

Terms and Conditions for Exhibition Media B2B (M)  
Version dated: October 2021

#### M 1 Scope of Application

(1) These General Terms and Conditions for Exhibition Media (M) form the basis of the contract on the basic media entry and, if applicable, additional media services (i.a. packages, individual services) as well as the pre-contractual relationship between GHM and the Exhibitor formed upon registration for the event; the Exhibitor's general terms and conditions shall not apply.

(2) GHM's General Terms of Participation (ToP) shall not be substituted by these General Terms and Conditions; rather, these General Terms and Conditions shall prevail and be given priority over the ToP as they are the more specific provisions applicable with respect to exhibition media. In the event of conflict between the ToP and these General Terms and Conditions (M), the General Terms and Conditions for Exhibition Media (M) shall prevail. Whenever a situation is not (fully) covered or governed by these General Terms and Conditions (M), the General Terms and Conditions for Exhibition Media (M) shall be supplemented by GHM's ToP.

#### M 2 General

The main exhibitor and each co-exhibitor (hereinafter collectively referred to as "Exhibitor") will have to book a media package comprising a basic media entry in online / printed exhibition media provided by GHM; each Exhibitor participating in the event may publish exhibitor-related content for a limited time in the exhibition media. The basic media entry includes Exhibitor information being listed on the online list of exhibitors provided by GHM; each exhibitor participating in the event may publish exhibitor-related content such as the company name, contact details, hall and stand numbers as well as entries in the company product list for a limited time. In addition to Exhibitor information being listed on the online list of exhibitors, the basic entry also implies that Exhibitor information will be featured in a printed medium containing hall plans and details on the company name and hall and stand numbers.

Exhibitors may complement their basic entry information with further details on their companies, if applicable for an additional charge.

#### M 3 Formation of Contract for Basic Media Entry and Additional Individual Media Services

(1) The Exhibitor will book the basic media entry as a partial service subject to a charge by electronic means in the online exhibitor portal (see clause 15 of the ToP). Upon formation of the exhibitor contract (see clause 3 paragraph 2 of the ToP), the contract for the basic media entry will be formed at the same time.

(2) Where an Exhibitor has been offered and booked a higher-quality media package, such higher-quality media package is to substitute the basic media entry.

(3) The Exhibitor can book additional media services (including packages, individual services) for the respective event through GHM. Contracts for additional services will be formed separately in textual form [cf. section 126 lit. b of the German Civil Code] or via booking forms. An Exhibitor has no right to claim that GHM accept the Exhibitor's additional individual services booking. GHM reserves the right to refuse an Exhibitor's additional services booking, e.g. for lack of space; the Exhibitor will be notified without undue delay of rejection of booking, if any.

#### M 4 Exhibitor Portal, Exhibitor's Obligations, Term

(1) Basic entry contents and other options for publishing content elements (e.g. text, logos, provision of external content/websites, provision of downloads) will be presented in the digital media documents stored in the exhibitor portal; such content is to be made available by the Exhibitor by digital means.

(2) Exhibitors may change, complement or remove media entry content before, during and after the trade fair. The Exhibitor is to submit any request for change to GHM.

(3) The Exhibitor agrees to publish and adjust content in due time.

(4) Content will be published for a limited time; the term of publication will end as content for the following exhibition is to be published under the same name or the online exhibitor list is to be cancelled e.g. due to bankruptcy or system change. Any content not removed by the Exhibitor by that time will be removed by GHM.

(5) The Exhibitor shall be responsible for ensuring that the Exhibitor satisfies the technical requirements for using GHM's services.

(6) Where deadlines have been specified for media services and the Exhibitor has failed to provide content (such as logos) by the specified date which is scheduled in the exhibitor portal and/or has been notified by e-mail or, where no deadline has been specified, by the commencement date of the event, the Exhibitor will nonetheless have to pay the full price of media services booked including basic media entry. The Exhibitor does not have a right to claim a price reduction or damages. GHM has the right but no obligation to provide or offer a substitute.

#### M 5 Payment Terms

- (1) The media package will be charged with the participation invoice.
- (2) Additional media services (such as packages, individual services) will generally be invoiced separately after the trade fair. However, GHM reserves the right to invoice these packages and services before the start of the trade fair.

#### M 6 Revocation/Withdrawal/Cancellation of Participation in the Trade Fair

- (1) In the event of unjustified termination of contract for participation in the trade fair by the Exhibitor or termination / cancellation of contract by GHM for good cause or closure of exhibition stand during an active exhibition (clause 17 ToP), the Exhibitor shall be required to pay for the media package as well as the price of additional media services booked as reimbursement of liquidated expenses.
- (2) Exhibitors have the right to provide evidence to the effect that no such expenses have been incurred or that expenses actually incurred are significantly lower than the reimbursement of liquidated expenses specified in paragraph 1.
- (3) Reimbursement of expenses shall include the costs of providing and maintaining the online-printed exhibition media, including associated costs of GHM staff and software.

#### M 7 Content Provided by the Exhibitor

- (1) GHM shall not be required to review content and may not be held liable for the accuracy of content provided by the Exhibitor. Such content shall exclusively be deemed the Exhibitor's content and it shall not be considered to be GHM's content.
- (2) GHM has the right to edit graphic content (such as logos, advertising banners) in relation to format, size and technical properties as GHM sees fit to the extent it is necessary for presenting the advertising material and the Exhibitor can reasonably be expected to accept this change. GHM shall not be deemed to be liable for content as a result, however.
- (3) Graphic content shall be deemed to be in conformity with contractual agreements even if there are deviations in terms of colour and typesetting compared to data provided by the Exhibitor or compared to test prints.

#### M 8 Inadmissible Content

- (1) GHM has the right to remove content / take content offline to the extent such content is in breach of provisions of the law including, but not limited to, provisions of criminal law and competition law, in breach of trademark, copyright or personality rights, in breach of German Advertising Standards Council codes of conduct or unconscionable or is of an ideological or political nature.
- (2) In the cases mentioned in paragraph 1, GHM shall remove the published content / take it offline, where applicable after hearing the Exhibitor first, whenever GHM is aware of content being illegal. However, GHM shall not have an obligation to review content. GHM has the right to revoke/ withdraw or terminate the contract without notice if GHM only becomes aware of inadmissibility of content as per paragraph 1 after already having accepted a booking.
- (3) Where GHM deems it necessary to change the substance of content for a reason mentioned in paragraph 1, GHM shall notify the Exhibitor thereof without undue delay and take such content offline. The Exhibitor may adapt content and submit new content.
- (4) The Exhibitor shall be charged additional costs incurred for changing content for the purposes of paragraph 3. The Exhibitor shall be held liable for non-publication and/or any delay in the provision of services by GHM as a result of inadmissibility of content.

#### M 9 Granting of Rights

- (1) The Exhibitor agrees to grant GHM and its service providers a non-exclusive international right to use, change, publish, transmit and/or disseminate content transmitted by the Exhibitor - such right may also be assigned to service providers (including sublicensing) - for the purposes that form the subject-matter of the contract; such right shall be granted for the limited period of contractual services mentioned in clause M 4 paragraph 4 being rendered. The scope of the licence which is granted shall be limited to the type of use required for operating online/printed exhibition media and for rendering contractual services.

(2) The granting of rights includes, but is not limited to, the right to make accessible to the public, i.e. the right to make content available to and to transmit content to members of the public as well as closed user groups via communication networks at places and times of its choice for the purpose of simultaneous as well as successive use - including on demand - and to make electronic reproductions and technical editing which is required to that end. Current and future digital as well as analogue means of transmission and streaming shall be deemed to be included; this includes, without limitation, transmission via the Internet and mobile phone networks for the purposes of presentation and storage on mobile or stationary terminal devices such as PCs, smart phones, tablets, television sets.

(3) The aforementioned rights which are granted shall be deemed to cover any and all copyright and ancillary copyrights existing with respect to content, any and all rights of publicity as well as rights to a name, company signs and titles of works as commercial designations, trademarks and other rights to a sign.

#### M 10 Liability of Exhibitor for Content

(1) The Exhibitor shall be liable for content transmitted by the Exhibitor. The Exhibitor hereby confirms that he/she/it shall not transmit any content that is deemed to be inadmissible as per clause M 8, that he/she/it is authorised to dispose of the rights of use granted in clause M 9 and that he/she/it has obtained any consent that may have to be obtained.

(2) The Exhibitor shall be liable, in particular, for ensuring that consent to publication has been granted by any persons shown on photographs (e.g. Exhibitor's contact persons) and obtained for publication of personal contact details.

(3) In the event of third parties asserting claims against the Exhibitor in relation to content, the Exhibitor agrees to notify GHM without undue delay. The content concerned is to be removed by the Exhibitor without undue delay.

(4) The Exhibitor agrees to hold GHM harmless against any claims that may be asserted by third parties for contractual use of content by GHM and to indemnify GHM against any costs that may be incurred as a result of breach of third-party rights including costs incurred for legal defence and prosecution of an action. The Exhibitor has the obligation to use best efforts to support GHM in its legal defence against third parties.

#### M 11 Licence Fees Payable to Third Parties

Licence fees payable e.g. for using third-party trademarks or fees incurred for communicating copyrighted content to the public (e.g. fees charged by the German collection society for collective musical performing and mechanical reproduction rights management (GEMA) for music, fees charged by the VG Wort Copyright collection Society for text) shall not be deemed to be included in media package prices or the price of additional media services. Exclusively the Exhibitor shall be responsible for duly obtaining any licences that may have to be obtained and for paying any fees that may be incurred in this context.

#### M 12 Exhibitor's Obligation to Give Notice of Defects and GHM's Liability

(1) GHM's contractual obligation shall be limited to the provision of online/printed exhibition media in which the Exhibitor may publish agreed content. GHM shall not assume any obligation towards the Exhibitor as to content review. GHM shall not have any additional duties unless GHM and the Exhibitor have explicitly agreed otherwise. The Exhibitor, in particular, shall be responsible for ensuring that the Exhibitor satisfies the technical requirements for using GHM's services.

(2) Unless otherwise stipulated below, GHM shall be liable as per the ToP, including, but not limited to, as per section 24 paragraph 2 of the ToP.

(3) GHM must be notified of patent defects in textual form within two weeks of publication at the latest, within one week in the case of publications within 14 days prior to the event and without undue delay in the case of publications during the event. GHM shall not be liable for patent defects asserted later than that.

(4) The Exhibitor is aware of the fact that, given the state of the art, it is not possible to offer services that are completely free of defects. The functionality of communication structures is also partly beyond GHM's control. In rare cases, despite careful planning, it may happen that services are not (fully) available for a certain period as a result of downtime, for maintenance reasons or in case of technical issues. Unless GHM may be held responsible for the unavailability of the service, GHM has the right to postpone or altogether cancel an agreed date of online publication of content in case a service within the framework of which content is to be published is not offered at the agreed date or in case publication by the agreed date is prevented by technical constraints. Should it be possible to schedule publication for a later date, GHM agrees to take the Exhibitor's interests GHM is aware of into account insofar as it is possible for GHM to do so and GHM may reasonably be expected to do so.



*Your Fair Partner*

Any translation of these General Terms and Conditions into another language shall be provided "for convenience only". Only the German version of the Terms of Participation shall be deemed to be a legally binding version.

Organiser and implementation:

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