# **Conditions of Participation Special Section**

#### Organiser, event, venue and dates, 1 visitor admission

#### 1.1 Title

didacta - The Education Trade Fair is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany. The conceptual sponsor is the Didacta Verband e.V., Verband der Bildungswirtschaft, Rheinstr. 94, 64295 Darmstadt, Germany.

didacta will be held at the Cologne Exhibition Centre from Tuesday, 10 March 2026 to Saturday, 14 March 2026.

#### 1.2 Opening times NEW

For exhibitors, daily from 8:00 a.m. to 6:00 p.m. For visitors, daily from 9:00 a.m. to 5:00 p.m.

## 1.3 Stand construction and dismantling

1.3.1 General provisions

Work may proceed in the halls during the following general construction and dismantling times insofar as no divergent provision has been specified:

#### 1.3.2 Stand construction

During the construction time the halls are open: 05.-06.03. 8:00 a.m. - midnight 07.-08.03. 0:00 a.m. - midnight 09.03 0:00 a.m. - 6:00 p.m.

Construction must be completed by no later than 6:00 p.m. on Monday, 09.03.2026. We reserve the right to claim the costs for cleaning the aisles of any soiling that has arisen after this time.

#### 1.3.3 Stand dismantling

Dismantling of the exhibition stand and the goods presentation must not begin before the end of the event at 5:00 p.m. on Saturday, 14 March 2026. Admission for dismantling personnel from 5:00 p.m. Trucks will be permitted to enter from 7:00 p.m.

The halls are open 24 hours during the dismantling.

The dismantling times are compulsory and must be adhered to. Depending on the hall in question, all stands and exhibits must be completely dismantled by 6:00 p.m. on Tuesday, 17 March 2026. Moreover, all of the stand construction materials and other objects must have been completely removed from the halls and the outdoor area by these deadlines. Koelnmesse will remove and destroy all materials and objects that remain in the halls or the outdoor area after these deadlines and do so at the respective exhibitor's risk and expense. Koelnmesse will only store such objects in exceptional cases, provided the items left at the exhibition centre are obviously valuable. Koelnmesse's further claims remain unaffected. Claims of whatever kind against Koelnmesse, and in particular claims for damages, are excluded in such cases

The exhibitor is liable to Koelnmesse for any damages arising as a result of failure to observe these provisions. Should claims be made against Koelnmesse as a result of failure to observe these provisions the exhibitor exempts Koelnmesse from all such claims.

Koelnmesse is entitled to demand payment of a security in the amount of €5,000.00 to be refunded after the correct and timely return of the area; there is no entitlement to payment of interest. This security is to guarantee claims arising from the contractual relationship, in particular regarding the timely clearing of the stand area.

Furthermore, late clearing of the stand area is a serious violation of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to €2,500.00 (depending on the severity of the violation) for each such violation and/or to exclude the exhibitor from subsequent events.

# didacta

die Bildunasmesse didacta 10.-14.03.2026

1.4 Visitor admission didacta is open to the general public.

#### **Eligibility to participate** 2

#### 2.1 Exhibitors

Only producers that are entered in the Commercial Register or in the Register of Craft Businesses are permitted to participate at didacta. Such producers must exhibit products that correspond to the focus of the event (see product segment, product categories and product groups). 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 sales representative, sales company, association or importer 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 may also require that proof of the nature of the manufacturer's business or of the activities as the manufacturers' sales company or importer be submitted in an appropriate form on demand.

Decisions on company acceptance, 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 Item 2.1. Sentence 1). The products must be new ex works. Products and services that do not correspond to the focus of the event and used products may not be exhibited or offered.

Participation as exhibitors by interest groups, associations, corporate bodies, institutions and foundations under public law can be permitted when their presentation and presence correspond to the focus of the event (see Item 2.1 Sentence 1)

Political parties, regardless of their orientation, and their parliamentary groups are not permitted to participate in didacta.

#### 2.2 Co-exhibitors

The participation of Co-exhibitors at didacta 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 Item V of the General Section of the Conditions of Participation)

Enabling a Co-exhibitor to participate on the stand area without first obtaining the approval of Koelnmesse is a serious violation of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to €5,000.00 (depending on the severity of the violation) for each such violation and / or to exclude the exhibitor from subsequent events. The stipulations of Item V of the General Section of the Conditions of Participation are not affected.

#### Participation fee and other costs 3

#### 3.1 Participation fee: per m<sup>2</sup> of floor space

For registration until 31.07.2025:		
Terrace stand	€190,00	
Corner stand	€204,00	
Two corner stand	€224,00	
Island stand	€235.00	

#### For registration from 01.08.2025:

Terrace stand	€201,00
Corner stand	€222,00
Two corner stand	€245,00
Island stand	€261,00

The participation fee does not include the provision of stand partition walls or other special construction elements. The participation fee covers the provision of the stand area of the exhibition space for the entire duration of the event, including the stipulated construction and dismantling periods; a specific number of exhibitor and construction and dismantling passes — see Item 5.1; the use of all technical and service facilities in the trade fair halls; advice by

Koelnmesse GmbH experts on organization, advertising and public relations work for your participation; advertising media for visitor advertising done by your company on its own; and press contact services. The participation fee will be calculated according to the exact dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not constitute grounds for a reduction of the participation fee. For two-storey trade fair stands, the actual area allotted in the second storey after the technical inspection has been carried out is invoiced at 50 per cent of the participation price per m2 of floor area.

#### 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  $\in 0.60$  per m<sup>2</sup> of exhibition space for representing your interests. Koelnmesse will calculate and collect the fees in the name of, and on the account of, AUMA. Further information is available at www.auma-messen.de

#### 3.3 Energy costs

Exhibitors will be charged a proportional flat-rate energy fee of €20.00 per m<sup>2</sup> of occupied stand area. The flat-rate energy fee is also charged for storage spaces and for the second-storey space of a two-storey exhibiton stand.

#### 3.4 Additional costs payment for services

The services used by an exhibitor at an event (e.g. electricity and water supplies, stand cleaning etc.) are invoiced after the conclusion of the event. Invoice amounts are payable immediately upon receipt.

#### 3.5 Contribution to promotional costs

Each Main Exhibitor will be charged a contribution to promotional costs in accordance to the following scale:

m²	€	m²	€
0–24	320.00	201-400	1,680.00
25 –100	510.00	401-800	2,590.00
101–200	1,120.00	over 800	3,950.00

#### 3.6 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 €1,000.00 per company will be charged. The price of inclusion in the Marketing Package is not included in this fee (see Item 6.2 of these conditions). The Co-exhibitor fee remains payable should the Co-exhibitor not participate in the event.

#### 3.7 Media services

Use of the marketing services described in Item 6.1 shall be obligatory and is subject to a charge (see Item 6.2 of these conditions).

#### 3.8 Value-added tax

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

## 3.8.1 Value-added tax 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 headquarter. 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 in writing of any changes to their VAT identification numbers.

## 3.8.2 VAT refund

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 information is available at: www.bzst.bund.de.

#### 3.9 Subsequent changes of address

Please check your address given in the e-mail for your acknowledgement of receipt. A processing fee of  $\in$  100.00 plus VAT is charged for subsequent changes of the invoicing address.

### 3.10 Costs in the event of non-participation

#### 3.10.1 Prior to receipt of acceptance / confirmation

Should the supplier revoke its registration before receipt of the acceptance/ confirmation, it undertakes to pay a fee in the amount of €250.00

#### 3.10.2 After receipt of acceptance/confirmation

You cannot normally withdraw from the contract after you have received the admission/confirmation. The regulations contained in Item II of the General Section of the Conditions of Participation applies. In the event of your non-participation, you must pay compensation. Provided the reserved stand area can be rented to a third party, this compensation amounts to 25% of the participation fee subject, however, to the minimum fee specified in Item 310.1.

#### 3.10.2.1 Stand construction carried out by Koelnmesse - complete stands

If you have ordered the provision of a complete stand — 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 period officially begins. The date on which Koelnmesse receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse is entitled to charge a flat-rate fee for the costs incurred, without providing evidence. These costs amount to 30% 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 of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

# 3.10.2.2 Stand construction carried out 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 the Koelnmesse Group's General Terms and Conditions for Services and the Koelnmesse Group's Special Terms and Conditions for Services — Stand Construction shall apply in the event of a cancellation of this order. You may download these Terms and Conditions of the Koelnmesse Group from the event website or from the service shop of the event.

**3.10.3** You shall be entitled in each case to prove that no damages were incurred or that the costs were significantly less extensive than the amount charged.

# 4 Stand sizes and construction

### 4.1 Stand size

The minimum stand size is 9 m<sup>2</sup>. Please note that hall pillars and other fixed construction elements may be present in the rented stand area.

A solid demarcation of stand space from the neighbouring stands is mandatory. In the event that a stand construction system belonging to the exhibitor or rented from Koelnmesse is not used, non-transparent stand partition walls (back and side walls) 2.5 m in height are required. It is not permitted to use roll-ups and poster displays for stand demarcation. The cost of these stand partition walls is not included in the cost of the stand rental. Every exhibitor can order the required back and side walls for his stand from the Koelnmesse Service Shop (https://service.didacta-cologne.com).

Should no wall elements be ordered by the exhibitor but his stand space is surrounded by wall elements of the neighbouring stand or by wall elements already in place, Koelnmesse will have stand partition walls erected and the exhibitor will receive an invoice for these wall elements in accordance with the conditions specified in the Koelnmesse Service Shop.

#### 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 hereby assumes an independent guarantee that all persons the services of which the Exhibitor enlists for purposes of executing the Agreement - executive bodies, employees, legal representatives, agents and assistants - are familiar with and comply with the conditions set out above. 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 NEW

The maximum permissible stand height is set at 4 m, insofar as this is permitted by the hall ceiling and any fixed structures that may be present. As long as the Technical Guidelines are observed when designing and erecting stands, there is no need to submit for approval documentation for one-storey stands that do not exceed the permitted construction height. All other stands and constructions must be approved. The regulations regarding the approval of stand construction and requesting such approval are given in the Technical Guidelines.

#### 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 immediately submit any additionally required information related to the trade fair stand. 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. Please note that in exceptional cases — on your behalf 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 immediately responded to. 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	s 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 en		

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 stand space. Banners and company signs are not permitted to encroach into the aisles.

You can receive further information on possibilities for advertising from Koelnmesse GmbH, Marketing Services: Tel. +49 221 821-3998 or visit our <u>website</u>.

Koelnmesse also offers a completely outfitted turnkey stand system. Orders can be placed using the <u>stand construction configurator</u>.

## 5 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:

- 3 Exhibitor passes for a stand up to 20 m<sup>2</sup>
- 1 Exhibitor pass for each further unit of 10  $\ensuremath{m^2}\xspace$  up to 100  $\ensuremath{m^2}\xspace$
- 1 Exhibitor pass for each further unit of 20  $m^2$  from 100  $m^2$
- Maximum: 150 Exhibitor passes in total
  In addition, 3 exhibitor passes are available for each Co-exhibitor.

The exhibitor should order the codes for the passes in the service shop. They must be redeemed online via the event's ticket shop. The passes and travel tickets can only be used via the app of the respective event. The registration in the app must use the same data as used at the ticket shop. Additional codes can also be ordered for a fee from the service shop. The number of codes provided free of charge will be off-set against the codes used and used for access exceed the number of codes you have ordered, you will be

#### 5.2 Work passes

invoiced for these codes.

You will also receive free codes that allow people commissioned by you or who work on your behalf to access the exhibition centre in order to construct or dismantle your stand. The passes created using these codes are only valid up to the start and after the end of the event during the stand construction and/or dismantling periods. They do not entitle the holders to enter the grounds during the event. These codes are ordered in the service shop.

- 2 Work passes for a stand up to 10 m<sup>2</sup>
- 4 Work passes for a stand up to 20 m<sup>2</sup>
- 1 Work pass for each further unit of 10  $m^2$  up to 100  $m^2$
- + 1 Work pass for each further unit of 20  $m^2$  from 100  $m^2$
- Maximum: 150 Work passes in total

#### 5.3 Transfer of passes forbidden

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, as stipulated by Item VI of the General Section of the Conditions of Participation.

### 6 Marketing services (Marketing Package)

#### 6.1 Scope of obligatory marketing services

Koelnmesse issues official trade fair media to accompany the events it hosts. The obligatory components of these media are as follows:

- Entry in the alphabetical list of exhibitors in the Visitor Guide, in the trade fair app and online exhibitor search
- Unlimited number of product group entries in the trade fair app and online exhibitor search
- Unlimited number of trademark entries basic in the trade fair app and online exhibitor search
- One product entry premium in the trade fair app and online exhibitor search incl. product photo and product description
- Set-up and provision of an online press compartment incl. a company profile, a company logo, three press releases (English, German) with five images each and two PDF documents each
- Presentation of one company portrait premium in the trade fair app and online exhibitor search
- · Participation in networking incl. scheduling tool
- Integrated lead tracking
- One product video in the trade fair app and online exhibitor search
- · Provision of a directory of the most important trade journals and media
- Publication of company and product presentations at the event's own forums in the official supporting program
- · Coordination and provision of space for press conferences at a charge

**6.2 Costs for the obligatory marketing services (Marketing Package)** Use of the marketing services listed under Item 6.1 is mandatory for all represented companies and co-exhibitors and costs:

€580.00 per exhibitor for an exhibition area of up to 20 m<sup>2</sup> €900.00 per exhibitor for an exhibition area of more than 20 m<sup>2</sup> €510.00 per co-exhibitor

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. 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.

#### 6.3 Special data protection provisions for lead tracking

Use by trade fair visitors is voluntary. Neither the exhibitor, nor Koelnmesse GmbH nor any other third party can require visitors to take part in the Trade Fair App's lead tracking feature and so to pass on their personal data. Koelnmesse GmbH forwards the personal data to third parties only if the visitor first agrees to have their data used in this way. A consent to data transfer has sometimes been given when a visitor has actively agreed to a networking request from an exhibitor via the Trade Fair App or a scan of the ticket QR code (e.g. at the exhibitor's trade fair stand).

In addition, the exhibitor is obliged in individual cases to delete the personal data that it has received as a result of lead tracking 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 also 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.

#### 6.4 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.

# 7 Commercial property rights

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's 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.

You will find more detailed information in the No Copy! brochure.

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

**8.1** 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 and the distribution of advertising materials 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.

**8.2** 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. Severe violations can in particular be violations of Item V of the General Section of our Conditions of Participation in connection with Item 2 of the Special Section of the Conditions of Participation. Claims of all kinds — especially claims for damages — are excluded in these cases.

**8.3** Dismantling the trade fair stand and/or the exhibits 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 is entitled to impose a fine of up to  $\xi$ 5,000.00 (depending on the severity of the violation) for each such violation and/or to exclude the exhibitor from subsequent events.

# 9 Requirement for a written document

All explanations must be specified in writing.

# 10 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 as a whole 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.

# 11 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.

02/2025