper handling of walls, e.g. due to use of screws, nails, aggressive adhesives, etc.

## 15. Stand design and access

Exhibitors are responsible for the design and equipment of stands and the necessary assembly. The exhibitor must ensure that the stand design matches the character and image of the Spielwarenmesse. Spielwarenmesse eG is entitled to specify changes in stand design in this connection.

The stand design and product presentation must be conducive to engaging with customers and ensure appropriate access for visitors. As a minimum, please observe the following requirements for the proportion of the total length of the stand sides facing the aisles that must be designed to be open:

- for row stands: 70 %
- for corner stands: 50 %
- for head/block stands: 25 %

A suitably large area at each stand must be used to showcase product highlights and be accessible to all visitors to the trade fair without restriction.

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

**In addition to the rules above and below, the Technical regulations and "Important information" made available to exhibitors with the approval documents/in the Online Service Center also apply.**

Stands that adversely affect the overall image of the fair or the hall or do not satisfy the afore-mentioned requirements will not be accepted by Spielwarenmesse eG. The same applies to inadmissible advertising. Spielwarenmesse eG has the right to specify performance (Section 315 of the German Civil Code/ BGB).

The exhibitor is responsible for laying a uniform covering on the floors of the stand (see instructions in "Important information" in the Online Service Center).

The stands must be joined as closely as possible and without loss of space. The allocated stand space must not be exceeded.

If the exhibitor or his appointed stand construction company fails to comply with the stand construction regulations or other legal provisions, the exhibitor shall be liable for all damage resulting from the violation of these provisions. The extent of damage will be determined by an assessor appointed by Spielwarenmesse eG. The assessor's findings shall be binding on both parties.

**It is possible to hang objects from the facilities provided for this purpose in accordance with the relevant regulations DGUV Regulation 17 (formerly BGV C1).**

If suspension from the ceiling is essential or light sources cannot be created in any other way, these must be requested using the forms stored in the Online Service Center.

Spielwarenmesse eG reserves the right to specify further requirements regarding the layout of the stands.

A contract penalty of 10 per cent of the invoiced exhibiting fee is payable in the event of non-compliance with the stand construction rules.

The exhibitor is responsible for compliance with the stand construction rules and safety regulations.

### Single-storey stands

The minimum construction height is 2.5 m. The maximum construction height is 4.5 m, with the exception of Halls 10.1, 11.1 and the "Mitte" exhibition area. A maximum construction height of 3.50 m applies to Hall 10.1 and of 3.00 m to Hall 11.1 and the "Mitte" exhibition area.

The backs of any construction elements (e. g. partitions, advertising media, banners, company logos, etc.) facing neighbouring stands must be white, clean and impeccable in appearance above a height of 2.5 m and must not contain any text or graphics. Text and graphics are permitted if there is a minimum distance of 1 m to the neighbouring stand on each side of the construction element with heights from 3 m to 3.5 m and a minimum distance of 2 m to the neighbouring stand with heights from 3.5 m to 4.5 m.

Spielwarenmesse eG may allow deviations in individual cases.

The hall must be visible from conference rooms and other rooms on the stand. This can be achieved

- a) by visual contact with the stand, provided the rest of the hall area is visible from the stand, or
- b) by direct visual contact between the room and the hall area.

The visual link must exist in both a sitting and standing position. The recommended dimensions of the visual link are 0.2 m x 0.8 m (W x H).

Spielwarenmesse eG provides a free service for checking stand plans of single-storey stands submitted on time. For a stand space of 80m<sup>2</sup> or more, copies of the stand must be submitted for examination to Spielwarenmesse eG in electronic form (.pdf) without further request. Spielwarenmesse eG's right to claim stand plans from each single exhibitor keeps unaffected. No legal claim to processing exists for stand plans submitted after 15 November 2022.

### Two-storey stands

Two-storey stands are possible for a rented floor space of 50 m<sup>2</sup> or more and require special approval by Spielwarenmesse eG.

Special technical requirements must be fulfilled to comply with building, fire and other safety regulations for two-storey stands. The form "Application and guidelines for two-storey stands" is available in the Online Service Center.

The documents to be submitted must be in digital form (.pdf) for the inspection and approval of two-storey stand constructions. The naming and specification of all documents as well as the announcement of the submission deadline takes place in the Online Service Center.

Once the above-mentioned documents have been examined, the stand design will be authorized with the Spielwarenmesse stamp of approval and returned to the exhibitor. Only stand designs bearing this stamp are cleared for construction.

The exhibitor can find the price for processing and approving the application for a two-storey stand construction in the Online Service Center. The exhibitor receives the invoice with the building permit.

Space on the top floor will be charged at 35 per cent of the floor space rent for row stands (see Item 6, Exhibiting fee). For two-storey stands, exhibitors receive additional free passes based on the size of the top floor.

**Note:**

The organizers expressly reserve the right to make changes after submission of detailed plans and in connection with compliance with the requirements of the relevant authorities. Stand numbers will be mounted by Spielwarenmesse eG. The maximum permissible height for advertising is the same as the maximum permissible height of the stand.

**Note:**

The exhibitor is obliged to submit the stand construction declaration at the request of Spielwarenmesse eG.

## **16. Assembly and dismantling**

**Start of assembly:** Monday, 23.1.2023

**Times of assembly:**

Monday, 23.1.– Saturday, 28.1.2023, 7 am–8 pm

Sunday, 29.1.–Monday, 30.1.2023, 7 am–10 pm

Tuesday, 31.1.2023, 7 am–6 pm

Permission for earlier assembly (extra cost) must be applied for in writing by 10 January 2023. Earlier assembly is not possible in all halls.

**End of assembly:** Tuesday, 31.1.2023, 6 pm

**Start of dismantling:** Sunday, 5.2.2023, 6 pm

**Times of dismantling:**

Sunday, 5.2.2023, 6 pm–12 am

Monday, 6.2.2023, 12 am–8 pm

Tuesday, 7.2.2023, 7 am–8 pm

Wednesday, 8.2.2023, 7 am–7 pm

**End of dismantling:** Wednesday, 8.2.2023, 7 pm

The asphalt floors of the halls may not be painted. To prevent damage to the hall floors, only double-sided adhesive tape Tesa no. 55735 and Fermoflex no. 1362 may be used for laying carpets etc. These adhesive tapes can be obtained from Wörnlein in the exhibition centre. The fixing of bolts, anchors, etc. is prohibited.

The storage of exhibition goods and decoration materials and the execution of preparatory and assembly work in other stands is prohibited. The gangways must be kept unobstructed at all times.

Stand assembly must be completed by 6 pm on Monday, 31 January 2023. If a stand is still unoccupied at 3 pm on Monday, 31 January 2023 and Spielwarenmesse eG has not been informed accordingly by that time, it is authorized to dispose of the stand. The stand can be used for other purposes or specially decorated. The exhibitor must bear any additional costs (see also Item 17).

Dismantling of stands may be started at 6 pm on 5.2.2023.

**No stand or part of a stand may be closed or dismantled and no exhibits removed or packed before the time specified for the start of dismantling.** In the event of violation of this contractual obligation, the exhibitor must pay Spielwarenmesse eG a contractual penalty of 1,500 €. Spielwarenmesse eG reserves the right not to approve the exhibitor for the following event. Main exhibitors are liable for their co-exhibitors. Contractual penalties are due per co-exhibitor.

The gangway areas are to be kept clear for approx. one hour starting at 6 pm. Exhibits or stand materials are not to be placed in the gangways during this time to ensure the delivery of empties/pallets by the exhibition's forwarding agents without hindrance.

Spielwarenmesse eG as landlord refers to its right of lien as regards the exhibits. The goods exhibited may not be removed from the exhibition site until the exhibitor has discharged all obligations arising out of this contract. Objection to the prior removal of exhibits is lodged now.

After dismantling the stands, the stand space must be restored to its original condition. Damage caused by negligence, improper handling, etc. must be repaired or compensated by the exhibitors. Adhesive tapes used for floor coverings must be removed after dismantling the stand.

The costs of any damage to the hall floor will be charged to the exhibitor.

Stands not dismantled, or exhibits remaining in stands, will be removed and stored at the exhibitor's expense after the final date of dismantling.

## **17. Terms of payment**

An invoice will be sent together with the official confirmation of admission to the fair. The invoice amount is due for payment on the invoice mentioned date but not before 15 October 2022. Payments should be made in full to one of the accounts stated on the invoice.

Invoiced by:  
Spielwarenmesse eG, Herderstraße 7, 90427 Nuremberg,  
Germany

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

Payments can be done by credit card (VISA, MasterCard, American Express).

In the event of default on payment, interest on arrears shall be payable at a rate of 9 percentage points above the base lending rate. The assertion of claims for further or higher damages is not excluded.

Spielwarenmesse eG is entitled to terminate the exhibiting contract without notice if the exhibitor fails to settle the payments stipulated in this contract despite reminder action. In this case, the exhibitor remains obliged to pay the full contractually agreed exhibiting fee, but Spielwarenmesse eG must credit any expenditure saved and any revenue obtained by hiring out the stand space elsewhere.

In the event of full or partial re-renting of the assigned space – excluding the swapping of all or parts of the space with other exhibitors involving surrendering the previously assigned space – a flat rate for compensation amounting to 25 per cent of the invoiced exhibition fee is payable, plus any additional services which have been booked.

**The exhibitor's right to demonstrate that such a loss has not resulted or is far lower than the agreed fixed amount of compensation remains unaffected.**

**The right to occupy the stand is assured only by compliance with the contractually agreed payment dates and full settlement of all amounts invoiced.**

Spielwarenmesse eG 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 Spielwarenmesse eG with information about the ownership status of these articles at any time. If an exhibitor/co-exhibitor defaults on his payment obligations, Spielwarenmesse eG 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. Spielwarenmesse eG 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 Spielwarenmesse eG.

**18. Transfer of stand space to third parties, co-exhibitors**

The exhibitor is not entitled to exchange the stand space allocated to him or to transfer space or parts thereof to third parties or to permit third parties to share the stand without the prior written approval of Spielwarenmesse eG.

Transfer to third parties or the allowance of shared use must be applied for in writing on the official application form. The exhibitor is to submit a declaration of agreement to Spielwarenmesse eG, which will only agree to the transfer of parts of the stands or the shared use if the exhibitor himself occupies and uses at least two thirds of the space.

Every co-exhibitor will be invoiced for the media package in accordance with the terms set forth under Item 7, whereby the invoice of the above-mentioned approval of the fair organizer applies. Upon receipt of the payment, co-exhibitors shall partake in the services extended by the media package in accordance with the terms set forth under Item 7. Co-exhibitors also receive 2 free exhibitor passes.

The co-exhibitor(s) and the exhibitor are liable as joint debtors for all claims against co-exhibitors. If a stand is allocated to several exhibitors, all of them are jointly answerable to Spielwarenmesse eG as joint debtors. If an exhibitor lets a third party all or part of the stand space or permits him the shared use of his stand space without the written confirmation of Spielwarenmesse eG, Spielwarenmesse eG is entitled to cancel the exhibiting contract immediately for important cause without notice and to close the stand. The exhibitor or third parties shall have no entitlement to compensation by Spielwarenmesse eG.

The exhibitor shall ensure that his co-exhibitors observe the Rules for Exhibitors, in accordance with the preliminary remarks, and the supplementary regulations in the Online Service Center, the regulations in the order forms and the instructions issued by Spielwarenmesse eG. The exhibitor is liable for default by his co-exhibitors in the same way as for his own default. If co-exhibitors utilize direct services of Spielwarenmesse eG, then Spielwarenmesse eG shall be entitled to also invoice these services to the exhibitor himself; the exhibitor shall be jointly and severally liable.

**Separate rules apply for companies participating in or organizing national and international pavilions. Organizers of pavilions are not regarded as exhibitors within the meaning of the Rules for Exhibitors.**

**19. Termination, cancellation, non-appearance**

The exhibitor has a one-time special right of termination if an exhibitor, due to sovereign rules and regulations, is prevented from leaving his/her home country or entering Germany or is unreasonably restricted in any other way due to quarantine regulations. Such quarantine regulations are deemed unreasonable which last for more than five days and cannot be shortened following a vaccination or test. This special right of



termination must be exercised by 31 December 2022 in writing towards Spielwarenmesse eG. The reasons for such termination must be stated. An ordinary termination of the participation agreement is otherwise excluded.

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 (cancellation), Spielwarenmesse eG is entitled but not obliged to otherwise dispose of the stand space. The exhibitor's declaration of cancellation must always be made in writing or text form. The exhibitor remains obliged to pay the invoiced exhibiting fee plus the media package and any further services booked (as a cancellation fee) in accordance with the following scale. The amount of the cancellation fee (share of the invoiced exhibiting fee plus media package and any further services booked) is staggered as follows:

- up to 90 days before the start of the event 50%
- up to 30 days before the start of the event 80% and
- from 29 days before the start of the event 100%.

The provisions made regarding the cancellation fee shall also apply to co-exhibitors with regard to the fee to be paid for the media package in accordance with Item 18.

In any case of cancellation, the exhibitor has the right to prove that Spielwarenmesse eG has saved higher expenses than those taken into account in the deduction as a result of the cancellation and has, for example, generated income by making the stand area available elsewhere, which it must take into account. A partial or complete exchange of space with other exhibitors, giving up the previously allocated space, does not constitute income to be offset.

If a stand remains completely or partially unoccupied (no show) by the exhibitor at the start of the fair, the exhibitor must pay, in addition to the exhibiting fee invoiced plus the media package and any other services booked, the costs verifiably incurred by Spielwarenmesse eG due to the necessary rearrangement of the stand or stand space.

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

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

**20.1** Spielwarenmesse eG 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 Spielwarenmesse eG, or can only be achieved under considerable restrictions. As the organizer, Spielwarenmesse eG will take the respective decision at its own discretion.

**20.2** Should the fair be cancelled before the scheduled start as detailed under section 20.1, the mutual obligations of the contracting parties to perform shall lapse; excepted from this are - if Spielwarenmesse Digital 2023 is held, which Spielwarenmesse eG is entitled but not obliged to do - the agreements and regulations for Spielwarenmesse Digital 2023, excluding the regulations for the presence fair. In this case, the exhibitor and co-exhibitor remains obliged to pay half the fee for the media package in accordance with Item 6.1 of the Conditions of Participation Spielwarenmesse Digital 2023; if the exhibitor has booked media package(s) in accordance with their Items 6.2 and / or 6.3 or other additional services of the digital fair, the full fee remains payable. In return, Spielwarenmesse eG will provide the online services included in the media package (without print). Spielwarenmesse eG is obliged to refund any payments already made by the exhibitor that exceed the amount owed in the aforementioned amount. Spielwarenmesse eG is not liable for damage and disadvantages which the exhibitor suffers as a result of the fair being cancelled.

**20.3** Spielwarenmesse eG 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 Spielwarenmesse eG 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.

**20.4** 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. Spielwarenmesse eG shall proportionally reimburse such costs to the exhibitor which it does not incur as a result of cancelling or partially closing the fair (expenses saved).

**20.5** Spielwarenmesse eG 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 20.2 applies accordingly.

## **21. Special agreements**

All agreements, individual approvals and special arrangements deviating from these Rules for Exhibitors must be confirmed in writing by Spielwarenmesse eG.

## **22. Stand personnel**

During the fair and the fixed opening hours all stands must be properly equipped, furnished with the products registered and manned by trained personnel. The main representatives of the exhibiting firms are expected to be present in person at their stands.

## **23. Sales**

The sale of articles is permitted to commercial resellers, commercial consumers or bulk customers only. **The retail sale and price labelling of exhibited products are strictly prohibited during the whole fair, expressly including the last day.** This is also a violation of the German Board of Trade (Gewerbepolizei) regulations. Goods may only be delivered to buyers after the close of the fair. In the event of contravention, Spielwarenmesse eG is entitled to close the stand involved and to claim a fine amounting to 15 per cent of the invoiced exhibiting fee for each case of prohibited over-the-counter sales.

## **24. Exhibitor passes, invitation vouchers, control of personnel**

Each exhibitor admitted to the fair will receive a number of electronic pass codes according to the size of the stand. A personalised exhibitor pass can be generated online using an electronic pass code. All information in the personalisation process of the exhibitor pass must be provided truthfully. Exhibitor passes are intended for stand and service personnel only. They are not transferable and must not be passed to third parties. In the event of misuse the relevant exhibitor shall pay a fixed amount of damages of 40 € per incident of misuse detected. Each person employed at the fair must have a pass issued in the name of the exhibitor.

Exhibitors will receive 2 pass codes for stands up to 10 m<sup>2</sup>, plus another free pass code for each additional space of 10 m<sup>2</sup> (or part thereof), up to a maximum of 40. Sharing with co-exhibitors has no influence on the number of pass codes issued for the main exhibitor. Each co-exhibitor receives 2 free exhibitor pass codes, provided the payment obligations to Spielwarenmesse eG have been settled (Item 18).

Additional pass codes required can be purchased (for authorized persons only).

## **The ID codes will be sent to the exhibitors by email with or after the official admission.**

Exhibitors can order invitation vouchers, which entitle their trade visitors or business partners to free admission to the fair. Only the invitation vouchers exchanged for entrance passes are charged after the fair at the price stated in the Online Service Center. The sale of invitation vouchers for payment is prohibited. Any misuse will lead to invalidation of the invitation vouchers.

## **25. Advertising, stand party, provision of food and drink**

Advertising of any kind is only permitted within the stand space allocated to the exhibitor. Advertising measures outside the allocated stand space (e. g. outdoor advertising, walking-acts etc.) are subject to approval, which must be applied for using only the official forms of Spielwarenmesse eG (see Online Service Center). The organization of stand parties requires registration and approval; stand parties are subject to the respective guidelines and registration conditions defined in the Online Service Center.

Spielwarenmesse eG reserves the right to restrict or cancel all approvals, if this appears necessary in the interest of maintaining an orderly fair. Advertising activities that violate the law, are morally offensive or of an ideological or political nature are prohibited inside the exhibition site.

Stand lettering, exhibit lettering, company logos and trademarks must not exceed the specified height. All demonstrations and presentations and all forms of visual, moving or acoustic advertising must not disturb participants at other events, cause visitors to gather round and block the gangways, or drown out the fair's own public address systems in the halls.

## **The volume at the edge of the stand must not exceed 70 dB(A).**

Spielwarenmesse eG is entitled to restrict or prohibit demonstrations that cause noise, visual disturbances, dirt, dust, vibrations or other emissions or which for other reasons lead to a substantial adverse effect on the event or the event participants. Musical performances are subject to a charge (see Online Service Center "Important information" and "Technical regulations").

Flashing, rotating or rapidly moving advertising aids and moving word displays are not permitted at the edge of the stand.

The distribution of printed matter and the use of advertising aids are only permitted on exhibitors' own stands. Spielwarenmesse eG reserves the right to impose further restrictions in special cases. In the event of prohibited distribution outside the stand space, Spielwarenmesse eG will charge the responsible company for the cost of removal and disposal.

Exhibitors and external caterers, that are not ServicePartners of NürnbergMesse GmbH, are not permitted to sell food or drink at the Spielwarenmesse (including exhibitor stands); food and drink may be provided free of charge for the purpose of hosting customers at exhibitors' rented stand areas. Hygiene and legal requirements must strictly be complied with when doing so.

Spielwarenmesse eG is entitled to enter the stand to check for compliance with the above regulations. It is also entitled to remove, cover over or otherwise prevent advertising that violates the above regulations at the cost and risk of the exhibitor/co-exhibitor.

## **26. Creation and use of visual material, photos, drawings, etc.**

It is not permitted to photograph, film or otherwise record any fair activity, stands or individual exhibits, except by the press and exhibitors or their authorized agents within their own stands. Spielwarenmesse eG is entitled to confiscate the recorded material in the event of violation.

Spielwarenmesse eG is entitled to arrange the creation of visual material of any kind, especially photos, drawings and films of fair activity, including the exhibitor's stand and products, and to use such material for press publications and promotion purposes for Spielwarenmesse eG and its subsidiaries.

The exhibitor hereby agrees to the aforementioned and in the event that third-party rights exist to the stand or parts of it will ensure that the third parties concerned grant their consent for the purposes of the provisions. The use of such illustrations that show products exhibited on the exhibitor's stand require the approval of the exhibitor. Only press photographers, other professional photographers and artists authorized by the fair management are permitted to undertake commercial photography and drawing work at the fair.

## **27. Smoking ban**

There is a general smoking ban on the entire exhibition grounds. Smoking is only allowed in the areas provided for this purpose.

## **28. Security measures**

Spielwarenmesse eG will arrange for watchmen to patrol the halls and the grounds, but cannot assume any responsibility for the stands and products during the opening hours or during assembly and dismantling. Exhibitors are responsible for guarding their own stands and exhibits.

Special guards can be requested only through the appointed security company ESS Erlanger Sicherheits-Service GmbH, Zeppelinstraße 26, 91052 Erlangen, Germany.

The general security service provided by Spielwarenmesse eG does not extend the limited liability of Spielwarenmesse eG as described in Item 29 below.

## **29. Liability**

Spielwarenmesse eG shall be liable for bodily injury (damages as a result of harm to life, body or health) arising out of a breach of obligations for which Spielwarenmesse eG, its legal representatives, employees or agents are responsible and for damage arising out of a breach of obligations due to intention or gross negligence on the part of Spielwarenmesse eG, its legal representatives, employees or agents. Spielwarenmesse eG shall also be liable for other damage arising out of a negligent breach of cardinal and material contractual obligations by Spielwarenmesse eG, its legal representatives, employees or agents. The liability of Spielwarenmesse eG in these cases shall be restricted to cases of typical damage and not consequential damage, and then only to an amount of 5 times the exhibiting fee, subject to a maximum amount of 100,000 € per incident of damage; this limitation of liability applies only to companies and legal entities in public law and special public assets. Spielwarenmesse eG shall not be liable under any circumstances for damage and losses concerning the goods or stand equipment brought to the fair by exhibitors/co-exhibitors, who are businessmen or legal entities in public law or special public assets. It is irrelevant in such cases whether the damage and losses occur before, during or after the fair. The same applies to vehicles parked on the exhibition site by exhibitors, co-exhibitors, employees or appointed representatives.

Strict liability due to initial defects at the exposition grounds or stand space provided is excluded.

### **Note:**

In Germany, the regulations of the Minimum Wage Act also apply during the term of the Spielwarenmesse and during erection and dismantling times. The exhibitor and the co-exhibitor undertake to observe the regulations of the Minimum Wage Act if they have an obligation to do so by law and to hold Spielwarenmesse eG harmless to this extent from any liability if third parties should make claims against Spielwarenmesse eG, whether in whole or only in part. In addition, the above liability ruling applies accordingly.

## **30. Insurance**

The exhibitor/co-exhibitor shall be liable for any damage culpably caused to persons or property by the exhibitor/co-exhibitor, his employees or representatives or by his exhibition equipment and exhibited products. In order to offer all exhibitors the possibility of suitable insurance protection, Spielwarenmesse eG has concluded a skeleton contract with an insurance company, which every exhibitor can use to obtain insurance cover (see Online Service Center). Every exhibitor is obliged to conclude such an insurance policy with the insurance partner of Spielwarenmesse eG or with another approved insurance company in the European Union and to pay the premium (including insurance tax) by the due date. Suitable proof of payment must be provided if requested by Spielwarenmesse eG.

### **31. Heating, lighting, electricity and water supply**

Spielwarenmesse eG is responsible for general heating and lighting of the exhibition halls.

A request for the provision of electricity and water in the stands should be made by using the relevant order form in the Online Service Center. Installation and consumption will be charged to the exhibitors.

Only firms authorized by Spielwarenmesse eG are permitted to make the necessary connections. All orders should be submitted to Spielwarenmesse eG and will be handed to these firms. Bills for installation and consumption will be sent directly to the exhibitors in accordance with directives issued by Spielwarenmesse eG.

All built-in connections for electricity and telephone – the exhibitor should ask Spielwarenmesse eG for details about the connecting possibilities before ordering – are also at the disposal of the neighbouring stand if necessary. If cables have to be covered in order to avoid the risk of tripping, the costs must be paid by the exhibitor placing the order. Claims for compensation cannot be derived from this. For connection to the water supply the neighbouring stand concerned must be informed.

The occupiers of the stands are liable for all damage caused by uncontrolled consumption of electric power. Spielwarenmesse eG accepts no responsibility for interruptions or fluctuations of the supply systems or special connections. Careful attention should be paid to fire and trade inspectorate safety regulations (see Online Service Center).

### **32. Cleaning and disposal**

Spielwarenmesse eG will arrange the cleaning of the site, halls and passages. Exhibitors are responsible for cleaning their stands, which should be finished daily by not later than 7 pm or in the morning before the opening of the fair. Stands can be cleaned by the exhibitor himself or an official ServicePartner can be commissioned. In addition to stand cleaning, exhibitors are responsible for the daily disposal of waste from their stand spaces during the event and for the disposal of waste produced during assembly and dismantling. In order to meet exhibitors' aforementioned obligations, Spielwarenmesse eG uses the services of an official ServicePartner to ensure waste is disposed of correctly. The disposal of production waste and fair stands is excluded from this. The requirements of the Commercial Waste Ordinance (Gewerbeabfallverordnung) are met when the waste disposal is handled by the ServicePartner appointed by Spielwarenmesse eG.

The disposal costs for exhibitors which arise in relation to this are covered by payment of the waste disposal fee as per Item 6 of the Rules for exhibitors. The waste management rules as per Item 6.1 of the Technical regulations remain unaffected apart from that.

### **33. Transportation**

All shipments that cannot be made by the exhibitor's own means of transport should be handled by the official forwarding agent of the fair, since he has sufficient storage space on the fair site. The following companies have been appointed as official forwarding agents for the fair:

- Schenker Deutschland AG and
- Kühne & Nagel (AG & Co.) KG

### **34. Right of admission**

Only German and international trade visitors are admitted to the fair, especially buyers of products from the product groups represented at the fair, service providers of the exhibiting companies and specific groups defined by Spielwarenmesse eG. All visitors must identify themselves as such. The right of admission shall be determined by Spielwarenmesse eG, § 315 German Civil Code (BGB).

**Persons under 16 years of age will not be admitted – excluding children up to the age of 6 months accompanied by an approved fair participant.**

Children and young persons under 16 years of age belonging to authorized fair participants can be looked after during their stay at the fair free of charge in the day care centre in accordance with the arrangements for child care.

**Toy Experts** are only admitted after prior written approval by Spielwarenmesse eG and under the conditions stated in the approval.

**Animals are not allowed on the fair site.**

### **35. Limitation period**

Provided Spielwarenmesse eG has not committed any act of intent, all exhibitor's claims against Spielwarenmesse eG expire by limitation six months after the end of the month in which the last day of the fair occurs. Provided Spielwarenmesse eG has not committed any act of intent, all exhibitor's claims against Spielwarenmesse eG are to be asserted in writing within a time limit of three months after the last day of the fair.

### **36. Legal authority**

Spielwarenmesse eG exercises legal authority throughout the exhibition site during the whole period of the Spielwarenmesse, and during assembly and dismantling of the stands.

### **37. Contract penalties**

A contract penalty is only imposed in the event of culpable infringement of obligations. In the event of more than one contract penalty being imposed in accordance with these Rules for Exhibitors, only the highest of such penalties shall be payable. Contract penalties imposed are not accumulated.

### 38. Place of fulfilment and jurisdiction

If the exhibitor is a businessman, a legal entity in public law or special public asset, the place of jurisdiction for all obligations arising out the contract is Nürnberg in the Federal Republic of Germany.


If the exhibitor is a businessman, a legal entity in public law or special public asset or has no general place of jurisdiction in the Federal Republic of Germany, Nürnberg is agreed as the place of jurisdiction. Spielwarenmesse eG is also entitled to the option of taking proceedings against the exhibitor at the court responsible for the exhibitor's place of business.

German law shall prevail.

### 39. Statement on data processing

The data supplied by the exhibitor are recorded and stored in the database of Spielwarenmesse eG. The trade fair organiser and the companies affiliated with the same use the personal data supplied by the exhibitor for advertising purposes; in particular they use the supplied email address for promotion of their own products or services. The exhibitor can object to future advertising at any time. The data protection policy of Spielwarenmesse eG also applies, which is available on the Internet at [www.spielwarenmesse.de/en/data-protection](http://www.spielwarenmesse.de/en/data-protection).

### 40. 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 – 007381155, 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](http://www.spielwarenmesse-eg.de/fileadmin/Corporate/SWM_CDGuide_EN.pdf).

### 41. Hygiene concept, update of Rules of Exhibitors

If Spielwarenmesse eG, due to legal or official requirements or recommendations, or due to its responsibility as an organizer, voluntarily specifies a hygiene concept for carrying out Spielwarenmesse, 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, Spielwarenmesse eG has the right to modify the above rules of participation at its discretion and as is necessary, and will communicate such updates to the exhibitor. Any changes to the rules 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.

Status, 25 February 2022

**Spielwarenmesse eG**