

Conditions of Participation

Special Section



Anuga 2023, 07.-11.10.2023

1 Organiser, event, venue and dates, visitor admission

1.1 Anuga

Anuga 2023 is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany, in conjunction with the Federal Association of the German Retail Grocery Trade (BVLH), Am Weidendamm 1A, 10117 Berlin, the Federation of German Food and Drink Industries (BVE), Claire-Waldoff-Straße 7, 10117 Berlin and German Hotel & Catering Association (DEHOGA), Am Weidendamm 1A, 10117 Berlin. The legal person obliged to render services to the exhibitors is Koelnmesse GmbH.

The event will take place at the Koelnmesse fair grounds from Saturday, 7 October 2023 until Wednesday, 11 October 2023.

1.2 Opening hours

For exhibitors: 07.-11.10.2023 from 8:00 a.m. to 7:00 p.m.

For visitors: 07.-11.10.2023 from 10:00 a.m. to 6:00 p.m.

1.3 Build up/ Dismantling period

Build up period begins: Wednesday, 27 September 2023, 7:00 a.m.

Build up period ends: Friday, 6 October 2023, 8:00 p.m.

After build up all aisles must be cleared of all structures and the stand constructions must be finished.

Note for the build up period:

27.9. - 02.10.2023 6:00 a.m. to 12:00 a.m./halls closed from 12:00 a.m./midnight to 7:00 a.m.

as of 03.10.2023 12:00 a.m. to 12:00 a.m./midnight halls open at all times

06.10.2023 12:00 a.m. to 8:00 p.m. (8:00 p.m. end of build up)

Please note that **October 3rd** is a national holiday in Germany, which could affect the traffic situation for trucks.

Note for the dismantling period:

11.10.2023 (last day) 6:00 p.m. to 12:00 a.m./midnight

12.-15.10.2023 12:00 a.m./midnight to 12:00 a.m./midnight (12:00 a.m./midnight end of dismantling)

The dismantling of the exhibition stand and the presentation of goods may not begin before the end of the event on October 11th, 6:00 p.m. Koelnmesse GmbH reserves the right to impose a contractual penalty of up to **EUR 5,000.00** and/or refuse the exhibitor permission to participate in the next event. Reference is made to provision in 9.3.

Please note, that access to the exhibition grounds for set-up and dismantling is only possible with a booked time slot (eSlot).

1.4 Visitor admission

Anuga is open to trade visitors only. The following groups are permitted to attend: decision-makers (managing directors, procurement/purchasing, market administration, sales, marketing) from food retailers and wholesalers, beverage retailers and wholesalers, trading cooperatives, drugstores, health food stores, commercial representatives, food importers and exporters, skilled food trades, the food industry and suppliers to the food industry. Also: employees with responsibility from food service and catering companies serving segments such as hotels, traditional catering, system/brand catering, company canteens and communal/institutional catering. Also permitted to attend are employees with responsibility from departments for the procurement and use of technical facilities and equipment; the segment of large-scale kitchen planning; and the specialist trade for technology for large-scale catering facilities. Also admitted are employees of nutrition institutes, nutritionists, home economists and food technologists. Students and school pupils in certain areas of study can obtain admission tickets and gain permission to visit the event exclusively from the Federal Association of the German Retail Grocery Trade (BVLH) – following official approval.

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 Anuga 2023. Such producers must exhibit products that correspond to the focus of the event (see the List of Products). You may only participate as an exhibitor if 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.

You can exhibit for the companies you represent as a trade representative, sales company, association and importer in so far 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.

Sweets and snack products may only be presented to a limited extent. Stands may be no larger than 20 sqm.

Medicinal products may be presented only if they have been approved by the Federal Institute for Drugs and Medical Devices (BfArM) or the Commission of the European Communities and the Council of the European Union. Please note the regulation in Item III of the General Section of the Conditions of Participation.

Organic products may only be presented within the trade show Anuga Organic if they have the appropriate certifications. Exhibitors at the trade show Anuga Organic are furthermore obliged to present mostly organic products at their stand. Application for participation at the trade show Anuga Organic is only valid in combination with Form 1.32.

The products must be new ex-works. Products and services that do not correspond to the list of products and used products may not be exhibited or offered.

Decisions on company admissions, eligible products and the location of stands will be made by Koelnmesse GmbH. In the event of a rejection, you will receive a separate letter.

2.2 Co-exhibitors

The participation of co-exhibitors and/or additionally represented companies at Anuga is possible. A special application and the acceptance by the organiser are required for the use of the stand area by a co-exhibitor (see Item V of the General Section of the Conditions of Participation).

3 Participation fee and other costs

3.1 Participation fee: per sqm of floor space

(minimum recommended size: 12 sqm)

The price is determined by the date the application forms are received by Koelnmesse GmbH. The participation fee does not include the provision of stand partition walls or other special construction elements.

If registered by 30 Sep. 2022 EUR 299.00/ sqm

If registered on or after 1 Oct 2022 EUR 309.00/ sqm

In the case of two-storey exhibition stands, the area in the upper level actually approved after technical inspection will be calculated at 50 % of the participation fee per sqm of the floor space. The participation fee will be calculated according to the dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not provide grounds for a reduction of the participation fee. The two-storey exhibitions stands will be invoiced for after the exhibition is finished.

3.2 AUMA fee

The Association of the German Trade Fair Industry (Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e.V. — AUMA) charges you a fee of

EUR 0.60 per sqm of exhibition space for representing your interests. Koelnmesse will calculate and collect the fees in the name of, and on the account of AUMA. More detailed information is available at www.auma-messen.de.

3.3 Energy costs

Exhibitors will be charged a proportional flat-rate energy fee of **EUR 22.50 per sqm** of occupied stand area. The flat-rate energy fee is also charged for storage spaces and for the upper level of a two-storey exhibition stand.

3.4 Down payment for services

Koelnmesse shall be entitled to charge a reasonable down payment for the services used for the event in question – e.g. electrical and water connections, stand cleaning, etc. The down payment for services shall be assessed on the basis of the services charged for the previous event. The down payment for exhibitors who have not participated in the previous event shall total to **EUR 30.00 per sqm** – plus the costs for the obligatory marketing services (Marketing Package); see Item 7.2, Special Participation Conditions.

Once the event has ended, a separate final invoice for services will be issued; the down payment will be applied towards this amount. The invoice shall fall due for payment immediately following receipt. If the amount of the down payment should exceed the fees actually incurred for services, the amount by which the down payment exceeds actual charges shall be refunded to the exhibitor. The exhibitor shall have no claim to payment of interest on the down payment.

3.5 Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Section of the Conditions of Participation/Item 2.2 of these conditions), a co-exhibitor fee of **EUR 250.00** per company will be charged. The price of inclusion in the Marketing Package is not included in this fee (see Item 7.2, Special Participation Conditions). The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

3.5.1 Additional represented company

The participation fee of each additional represented company is free of charge. The price of inclusion in the Marketing Package will be charged separately (see Item 7.2, Special Participation Conditions). The main exhibitor will receive the invoice.

3.6 Marketing services

Use of the marketing services described in item 7.1 shall be obligatory and is subject to a charge (see Item 7.2, Special Participation Conditions).

3.7 VAT

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

3.7.1 VAT identification number

As a rule, Koelnmesse GmbH provides exhibitors (proprietors) with a uniform service – 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 GmbH 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 application form in order to be considered entrepreneurs. Exhibitors must immediately notify Koelnmesse GmbH in writing of any changes to their VAT identification numbers.

3.7.2. Reimbursement of VAT

If, in exceptional cases, services are not provided as uniform services 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 information is available at www.bzst.bund.de.

3.8 Costs in the event of non-participation

3.8.1 After receipt of admission/stand area confirmation

You cannot normally withdraw from the contract after you have received the

admission/stand area confirmation. 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 if the reserved stand area can be rented to a third party. If the area cannot be rented to another exhibitor, the full participation fee must be paid*.

*see Item II of the General Section of the Conditions of Participation

3.8.1.1 Stand construction by Koelnmesse – Complete stands

If you have ordered a complete stand – comprising the stand area and stand construction from Koelnmesse, you may cancel the stand construction order only if you do so no later than six weeks before the stand construction order only if you do so no longer than six weeks before the stand construction period officially begins. The date on which Koelnmesse GmbH receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse GmbH is entitled to charge a flat-rate fee for the costs incurred. These costs amount to 30 % of the agreed fee in the event of a cancellation within 4–6 weeks prior to the start of construction, 50 % of the agreed fee in the event of a cancellation within 2–4 weeks prior to the start of construction, and 100 % of the agreed fee in the event of a cancellation at a later time or during the construction of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

3.8.1.2 Stand construction by Koelnmesse – individual stands and turnkey system stands

In a case where the stand construction has been ordered independently of the registration of a stand area, the provisions of Koelnmesse Group's General Terms and Conditions for services and Koelnmesse Group's Special Terms and Conditions for stand construction service apply. You can download Koelnmesse Group's General Terms and Conditions for services from the event's website or from Service Shop.

3.8.2 You shall be entitled to prove that no damages were incurred or that the costs were significantly less expensive than the fee charged.

4 Stand sizes and construction

4.1 Stand size

The minimum stand size is 12 sqm. 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. Trade fair partition walls for separating the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee. Your participation fee does not include stand construction. Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

4.2 Responsibility

The construction, design and operation of the stand must adhere to all regulations that are valid in Germany (including the regulations of the Sonderbauverordnung, the Arbeitsschutzgesetz (industrial safety law), the industrial safety regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's 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 the exhibitor or on the exhibitor's behalf in connection with the construction, dismantling, design and operation of the stand. The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction personnel and other persons working on their behalf to ensure that they adhere to the regulations. The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.

4.3 Maximum stand height and stand limitation

The maximum height for structures or advertising material of all stand constructions (incl. signs, banners and other advertising and construction elements) is determined separately for each hall, to the extent that existing structures within the hall can individually accommodate any. Exceeding the

limits of the maximum structure and advertising heights of any kind (lighting, screens and any stand construction) must be applied for and approved by Koelnmesse GmbH at the latest **six weeks** before build up starts. The rear walls of stands should be decorated in a neutral manner. The exhibitor must ensure that stand partition walls with a height of at least 2.50 m are placed at the closed stand boundaries.

Hall 1: 8,00 m	Hall 4.2: 5,00 m	Hall 9: 8,00 m
Hall 2.1: 5,50 m	Hall 5.1: 5,00 m	Hall 10.1: 5,00 m
Hall 2.2: 5,00 m	Hall 5.2: 5,00 m	Hall 10.2: 5,00 m
Hall 3.1: 4,25 m	Hall 6: 8,00 m	Hall 11.1: 4,50 m
Hall 3.2: 5,00 m	Hall 7: 8,00 m	Hall 11.2: 4,50 m
Hall 4.1: 5,00 m	Hall 8: 8,00 m	Hall 11.3: 5,00 m

The maximum height for structures or advertising material of all stand constructions in passages and boulevards is 3.00 m.

4.4 Notice of approval

Stand construction may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately. There is no obligation on the part of Koelnmesse to ensure the observance of other provisions. Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to issue the notice of approval. You have been informed of the fact that in exceptional cases — at your request and on your account — the stand construction documents must be submitted to the responsible authorities for scrutiny. Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be responded to immediately. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

4.5 Form of stand

The following terms are used for the stand forms:

Terrace stand:	one side open
Corner stand:	two sides open
Two-corner stand:	three sides open
Island stand:	four sides open

Deviations from the requested stand shape do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

4.6 Construction and design of the stands

The stand must be constructed to comply with the form of the stand confirmed. The arrangement of the stand 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 the stand area. Banners and company signs are not permitted to encroach into the aisles. Koelnmesse GmbH also offers a completely outfitted turnkey stand system. Orders can be placed at Service Shop at www.service.anuga.de.

5 Passes/admission tickets

5.1 Exhibitor passes

Each exhibitor receives free of charge and valid for the duration of the trade fair:

- Three passes for a stand size up to 20 sqm
- One additional pass for each 10 sqm or part thereof up to a stand size of 100 sqm
- One additional pass for each additional 20 sqm or part thereof above 100sqm

The codes for the passes are provided to the customer in digital form and must be redeemed online via the Anuga ticket shop. The passes and travel ticket scan can only be used via the app of Anuga. The registration in the app must use the same data as used at the ticket shop. Additionally required codes can be ordered online via www.anuga.com for a fee. After the event, we will only invoice you for the passes that are used and that go beyond the free quota.

5.2 Work passes

You will also receive free codes that allow people commissioned by you or who work on your behalf to access the exhibition centre to construct or dismantle your stand. These codes 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. You will receive the codes digitally with the exhibitor passes.

5.3 Exchange and return of passes

Exhibitor and work passes that were purchased for a fee but not used will be taken back by Koelnmesse by the last day of the trade fair against reimbursement of the costs. Transferring the passes to third parties - whether for a fee or free of charge - is not permitted and constitutes a serious violation of the Conditions of Participation in accordance with Item VI of the General Section of the Conditions of Participation.

5.4 Voucher

As an exhibitor, you can purchase discounted visitor tickets to invite your business partners. One Voucher at a price of **EUR 38.00** plus VAT, entitles the holder to a one-day visit and can be purchased via the Ticket Shop. After the event, only the vouchers redeemed will be charged.

6 Rules on selling

In view of the trade 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. The direct sale constitutes a serious violation of the conditions of participation in the sense of item VI of the general part of the conditions of participation. 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.

7 Marketing services (Marketing Package)

7.1 Scope of obligatory marketing services

Koelnmesse issues official trade fair media to accompany this event.

The components of these media for main exhibitor, group organiser and group participant are as follows:

- Entry in the alphabetical list of exhibitors in the fair catalogue, in the app and additional online trade fair media
- Five product group entries in the fair catalogue
- Unlimited number of product group entries in the app and additional online trade fair media
- **NEW:** Unlimited number of trademark entries basic in the app and additional online trade fair media
- Set-up and provision of an online press compartment incl. a company profile, a company logo, three press releases (English/German), ten pictures and five documents
- Networking participation incl. scheduling tool
- Integrated Leadtracking

The components of these media for co-exhibitor and additionally represented companies are as follows:

- Entry in the alphabetical list of exhibitors in the fair catalogue, in the app and additional online trade fair media
- Five product group entries in the fair catalogue
- Unlimited number of product group entries in the app and additional online trade fair media
- Networking participation incl. scheduling tool

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, co-exhibitors and additionally represented companies and costs:

EUR 1,120.00 per main exhibitor, group organiser and group participant

EUR 350.00 per co-exhibitor and additionally represented companies

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, inclusion in the official trade fair media will be subject to charge on the basis of the information provided on the respective registration. 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. The editorial and advertising deadline is **19/07/2023**.

7.3 Special data protection provision for lead tracking

Trade fair visitors can voluntarily register. Other terms may apply, particularly when visitors can only purchase certain types of tickets by registering. Koelnmesse GmbH forwards the personal data from registered visitors to third parties only if the visitors first agree to have their data used in this way.

Neither the exhibitor, nor Koelnmesse GmbH nor any other third party can require visitors to take part in lead tracking in the event app and so to pass on their personal data. The exhibitor is obliged to delete the personal data that it has received as a result of lead tracking in individual cases if it is requested to do so by Koelnmesse GmbH or the visitor in question. Koelnmesse GmbH is not liable for the accuracy and completeness of the visitor registration data.

The exhibitor may only forward the personal data received as a result of lead tracking to third parties if and to the extent that the exhibitor has received

express consent from the respective visitor. The exhibitor undertakes to use the personal data received as a result of lead tracking only in accordance with the legal regulations, especially those relating to data protection, and only for the exhibitor's own purposes. In this respect, the exhibitor shall exempt Koelnmesse GmbH from all claims by third parties. Existing BSafe regulations still apply.

7.4 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.

Advertisers are responsible for the content of their advertisements and entries and are liable for any damages related thereto. With regard to Koelnmesse's liability, the regulations on liability contained in the general section of the Conditions of Participation apply.

Koelnmesse GmbH is not liable for damage to property and persons caused by the use of the event app for the lead tracking service unless it can be proved that Koelnmesse GmbH acted deliberately or with gross negligence. Liability is limited to foreseeable damages. Participants use the event app for the lead tracking service at their own risk.

Although Koelnmesse strives to provide correct information, it does not guarantee the currentness, accuracy and completeness of the supplied information nor is it liable for such. Koelnmesse does not bear any responsibility for the service's technological availability. Warranty or damage claims of all kinds are excluded if the technology breaks down or malfunctions in some other way. Maintenance, security and capacity-related issues as well as events over which Koelnmesse has no control (e.g. disturbances of the public communication networks, power outages, etc.) can lead to brief disruptions or a temporary suspension of the services. Koelnmesse does not guarantee that the web pages will be accessible at all times and that participants can call them up flawlessly and without encountering incorrect content or technical difficulties. Koelnmesse is not liable for incorrect information that is produced or disseminated by participants and/or third parties (including cooperation partners) and that is related to the ordering of admission tickets and catalogues for trade fairs and exhibitions of the Koelnmesse Group on the Internet.

Koelnmesse is especially not liable for e-mails or data entries that the system fails to accept and/or receive because they do not conform to the stipulations of these Conditions of Participation or to the website's technical requirements.

Koelnmesse is not liable for the offers made by third parties, especially not if they related to the use of the lead tracking service.

Koelnmesse does not guarantee that all links and references to external content that are found during the use of the lead tracking service are correct or complete.

8 Commercial property rights

8.1 Koelnmesse GmbH 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 GmbH's events has violated laws of the kind mentioned in Paragraph 1, Koelnmesse GmbH 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.

9 Non-permissible advertising/ violations of the Conditions of Participation/ Early dismantling of the stand

9.1 non-permissible advertising

To ensure that the overall character of the event is safe guarded, 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
- Advertising measures with alignment to closed stand sides
- Advertising measures for fairs which are not completely or partly carried out by Koelnmesse

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 these cases.

9.2 Violation of the Conditions of Participation

In the event of serious violations of the Conditions of Participation, Koelnmesse is entitled to close your stand immediately and to clear it itself without the need to seek legal assistance. Claims of any kind, especially claims for damages, are excluded in these cases.

9.3 Early dismantling of the stand

Dismantling the trade fair stand and/or the product presentation before the official end of the event represents a serious breach of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse GmbH is entitled to impose a fine of up to EUR 5,000.00 (depending on the severity of the violation) for each such violation and/or to exclude the exhibitor from subsequent events.

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 there in with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

12 General Section of the Conditions of Participation, Technical Guidelines

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

As of: October 2022