# **Conditions of Participation Special Section**



# Organiser, event, venue and dates, visitor admission

#### 1.1 Title

ZOW 2020 is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany.

The event will be held at the Exhibition Centre Bad Salzuflen from Tuesday, 4th February to Thursday, 6th February 2020.

## 1.2 Opening times

For exhibitors, daily from 8:00 a.m. to 7:00 p.m. For visitors, daily from 9:00 a.m. to 6:00 p.m. (last day to 5:00 p.m.)

#### 1.3 Stand construction and dismantling

Please note the construction and dismantling times as follows:

Construction:

31.01.-02.02.20 7:00 a.m.-10:00 p.m. 03.02.20 7:00 a.m.-6:00 p.m.

Dismantling:

06.02.20 5:00 p.m.-12:00 a.m. 07.02.20 12:00 a.m.-10:00 p.m. 08.02.20 7:00 a.m.-6:00 p.m.

End of construction period: Monday, 3th February 2020, by 6:00 p.m. at the latest.

Dismantling of the exhibition stand and the goods presentation may not begin before the end of the event at 5:00 p.m. on Thursday, 6th May 2020. Dismantling of all stands and exhibits must be finished by 6:00 p.m. on Saturday, 8th February 2020.

# 2 Eligibility to participate

### 2.1 Exhibitors

Only manufacturers that are entered in the commercial register or in the Handicrafts Register are permitted to participate at ZOW. Such producers must exhibit products that correspond to the focus of the event (see the List of Goods). You may only participate as an exhibitor when the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company. As a trade representative, sales company, association and importer. You can exhibit for the companies you represent insofar as the goods exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits. Koelnmesse also requires that proof of the nature of the manufacturer's business or of the activities as the manufacturer's sales company or importer be submitted in appropriate form on demand. Decisions on company admissions, eligible products and the location of exhibitor stands will be made by Koelnmesse. In the event of a rejection, you will receive a separate letter. All exhibited products and services must correspond to the focus of the event. See the accompanying List of Goods, Form 1.30. The products must be new ex-works. Products and services that do not correspond to the List of Goods and used products may not be exhibited or offered.

## 2.2 Co-exhibitors

The participation of co-exhibitors at ZOW is possible. A special application and an acceptance by the organiser are required for the use of the stand area by a co-exhibitor (see Point V of the General Conditions of Participation).

### 2.3 Visitors

ZOW is open to trade visitors only. Permitted visitors are members of decision-making bodies and the responsible persons from the furniture production and interiors segments. The ZOW-ticket for trade visitors is free of charge.

# 3 Participation fees and other costs

### 3.1 Participation fee

ZOW2020-package incl. services

Registration until 30 June 2019\*

stand area 15m² for 8.600 EUR stand area 20m² for 11.000 EUR stand area 25m² for 12.900 EUR stand area 30m² for 14.500 EUR stand area 45m² for 19.900 EUR stand area 60m² for 24.600 EUR stand area 90m² for 32.400 EUR stand area 120m² for 42.500 EUR stand area 120m² for 42.500 EUR

#### Registration from 1 July 2019\*

stand area 15m² for 9.400 EUR stand area 20m² for 11.900 EUR stand area 25m² for 13.900 EUR stand area 30m² for 15.500 EUR stand area 45m² for 20.900 EUR stand area 60m² for 25.600 EUR stand area 90m² for 33.600 EUR stand area 120m² for 44.500 EUR stand area 120m² for 44.500 EUR

#### \*for registration, the date of receipt by Koelnmesse, Cologne applies

The participation fee will be calculated according to the dimensions of the ZOW-package allocated. Hall pillars and other fixed construction elements present in the rented stand area do not provide grounds for a reduction in the participation fee.

## Services

- · Construction of stand
- · Stand cleaning
- Waste disposal
- Exhibitor and work passes
- 1 car park ticket
- Marketing package
- · Admission ticket vouchers
- Free catering in the hall aisles
- Catering Card

### 3.2 AUMA fee

The Association of the German Trade Fair Industry (AUMA) charges you a fee of 0.60 euros per  $\mathrm{m}^2$  of exhibition space for representing your interests. Koelnmesse will calculate and collect the fees in the name of, and on the account of, AUMA. The fee is already included in the ZOW2020-package. More detailed information is available at www.auma-messen.de.

## 3.3 Energy costs

The proportional flat-rate energy fee is already included in the ZOW2020-package.

## 3.4 Final invoice for services

Once the event has ended, a separate final invoice for additional services will be issued. The invoice shall fall due for payment immediately following receipt.

### 3.5 Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Conditions of Participation and 2.2 of Conditions of Participation Special Section), a co-exhibitor fee of  $\in$  550.00 per company incl. marketing package will be charged. The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

#### 3.6 VAT

All prices given are net prices. The statutory VAT will be charged separately where applicable.

#### 3.7 VAT identification number

As a rule, Koelnmesse provides exhibitors (proprietors) with a uniform service - a so-called event service - in accordance with Art. 3a.4., Par. (2) of the German ordinance on the application of the VAT (UStAE). The place of performance for such services is the recipient's headquarters. Koelnmesse will therefore invoice foreign exhibitors (proprietors) according to the reverse charge accounting mechanism without charging any German VAT. Exhibitors from the European Union need to enter their valid VAT identification number in the registration form in order to be considered entrepreneurs. Exhibitors must immediately notify Koelnmesse of any changes to their VAT identification numbers.

#### 3.8 Reimbursement of VAT

If, in exceptional cases, services are not provided as uniform offerings in the sense described above and statutory VAT is charged, foreign exhibitors (proprietors) may receive a refund of the invoiced VAT provided they fulfil the legal requirements. Further details are available on the Internet at: www.bzst. bund.de.

### 3.9 Cost in the event of non-participation

#### 3.9.1 Prior to receipt of acceptance / stand area

You can revoke your registration by means of a written declaration until you receive the admission / stand confirmation.

## 3.9.2 After receipt of acceptance / stand area

As a rule, the contractual relationship can no longer be terminated once the admission / stand confirmation has been received. The regulations contained in Item II of the General Section of the Conditions of Participation apply. In the event of non-participation, companies that have registered for a trade fair must pay compensation amounting to 25% of the participation fee, provided the reserved stand area can be rented to a third party. It the stand area cannot be assigned to a third party against payment, the contract remains in force and the participation fee must be paid in full.

3.9.3 You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the amount charged.

## Stand sizes and construction

## 4.1 Stand size

The minimum stand size is 15 m<sup>2</sup>.

Please note that hall pillars and other fixed construction elements may be present in the rented stand area. Minor deviations from the requested stand size do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

# 4.2 Responsibility

Stand construction is provided by Koelnmesse or its service provider. Individual changes are only permitted after agreement and approval by Koelnmesse. Stand construction and design must adhere to all regulations that are valid in Germany (including the regulations of the Sonderbauverordnung, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines must also be complied with. All these provisions apply to your own as well as to independent stand designers, decorators, and signwriters and to all persons, in as far as they perform activities as commissioned by you or on your behalf in connection with the construction and design of the stand. You are responsible for ensuring that all persons working on behalf of your trade fair participation know and comply with the aforementioned provisions and regulations. You must supervise the persons working on your behalf to ensure that they adhere to the regulations.

## 4.3 Maximum stand height

The individuel stand design inside the provided stand package is permissible

up to 2,80 m, when structurally and technically possible. Higher advertising heights are permissible if special permission is granted.

### 4.4 Construction and design of the stands

The arrangement of the stand design is left to the exhibitor but should be appropriate for the event in question.

The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand space. Banners and company signs are not permitted to encroach into the aisles.

## **Exhibitor and work passes**

#### 5.1 Exhibitor passes

Each exhibitor receives free of charge and valid for the period from the first day on which construction work begins to the final day of dismantling:

- 6 passes for a stand area of 15m<sup>2</sup>
- 8 passes for a stand area of 20m<sup>2</sup>
- 10 passes for a stand area of 25m<sup>2</sup>
- 12 passes for a stand area of 30m<sup>2</sup>
- 14 passes for a stand area of 45m<sup>2</sup>
- 16 passes for a stand area of 60m<sup>2</sup> 18 passes for a stand area of 90m<sup>2</sup>
- 20 passes for a stand area of 120m<sup>2</sup>

The passes are sent together with the invoice for your stand. If more exhibitor passes are needed for stand personnel, please write an e-mail to zow@koelnmesse.de

### 5.2 Work passes

You will also receive free passes that allow your personnel access to the fair grounds during the construction and dismantling periods. These passes are only valid up to the start and after the end of the event. They do not entitle the holders to enter the grounds during the event. These passes will also be sent together with the invoice for the participation fee. All passes are for specific individuals and are non-transferable.

## 5.3 Exchange and return of passes

All passes are for specific individuals and are non-transferable. Transferring a pass to a third party – whether sold or given free of charge – is not permitted and represents a severe violation of the Conditions of Participation, in accordance with Item VI of the General Section of the Conditions of Participation.

#### Rules on selling 6

In view of the specialist nature of the event, direct sales of exhibits or samples from the booths are not permitted. Furthermore, exhibits may not carry a price tag. This regulation does not apply to printed matter such as trade publications and specialist journals. Koelnmesse has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse also has the right to immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

## Marketing Services (Marketing Package)

## 7.1 Scope of obligatory marketing services

Koelnmesse issues official trade fair media to accompany the events it hosts.

The obligatory components of these media for main exhibitors are as follows:

- · Entry in the alphabetical list of exhibitors in all available fair media
- Ten product group entries in the fair catalogue
- · Unlimited number of product groups in the app and the online exhibitor
- Set-up and provision of an online press compartment incl. a company profile, a company logo, six press releases, ten pictures and five documents
- Presentation of one Product Highlight in the app and the online exhibitor search incl. product photo and product description
- A presence on ambista.com, the online B2B network for the global interiors

industry, complete with product and company information, networking opportunities for initiating business relationships and access to the most relevant industry information (https://www.ambista.com/en/scope-of-performance)

- Your advantage: Exhibitors at interzum 2019 will receive an upgrade to an ambista Superior account for the period from February 2020 to February 2022
- · Activation for the Schedule Organiser Online

The components of these media for **co-exhibitors** are as follows:

- · Entry in the alphabetical list of exhibitors in all available fair media
- · Ten product group entries in the fair catalogue
- Unlimited number of product groups in the app and the online exhibitor search

Editorial and advertising deadline: 18/12/2019

# **7.2 Costs for the obligatory marketing services (Marketing Package)** Use of the marketing services listed under Item 7.1 is mandatory for all represented companies and co-exhibitors. The costs are included in the ZOW2020-package.

Our official contractual partners will provide you with all order information and documents for the marketing services offered. Please note that your company's participation requires Koelnmesse's approval. Therefore, this approval is also a prerequisite for any offers or order confirmations.

If an exhibitor still has not submitted an order to the official contractual partners by the editorial and advertising deadline, the exhibitor's particulars shall be added to the official fair media, subject to charge, on the basis of the information provided on the respective Registration Form 1.10 or 1.20. Where possible, registrations and orders received later will also be included in the official fair media. If Koelnmesse receives orders and registrations later than the editorial and advertising deadline, Koelnmesse shall accept no guarantee for provision of any marketing services. In such cases, there shall be no claims recognised, regardless of their nature, but particularly claims for reductions in cost for inclusion in the official media, or claims for damages.

## 7.3 Responsibility/release of Koelnmesse from liability

Official fair media are published by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany, which in turn shall be entitled to commission another company with concrete execution and with advertisements. The advertiser shall be responsible for the content of advertisements and entries, and for any damages resulting therefrom. Koelnmesse does not accept responsibility for printing errors, incorrect placement, errors and omissions or faulty printing.

## 8 Commercial property rights

**8.1** Koelnmesse does not want any exhibitors who in the process of producing, disseminating, selling, owning or advertising their products violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense. If a final court decision has determined res judicata that an exhibitor in connection with one of Koelnmesse events has violated laws of the kind mentioned in paragraph 1, Koelnmesse is entitled to bar that exhibitor from the next event of this kind after the res judicata court decision if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

**8.2** You will find more detailed information in the No Copy! brochure on our homepage.

# 9 Non-permissible advertising/ violations of the Conditions of Participation

In order to ensure that the overall character of the event is safeguarded and

the exhibitors and visitors are protected from irritating or illegal activities, in particular the following advertising measures are forbidden:

- Exceeding the binding specified booth height
- Advertising activities outside the rented stand area without the prior written permission of Koelnmesse
- Advertising of an ideological or political nature
  The exhibitor bears responsibility for the legality of competitions, raffles etc.
  In the event of severe violations of the Conditions of Participation,
  Koelnmesse may immediately close your stand and clear it without resorting
  to legal assistance. Claims of all kinds especially claims for damages are
  excluded in this case.

## 10 Requirement for a written document

All explanations must be specified in writing.

## 11 Severability clause

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions. Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

# 12 General part of the Conditions of Participation, Technical Guidelines

The stipulations of the General Part of the Conditions of Participation and the Technical Guidelines are not affected.