

Organiser:

Reitmeier Input Management Services GmbH
Haldenbergerstraße 28
80997 Munich · Germany
Managing Directors:
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Trade Show for the Market Research Industry

23 and 24 October, 2019 · MOC Convention Centre Munich · Germany
www.research-results.com

General Terms and Conditions for Trade Fair Participation

1. Organiser, Place and Time

1.1 The organiser is the Reitmeier Input Management Services GmbH, Haldenbergerstraße 28 in 80997 Munich.

1.2 The trade fair will take place at the Messe München GmbH – MOC Veranstaltungs- und Order Center, Lilienthalallee 40, 80939 Munich, Germany. The organiser will make use of the fairgrounds in accordance with a rental agreement with the Messe München GmbH.

1.3 The trade fair is scheduled for 23 October, 2019 and 24 October, 2019. Opening times are between 9:00 am and 6:30 pm on 23 October, 2019 and between 9:00 am and 5:30 pm on 24 October, 2019. The fair is open to all industry professionals during these times.

2. Stand Registration and Reservation

2.1 Registration can only be carried out through the registration forms provided by the organiser. Exhibitors agree to the organiser's General Terms and Conditions for Trade Fair Participation along with the Terms and Conditions and the house rules of the Messe München GmbH as the operator of the fair grounds as an integral part of the contract. The deadline for registration is 31 May, 2019. The exhibitor is obligated to fill out the registration form correctly.

2.2 The registration is a contract proposal by the exhibitor and its validity is subject to approval by the organiser. The exhibitor is bound to the registration until 14 days after the registration deadline. Exhibitors are bound for 14 days to all registrations received after the registration deadline.

2.3 Exhibitors can request a certain exhibition space as their preferred space in the registration form. The organiser will try to accommodate all requests. However, exhibitors are not entitled to a certain space.

2.4 Laws of employment and commerce must be complied with. Pertaining to this are especially the regulations for environmental protection, fire protection, accident prevention, trade name, pricing and competition.

2.5 A stand will be assigned strictly to one main exhibitor. Incorporation of sub-exhibitors is possible; they will be referred to as co-exhibitors. Main exhibitors will be liable for all faults caused by co-exhibitors or their conjuncts as for their own.

3. Approval

3.1 Approval for the trade fair occurs after the successful registration through the organiser within the period of commitment. With the approval of the registration a contract between the exhibitor and the organiser will be considered concluded. Subsequently, the exhibitor will receive a written acknowledgement along with further information and technical data about the fair grounds.

3.2 The organiser will decide upon all approvals after dutiful consideration to capacity, objectives of the fair and conceptual reasons; especially the attainment of the fair's objectives and a good mixture of different vendors. An entitlement to approval does not exist. The organiser withholds the right to not approve exhibitors, especially if there is not sufficient space available. An exclusion of competition is not possible. In the case of equally qualified applications the decision will be made on a first come first serve basis (priority principle). Registrations are equivalent to reservations in regards to the order of priority of approval; this includes reservations completed at the previous trade fair.

3.3 Approval can be revoked if the provisions mentioned in the registration form no longer exist and / or if the registration form contains incorrect data.

3.4 The organiser also reserves the right to revoke approval if the rights of a third-party are infringed upon by the exhibitor.

3.5 Upon approval as an exhibitor, it is understood that all exhibitors agree to respect one another and to avoid all disturbances that might affect other exhibitors. The most common form of disturbance is from excessive or inappropriate noise. Therefore the use of amplifiers and loudspeakers is only permitted with the organiser's prior approval. Radios and televisions as well as tape and other audio devices have to be kept to a moderate volume. We recommend the use of wireless headsets during presentations.

4. Stand Assignments

4.1 Stands are assigned by the organiser of the trade fair in accordance with different criteria. In particular the size of the available space, conceptual aspects of visitor management and the objectives of the fair along with design-related and structural aspects.

4.2 A specific exhibitor's space can be requested in the registration form according to the preliminary hall plan. However an entitlement to a specific spot does not exist; the organiser will try to accommodate all requests. In the case of two or more requests for the same spot, assignments will be carried out on a first come first serve basis (priority principle).

4.3 Final stand assignments will normally be disclosed along with the registration approval. Exhibitors must be aware that due to technical reasons a small reduction of the exhibitor's space may be necessary. This is not a reason for a decrease in costs unless it exceeds 15 cm (approx. 6") in length and width.

4.4 The organiser reserves the right to change the allotted exhibitor's space at any time if it is necessary, especially to clear escape routes. Exhibitors will be notified about the change as soon as possible. If this is a major change the exhibitor has the right to withdraw from the contract within 3 business days of receiving notice of the rearrangement. The withdrawal must be in written form. A shift of only a few meters is a negligible rearrangement and does not justify a withdrawal.

4.5 The organiser has the right to change escape routes, entrances and exits, emergency exits and thoroughfares if this is imperative.

4.6 Structural elements of the hall (weight bearing walls, props, etc.) are already included in the calculations and are not a justification for a reduction of costs. Rent is only for the actual area, this does not include stand walls or the like.

5. Set-up and Dismantling

5.1 Set-up must start by 12:00 noon on the day before the beginning of the fair at the latest; otherwise the stand is at the organiser's disposal. However, the exhibitor is still liable for this space's rent, along with any necessary costs for decoration so that the overall impression of the fair is not damaged. Later set-up times must be agreed upon in advance and in writing with the organiser.

5.2 Dismantling must start by 5:30 pm on the last day of the fair and be completed by 12:00 midnight. The exhibitor is obligated not to start any type of dismantling during the opening times of the fair. If the exhibitor's dismantling operations are delayed exhibitors are required to compensate the organiser for all damages. Exhibitor's spaces are to be returned clean and in the original condition. The use of materials (such as glues, etc.) is allowed only in accordance with the conditions of the Messe München GmbH MOC and must be removed without leaving any residue. The organiser has the right to bill exhibitors for the removal of anything left in the hall after 12:00 midnight of the last day of the fair.

5.3 The organiser will release guidelines for stand set-up and decoration to secure a unified overall impression of the fair, specifically for stands with side and back walls. Stand elements that exceed 2.5 m (8'4") in height must be approved by the organiser. The exhibitor must obtain information about structural requirements and conditions in good time.

5.4 Gastronomical space must be specifically requested in the registration form and requires an approval by the organiser.

5.5 The stand's design and decoration must comply with the guidelines and may not hinder neighbouring stands. Aisles must be kept clear. Only flame resistant decoration materials are to be used as allowed by law. Exhibitors are required to provide evidence.

5.6 During opening times the stand must be open to visitors and manned. Name and address of the exhibitor must be clearly visible at the stand.

5.7 Objects which are left behind after 12:00 midnight of the last day may be dismantled by the organiser, and stored with a contracted third-party at the exhibitor's expense.

5.8. Exhibitors are required to abide by all regulations such as local laws, planning laws and regulations of the police.

6. Conditions of Payment

6.1. Along with the confirmation of stand registration, the organiser will send a bill for 50 % of the total costs. This bill is due upon receipt and is to be paid within 14 days. The remaining 50 % will be billed 6 weeks before start of the fair and is also due upon receipt and must be paid within 14 days. Approvals within 6 weeks of the start of the fair will be billed in full and the bill is due immediately upon receipt. Due to the extreme short-notice these must be paid within 7 business days after receipt.

6.2. Rent and other fees are net amounts; the lawfully stipulated value added tax at the time of the fair applies. Claims are to be made immediately. Later claims cannot be accepted. If a third-party is billed at the exhibitor's request the exhibitor remains liable also, a collective liability takes effect.

6.3. All registration costs along with the rent for exhibition space for the main exhibitor and any registration costs along with additional rent for co-exhibitors arise from the amounts stated on the registration form.

6.4. The exhibitor is in default even without a special demand for payment with unsuccessful expiration of the period allowed for payment. The default interest is 9% above the effective base lending rate; other fees for damage caused by delay may apply. Reminders will be accompanied by a bill for € 5.00 each. Exhibitors may show that no damages or damages to a lesser extent were incurred.

6.5. Any amenities will be billed separately.

7. Services Provided by the Organiser

7.1. Rent for exhibition space includes the following services: cleaning all aisles, surveillance of the fair grounds, heating, lighting and ventilation of the exhibition hall.

7.2. All additional services such as telephone, internet, electricity, water, etc. are to be requested directly from the Messe München GmbH MOC using the forms found in the Exhibitor-Service-Booklet 2018.

8. Withdrawal, Compensations and Surveillance

8.1. The organiser reserves the right to withdraw from the contract if the exhibitor:

- has not paid 3 business days after the period allowed for payment and is in default
- has not begun set-up in the allotted time
- has been proven to have infringed upon the rights of a third-party
- has provided incorrect information in the registration form
- has become unable to fulfil the contract or has provided incorrect data about his capabilities at the conclusion of the contract
- does not follow guidelines set forth by the organiser despite prior requests
- and in accordance with all other lawful circumstances.

If the organiser withdraws from the contract legitimately, he can demand the following fees from the exhibitor in order to cover all costs:

- 25 % of the entire rent up to 8 weeks before the start of the fair
- 35 % of the entire rent up to 6 weeks before the start of the fair
- 50 % of the entire rent up to 4 weeks before the start of the fair
- 75 % of the entire rent up to the start of the fair.

The organiser will attempt to find a replacement. In this case a flat rate of 25 % of the entire rent will be billed to the exhibitor. In all other cases in which the organiser allows exhibitors to withdraw, a flat rate of 25 % of the entire rent is to be settled by the exhibitor. The exhibitor retains the right to prove that there were no damages or that these were to a lesser extent than the set flat rate.

8.2. The exhibitor is bound to the contract. Withdrawals are only allowed for in the lawfully foreseen eventualities of the extraordinary right of withdrawal. The aforementioned fees along with the right to prove that there were no or lesser damages will persist in these cases.

8.3. General surveillance will be provided by the organiser or a contracted third-party without responsibility for losses or damages as long as there is no proof of intent or gross negligence. The main / co-exhibitor is responsible for surveillance and security of individual exhibition stand for the entire time frame of the fair. Any extra surveillance for individual exhibition spaces must be agreed upon by the organiser.

9. Advertising and Sales

9.1. The sale of goods is not allowed.

9.2. Without a prior approval by the organiser, advertising booklets, brochures, pamphlets, magazines and the like may only be disseminated from the booked exhibition space. Any promotion teams working outside of the booked space must have prior approval. Also any competitions and the like must have the prior approval of the organiser.

9.3. Use of light, audio and video equipment as well as any related presentations must be agreed upon and approved by the organiser. The exhibitor is responsible for having all necessary licenses (GEMA, etc.) and these must be submitted before the presentation begins.

10. Subletting

10.1. Subletting or accommodation of a co-exhibitor is only allowed in the instances approved by the organiser.

10.2. Co-exhibitors are to be correctly shown in the registration and must abide by the terms of the contract.

10.3. Co-exhibitors must pay a separate registration fee as well as coexhibitor flat rate. All fees can be found on the registration form. At this time the registration fee for a co-exhibitor is € 530.00 and the co-exhibitor flat rate is € 1,520.00, thus a total of € 2,050.00 is due per co-exhibitor. Primary exhibitors are liable for these costs.

10.4. Co-exhibitors who are not registered can be approved subsequently by the organiser; the exhibitor must settle the costs for any coexhibitors in this case.

10.5. If non-approved co-exhibitors are not subsequently approved by the organiser, the main exhibitor must settle all debts incurred by the removal of the co-exhibitor by the organiser.

10.6. The exhibitor does not have the right to lease the exhibition space or to place it at a third-party's disposal.

11. Joint debtors and Representation

11.1. Exhibitors and co-exhibitors are liable to the organiser as joint debtors. 11.2. When there is more than one exhibitor, one entity must be named who will represent the group. All correspondences and the like this entity receives are considered by the organiser as having been received by all members.

12. Photography, Videotaping and Copyrights

12.1. Due to the German data protection and copyright regulations, taking photographs or making audio / video recordings is not permitted at the trade show. Violators will be prosecuted according to law. If you have a vested interest, you may ask the organiser for an exemption. If a special permit is issued, the exhibitor alone bears full responsibility for complying with the legal preconditions, in particular for ensuring that the parties concerned are properly informed about the data processing. The exhibitor indemnifies the organiser completely from all third-party claims. The organiser is under no obligation to grant this exemption. The organiser reserves the right to take photographs and make video recordings on its own behalf for advertising, quality management and archiving purposes.

12.2. The exhibitor is solely responsible for the protection of his rights (design rights, copyrights, etc.). Rights of third-parties must not be infringed upon. Claims for the infringement of commercial copyrights cannot be brought against the organiser, instead only against the injuring party.

13. Acts of God / Force Majeure

13.1. If the realization of the trade fair is hindered by unforeseeable circumstances / acts of God (i.e. natural disasters, terror threats, deficiencies of construction, etc.), and these circumstances are not the organiser's fault, the organiser reserves the right to withdraw from the contract.

13.2. If a withdrawal takes place 6 weeks before the target date, no claims for any contracting party incur; unless there are costs accrued by the organiser at the request of the exhibitor. These costs must be reimbursed. If a cancellation occurs within 6 weeks of the target date, 25 % of the overall rent will be charged.

13.3. If a postponement of less than 2 weeks is necessary due to an act of God, all contract obligations must be fulfilled, unless the exhibitor can prove that he will be taking part at another fair on the new target date. If a postponement of more than 2 weeks is necessary, all parties have the right to withdraw; all withdrawal fees and deadlines will still apply.

14. Data protection and publication of the exhibitor's name, the data of visitors

14.1. The exhibitor should note that their name and address as well as other personal data (data of the staff on the trade fair stand in order to produce the exhibitor ID cards, etc.) is, where necessary, stored and processed by the organiser using electronic channels for the purpose of executing a contract. The exhibitor should also note that their name and address are published in the trade fair catalogue and made publicly available on the organiser's websites, and passed on to third parties as part of advertising measures, for the purposes of executing a contract, marketing and promoting the trade fair. Your attention is drawn to the separate information on data processing for exhibitors at the Research & Results trade fair that is communicated to the exhibitor when they register. It is possible for the exhibitor to arrange with the organiser to change or expand upon all personal information contained in the fair catalogue. The exhibitor confirms that the personal data of the staff submitted to the organiser has been legally obtained and may be used / processed as agreed. The exhibitor is aware that their data, as well as the data of their stand staff is passed on after the end of the event to all exhibitors for use and further processing for their own purposes. The exhibitor agrees to this and has the required written consent from the relevant staff or they have ensured in some other way that a legal basis exists for the data processing and transfer in accordance with data protection law. The exhibitor has given the stand staff the information on data processing for exhibitors as part of the Research & Results trade fair in accordance with Article 13 GDPR, and will prove this if requested to do so by the organiser.

14.2. When registering for and participating in the trade fair, the exhibitor passes on their business and participant data as well as their logo and, if applicable, the names of speakers and their photos, as well as the content of workshops / presentations on an online data form provided by the organiser. The data entered on this form is used and processed for the event, e.g. published in the catalogue and on the internet. The exhibitor is responsible for the admissibility of this data transfer to the organiser, and ensures that they have entered the data carefully and correctly and that no third-party rights have been infringed (naming rights, personal rights, etc.). In the case of a claim made upon the Organiser by a third party in the context of a rights infringement of the third party based upon the data, he will indemnify the Organiser against any liability, replacing all costs incurred, such as legal costs. A right to publish all data is not granted. The data should be transmitted no later than 30.08.2019 to the Organiser via the Internet mask. After expiration, there is no right to inclusion in the exhibition catalogue.

14.3 Three weeks after the end of the event at the latest, the exhibitor will receive a list of all visitors to and stand staff at the trade fair as well as a list of the participants who attended the workshops booked by the exhibitors. These lists include gender, title, company, first name, surname, address and the country. However, the list of stand staff does not include an address. E-mail addresses are expressly not passed on to exhibitors. The exhibitor can process the data for their own purposes, in particular for statistical, market research, advertising and marketing purposes. The lists are available only in digital format and can be downloaded by exhibitors via a password-protected link. The organiser will inform the exhibitor of the password in good time.

14.4 Once the exhibitor has accessed the data, they too become a data processor within the meaning of data protection law. The exhibitor is bound to use the personal data they have received within the framework of the trade fair in accordance with German data protection regulations and EU data protection law and to comply with these data protection regulations. The exhibitor therefore also commits to irretrievably erasing the data if it is no longer needed or if the legal basis for the processing no longer applies. They also expressly commit to uphold the rights of data subjects and to take sufficient technical and organisational measures to protect this data. The data must not be passed on to any third party. Exhibitors from the EU or a safe third country (Art. 45 Par. 1 GDPR) are given access to the lists without additional checks by the organiser. Exhibitors from countries that do not have an adequate level of data protection must sign the standard EU contractual clauses with the organiser before they are given access to the visitor data.

15. Liability and Forfeiture

15.1. The organiser will not be liable for any damages or consequential damages to stands or exhibition objects or exhibition equipment unless there was intent or gross negligence. If there is a solely wanton neglect of duty by the organiser or one of his employees / assistants the organiser's liability is limited to the damages that are contract coherent, predictable and attributable to him. Liability does not apply to instances of small neglect of nonessential contractual duties against companies. In cases of slight negligence, the maximum for liabilities for typical damages is €100,000.00; this does not apply to consequential damages. This maximum is for all companies, legal bodies under public law or a public separate estate.

15.2. The limitations of liability shall not apply to damages resulting from injury to life, limb or health caused by a negligent breach of duty by the organiser or a wilful or negligent breach of duty by a legal representative or vicarious agents of the organiser.

This is also true for other damages based on a grossly negligent breach of duty by the organiser or an intentional or grossly negligent breach of duty by a legal representative or vicarious agents of the organiser.

15.3. All claims against the organiser must be made within 3 months from the end of the fair, later claims are excluded.

15.4. All claims by main exhibitor and co-exhibitor against the organiser become time-barred within 6 months from the end of the month in which the last day of the fair was. This does not pertain to claims made due to intent or gross negligence.

16. Miscellaneous

16.1. The organiser is authorised to enforce the house rules; people, exhibitors and visitors who attempt to disrupt or influence the trade fair negatively can and will be removed from the premises. Any suspension from the premises will be enforced for the length of the trade fair and can also be applied indefinitely. A suspension can be reversed if the removed person can prove that he will not be the cause of further disruptions; to this end restrictions may be issued. The house rules of the Messe München GmbH MOC along with any special regulations of the organiser will be in effect. Overnight stays on the fair grounds are not allowed.

16.2. Claims against the organiser may not be assigned to another party. Also the right to settlements or the right of retention is barred, unless it is an undisputed or established legally binding claim.

16.3. The organiser is entitled to a leaser's lien for all unfulfilled claims and the resulting costs and is thereby entitled to confiscate the used trade fair objects of the exhibitor and possible co-exhibitors. The organiser is not liable for confiscated objects. He reserves the right to sell the confiscated objects to cover all costs after notifying the exhibitor in writing if the exhibitor is in default for a period of 14 days. In such a case, it is presumed that the confiscated objects are the exhibitor's property, unless there is proof of the opposite.

16.4. Each exhibitor will receive up to 4 exhibitor badges per 6 m² of exhibition space. If necessary, for larger spaces additional badges will be provided proportionately; a maximum of 10 badges per exhibitor may be provided. Co-exhibitors will receive up to 3 badges. If any exhibitor requires more than the allotted maximum number of badges, the organiser, even though not obligated, may issue further badges at its discretion and if possible.

16.5. The place of execution is Munich. The place of jurisdiction for commerce is also Munich. Laws of the Federal Republic of Germany apply, UN law does not apply.

16.6. If single clauses of the general terms and conditions become invalid, either totally or in part, corresponding general legal requirements will take effect in place of the invalid clauses. The validity of the contract as a whole and the remaining General Terms and Conditions will not be affected.

16.7. The Wi-Fi provided free of charge by the organisers is intended exclusively for use by visitors to the trade fair; it may not be used by exhibitors.

The exhibitor shall be liable for all damage and infringements of rights arising from the exhibitor's use of the free Wi-Fi provided exclusively for use by visitors. The organiser is expressly not obliged to guarantee the availability of the Wi-Fi and shall not be liable for interruptions or performance fluctuations in the Wi-Fi provision or any damages arising from that.

16.8. The workshops / presentations held during the trade fair are provided by the exhibitors, who are solely responsible for the organisation and delivery of those workshops / presentations. The respective exhibitor is solely responsible for the content presented in the workshops. Exhibitors who have booked one or more workshops / presentations must take part in a free technical check on the set-up day, in which the exhibitor's presentation(s) are checked by a technician appointed by the organiser in order to ensure that everything runs smoothly. If the exhibitor fails to take part in this technical check, the organiser does not assume any liability should a technical malfunction occur.

16.9. Separate agreements must be in writing.

Munich, 2019