

Conditions of Participation Special Section



IDS 2025
41. International Dental Show
Cologne, 25.–29.3.2025

1 The fair, the organizers, the venue, the dates

The International Dental Show is being organized by the GFDI Gesellschaft zur Förderung der Dental-Industrie mbH, Aachener Str. 1053-1055, 50858 Cologne, Germany, the commercial enterprise of the Association of German Dental Manufacturers (VDDI e.V.) in collaboration with Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany. The GFDI Gesellschaft zur Förderung der Dental-Industrie mbH is the conceptual and expert sponsor of IDS. Koelnmesse GmbH is the legal and financial organiser of IDS and, in this capacity, concludes all contracts in its own name. IDS will be held in the Cologne trade fair complex from Tuesday, 25 March 2025 to Saturday, 29 March 2025. The exhibition will be open to visitors from 09:00 a.m. to 06:00 p.m. and to exhibitors from 08:00 a.m. to 07:00 p.m. daily. IDS is a trade fair. Only trade visitors are admitted. Exhibitors should note the following schedule when making their plans:

Confirmation and floor plan: up from June 2024

Construction of individual stands:

Tuesday, 18 March - Saturday, 22 March 2025	07:00 a.m. - midnight
Sunday, 23 March 2025	00:00 a.m. to
Monday, 24 March 2025	08:00 p.m.

Construction must be completed by 08:00 p.m. on Monday, 24 March 2025 at the latest. At that time the aisles must be completely cleared.

Occupation of Koelnmesse standard stands: 24 hours before the fair starts.

Dismantling of all stands and exhibits in halls:

Saturday, 29 March 2025	06:00 p.m. to
Sunday, 30 March 2025	midnight
Monday, 31 March 2025	07:00 a.m. - midnight
Tuesday, 1 April 2025	07:00 a.m. - 6 p.m.

Dismantling may begin not earlier than 06:00 p.m. on Saturday, 29 March 2025.

Clearing the trade fair stand 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 reserves the right to exclude the exhibitor from subsequent events.

2 Eligibility

It is the objective of the International Dental Show to provide visitors with a fully comprehensive overview of the most up-to-date range of dental products available. In case of uncertainty reference should be made to the Conditions of Participation Special Section.

2.1 Companies may apply for admission as exhibitors if they display the following exhibits as part of their commercial or self-employed professional activities. All products and equipment related to dental medicine and dental technology are permissible as exhibits. The participation of co-exhibitors and additionally represented companies in accordance with Item V of the General Section of the Conditions of Participation is permitted. Products and services that are not directly related to the dental sector will not be authorized. In conjunction with Koelnmesse, the GFDI decides on what is permissible. Authorization will be confirmed in writing. Only those objects that have been registered and approved may be exhibited. Exhibitors explicitly guarantee that they will not exhibit any other products.

2.2 If refused the company concerned can make representations to an appeal body. The details of the appeal procedure are laid out in the Conditions of Participation Special Section and are accepted unreservedly by the exhibitor by sending the application form or by appealing of the arbitration body (see item 3 "Arbitration procedure").

2.3 a) By sending the application form the exhibitor makes a binding agreement not to exhibit at any other fair for dental medical or

technical products anywhere within the Federal Republic of Germany for a period of 8 weeks before and 4 weeks after IDS (waiting period regulation).

2.4 In the case of infringement of the regulations in 2.3, sanctions will be imposed on the exhibitor concerned. The arbitrator can also be called upon to adjudicate against the imposing of sanctions.

a) The exhibitor can be excluded from the forthcoming IDS within 30 days of the infringement becoming known. Only a half of any payments made for trade fair participation will be returned, should it prove impossible to lease the exhibition space to a third party. Should it prove possible to lease the exhibition space to another interested party, however, only administration costs will be invoiced.

b) Should the infringement only become known after the IDS has already begun or ended, the exhibitor can be excluded from the next IDS.

2.5 The regulations 2.3 and 2.4 also apply to companies which are affiliated to the exhibiting company within the meaning of Sections 17, 18 of the German Stock Corporation Act (AktG) (subsidiary or parent companies), insofar as the same products are exhibited at IDS as at other fairs held within the waiting period, in the Federal Republic of Germany.

3 Arbitration procedure

For deciding on disputes over eligibility and imposition of sanctions in the organisation of the International Dental Show.

§ 1

The exhibitor involved can within 14 days of the issue of the decision appeal against refusal as exhibitor or against the imposition of sanctions (item 2 "Eligibility", clause 2.2 and 2.4, in the Conditions of Participation Special Section). The arbitration body decision will be final. The arbitration procedure will be governed by the following.

§ 2

The fourteen day period shall be deemed to begin three days after the notice of refusal or imposition of sanctions is sent by recorded delivery by the GFDI. For appeal purposes the company refused or subject to sanctions must submit in writing the reasons why the decision reached is incorrect. At the same time the company refused or subject to sanctions must nominate an arbiter. The submission against the refusal or sanctions and the nomination of an arbiter must be sent to the GFDI at Aachener Str. 1053-1055, 50858 Cologne, Germany by recorded delivery.

§ 3

The GFDI will nominate their arbiter within 14 days of receipt of the appeal submission. The two nominated arbiters must then agree within three weeks on a chairman. If the two arbiters cannot agree on a chairman, then one will be nominated by the President of the Cologne Chamber of Industry and Commerce.

§ 4

The arbitration body can reach a decision on the basis of the documentation submitted. If however one of the parties demands a verbal hearing, such a hearing must be carried out. The findings must be set out in writing. The arbitration body shall send the findings to both parties by recorded delivery.

§ 5

The costs of the arbitration procedure are in accordance with the German Lawyers' Fees Act (Rechtsanwaltsvergütungsgesetz) of 5th May 2004 in the applicable version in proceedings before the higher regional courts. The arbitration body shall demand from both parties an appropriate prepayment. The body shall only commence proceedings after receipt of these prepayments.

§ 6

German law shall be valid.

4 Labelling obligation for exhibition goods

The exhibitor is obligated to display his products at IDS in compliance with the regulations applicable in Germany for medical products and pharmaceuticals. It should be noted that exhibitors must label their products with the CE symbol. Products that do not comply with these requirements may only be exhibited if the product bears a clearly visible note that it does not conform to legal requirements and therefore cannot be bought until such conformity is achieved.

5 Commercial property rights

5.1 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 that an exhibitor at one of Koelnmesse GmbH's events has violated laws of the kind mentioned in clause 1, Koelnmesse GmbH is entitled to bar that exhibitor from the next event of this kind after the court decision is res judicata if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

5.2 You will find more detailed information in the No Copy! brochure. (www.ids-cologne.de)

6 Costs

Participation fee: per m² floor space 309.00 Euro (minimum stand space 12 m²). The participation fee does not include the provision of partition walls.

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 in the participation fee.

Further information and additional regulations regarding the participation fee can be found in item IV of the General Section of the Conditions of Participation.

Energy consumption

10,50 Euro per m² of occupied stand space as a proportional flat-rate charge.

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. For exhibitors who have not participated in the previous event, the down payment shall total to 36.50 Euro per square metre – plus the obligatory media services (Marketing Package) in accordance to point 10 Media services (Marketing Package).

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.

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 of these conditions), a co-exhibitor fee of 400.00 Euro per company will be charged. The price of the Marketing Package is not included in this fee (see item 10). The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

Media services

Use of the media services described in Item 10 shall be obligatory and is

subject to a charge (see Item 10, Special Participation Conditions).

VAT

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

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 application form in order to be considered entrepreneurs. Exhibitors must immediately notify Koelnmesse of any changes to their VAT identification numbers.

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.

Costs in the event of non-participation

Prior to receipt of acceptance/confirmation

If you withdraw your application to participate before you receive the acceptance/confirmation, you will have to pay a fee of 500.00 Euro.

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 apply. In the event of non-participation, companies that have applied for a trade fair 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 of 500.00 Euro.

Stand construction by Koelnmesse

If you have also ordered stand construction services 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. 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.

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 apply. You can download Koelnmesse Group's General Terms and Conditions for services from the event's website or from <https://service-english.ids-cologne.de/serviceshop/login>.

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

7 Stand sizes and shapes

The minimum stand size is 12 m².

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 at the Service Shop.

Stand construction is not included

Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

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.

The **maximum stand construction height is 4.00 m**. This is also the maximum allowable height for all company and product signs and all types of advertising. Constructions suspended from the ceiling in order to illuminate the trade fair stand (insofar as they are not connected to the stand and do not form a visual unit with it) may, **with the written permission of the organisers**, be attached higher than the maximum construction height of 4.00 metres. **Two storey-constructions are not allowed.**

For single-storey stand structures that do not exceed the permissible height, it is not necessary to submit drawings for approval if the technical guidelines are observed in the design and construction of the stand. All other stand structures and constructions are subject to approval, in particular if the stand is to contain special superstructures or meeting cabins are provided or static calculations are required. The application for approval of the plans for the trade fair stand must be submitted to Koelnmesse in good time, but **at least 6 weeks before the start of construction**, via our **digital platform Delegatis**. These verifiable documents consist of floor plans, views and structural section with all dimensions and - if required - a static calculation; as well as corresponding certificates.

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 provide the notice of approval. The exhibitor is also aware of the fact that in exceptional cases at his/her request and on his/her 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 complied with. 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.

If at all possible, the trade fair company (Koelnmesse) will try to provide the stand in the desired form. The following terms are used for the stands:

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.

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, company signs and other objects are not permitted to encroach into the aisles.

Koelnmesse GmbH also offers a completely outfitted turnkey stand system. Orders can be placed via the Service Shop in the section Additional Services (<https://service.ids-cologne.de/>) or via <https://koelnmesse.mystandconfigurator.de/>.

8 Exhibitor and work passes

Exhibitor passes

As an exhibitor, you will receive free exhibitor passes that are valid from the first day of construction until the last day of dismantling.

- 4 exhibitor passes for a stand measuring up to 18 m²
- 1 additional pass for each 6 m² or part thereof.

The codes for the passes are provided to the exhibitors in digital form and must be redeemed online via the event's ticket shop (<https://tickets.english.ids-cologne.de/>). The passes and travel tickets can 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. Additionally required exhibitor passes can be ordered online against payment.

Work passes

You will also receive free passes that allow people commissioned by you or who work on your behalf to access the fair grounds in order to construct and dismantle your stand. 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.

- 2 passes for a stand of up to 18 m²
- 1 pass for each additional 6 m² or part thereof.

The codes for the passes are provided to the exhibitors in digital form and must be redeemed online via the event's ticket shop (<https://tickets.english.ids-cologne.de/>). The passes can 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. Additionally required work passes can be ordered online.

Exchange and return of passes

All passes are for specific individuals and are non-transferable. If stand personnel change during the event, you can exchange a used exhibitor pass (i. e. one bearing a name) one time and free of charge for a new pass. The passes are issued by the Exhibitor Services Centre. Exhibitor and work passes that were paid for but not used can be returned to Koelnmesse until the last day of the trade fair for a refund of the fee. 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.

9 Prohibition of direct sales

9.1 In view of the specialist trade fair 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.

9.2 In view of the specific trade fair nature and scope of IDS 2025 and rules governing equality of opportunity, it is essential that the regulations stated in Section 9.1 be observed strictly and without exception.

9.3 Koelnmesse has the right:

(1) to impose a fine of up to 2,500.00 Euro, depending on the severity of the violation, on any exhibitor who violates the limitations on sales and visible price labelling in Section 9.1 for each such violation

and/or

(2) to immediately close the stands of any exhibitor who violates or has violated the limitations on sales and visible price labelling in Section 9.1. The stands can be closed while IDS 2025 is still in progress and without legal assistance. The exhibitor will have to bear any costs or other consequences arising from such closure

and/or

(3) to deny admission to IDS 2027 to exhibitors who have violated the limitations on sales and visible price labelling.

10 Media services (Marketing Package)

10.1 Scope of obligatory media services

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

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 app, the online exhibitor search and on IDSconnect in the manner of a showroom
- Unlimited number of product group entries in the app, the online exhibitor search and on IDSconnect
- Networking participation in the app and on IDSconnect incl. scheduling tool
- Integrated Leadtracking in the app
- Integrated Leadtracking on IDSconnect incl. use of the back office
- Creation and maintenance of an unlimited number of employee profiles in the showroom on IDSconnect
- Integration of a header graphic in the showroom on IDSconnect
- Display of the logo in the alphabetical list of exhibitors in the app, the online exhibitor search and on IDSconnect
- Up to 50 product entries premium on IDSconnect, in the app and the online exhibitor search incl. product photo and product description
- Presentation of one company portrait basic in the app, the online exhibitor search and on IDSconnect
- Indication of social media buttons in the app, the online exhibitor search and on IDSconnect
- Specification of a link in the app, the online exhibitor search and on IDSconnect
- One PDF upload in the app, the online exhibitor search and on IDSconnect
- One product video in the app, the online exhibitor search and on IDSconnect

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

- Entry in the alphabetical list of exhibitors in the app and the online exhibitor search
- Unlimited number of product group entries in the app and the online exhibitor search
- Networking participation in the app and incl. scheduling tool

10.2 Costs for the obligatory media services (Marketing Package)

Use of the marketing services listed under Item 10.1 is mandatory for all main exhibitors, co-exhibitors, additionally represented companies, group

organisers and group participants and costs:

Euro 1,389.00 per main exhibitor, group organiser, group participant

Euro 250.00 per co-exhibitor and other 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, 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 media 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.

10.3 Special data protection provisions 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.

10.4. 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.

11 Permissible and prohibited advertising measures

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, the following advertising measures are forbidden:

- Exceeding the specified binding overall height (See Section 7, paragraph 4).
- Distributing printed matter or advertising materials or conducting presentations or advertising activities outside an exhibitor's own stand areas. Koelnmesse's official bookable advertising spaces are exempted from this provision.
- Unregistered and unapproved audio and visual performances between 8 a. m. and 6 p.m. The approval requirements are given in Section 4.7.7 paragraph 2 of the Technical Guidelines. However, they are subject to the following exception: From 8 to 9 a.m., the maximum permissible noise volume is 85 decibels instead of 70 decibels, as is normally the case.
- Competitions or prize drawings during which participants are obliged to enter the stand of the advertiser are not permitted. The exhibitor bears responsibility for the legality of competitions, raffles etc.
- Advertising of an ideological or political nature.

In the event of violations of the Conditions of Participation, Koelnmesse may interrupt the power supply to your stand without any consideration for the effects such an interruption has. In addition, Koelnmesse may immediately close your stand and clear it without having to resort to legal assistance. Claims of all kinds — especially claims for damages — are excluded in these cases.

12 Accompanying events

Accompanying events are prohibited during IDS opening hours. Accompanying events include events such as product presentations or demonstrations, for which exhibitors guide and/or receive visitors outside the trade fair stand areas. It is irrelevant whether an event is intended for all visitors or only a specially invited group of visitors.

Purely internal company events held by exhibitors to inform or train their own company employees, for example, are permitted.

Please contact Koelnmesse when in doubt as to whether your event is an accompanying event as defined in § 1 or an internal event in accordance with § 2.

Participation in the hybrid concept of IDS 2025 does not constitute a side event within the meaning of Item 12.

13 Requirement for a written document

All explanations must be specified in writing.

14 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.

15 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.

Terms and Conditions of Media services (Marketing Package)



IDS 2025
41. International Dental Show

1 Area of validity and contract partner

1.1 Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany, ("**Koelnmesse**") operates the digital product (hereinafter: "digital product" or "digital services").

1.2 Companies can purchase the services of Koelnmesse as described below and in these Terms and Conditions of Use for digital exhibitors, particularly under the following Item 1.2.1 ("**Terms and Conditions of Use**") and in the General and Special Sections of the Conditions of Participation. Each of the companies purchasing these services is subsequently referred to in connection with the digital product as a "**digital exhibitor**", regardless of which specific service has been purchased.

1.2.1 According to the regulations associated with the General and Special Sections of the Conditions of Participation, the digital product is purchased and used in parallel with a corresponding in-person event. The digital product is only available to exhibitors that also take part in the in-person event.

1.2.2 For the duration of this contract Koelnmesse provides digital exhibitors with the possibility, as specified in more detail in these Terms and Conditions of Use and in accordance with the rules in the General and Special Sections of the Conditions of Participation and in return for payment, to avail themselves of digital presentation and communication services in order to integrate their own content or to have it integrated within the scope of function available in the digital product.

1.3 The digital services of Koelnmesse are provided exclusively on the basis of the rules in the General and Special Sections of the Conditions of Participation and these Terms and Conditions of Use including their Appendix(es). These Terms and Conditions of Use and their Appendix(es) also apply to all future business insofar as it is of the same nature and the parties refer to these Terms and Conditions of Use. The in-person event is also subject to the General and Special Sections of the Conditions of Participation and to the regulations governing the registration for the in-person event.

1.4 The digital exhibitor's general terms and conditions of business shall not apply, even if Koelnmesse does not specifically exclude their application. Differing or contrary terms thus only apply when they have been recognized by Koelnmesse in writing.

1.5 The digital exhibitor can call up, save and print out the Terms and Conditions of Use on the website of the digital product ("**website**") at any time.

1.6 Koelnmesse saves this contract text after conclusion of the contract. The contract text is not accessible to the digital exhibitor.

1.7 Special General Terms and Conditions of Business of Koelnmesse may apply for other services in the context of the digital product (in particular advertising services). Koelnmesse will draw attention to the applicability of these special General Terms and Conditions of Business in a suitable manner.

1.6 Koelnmesse saves this contract text after conclusion of the contract. The contract text is not accessible to the digital exhibitor.

1.7 Special General Terms and Conditions of Business of Koelnmesse may apply for other services in the context of the digital product (in particular advertising services). Koelnmesse will draw attention to the applicability of these special General Terms and Conditions of Business in a suitable manner.

2 Purchase of the digital participation; status as a digital exhibitor

By registering for the in-person event the company also simultaneously registers for the digital event. The company receives the status as a digital exhibitor of Koelnmesse in the sense of these Terms and Conditions of Use and of the General and Special Sections of the Conditions of Participation to this extent solely through the registration. The digital participation is obligatory. It does not require the conclusion of any separate contract.

3 Scope of services to be provided by Koelnmesse to the digital exhibitor

3.1 The digital product can comprise presentation possibilities for the digital exhibitors' content (in various available trade fair media) and functionalities for networking, lead tracking and audio/video communication as well as other functionalities of the digital platform. Koelnmesse continuously enhances and improves the digital product.

3.2 In connection with this digital product Koelnmesse provides the digital exhibitor with the following services after conclusion of the event contract:

3.2.1 Depending on the scope of services purchased by the digital exhibitor, Koelnmesse shall also provide the digital exhibitor with the services as described in the Special Section of the Conditions of Participation. In some cases, special conditions have to be met to order certain services. These conditions are specified in the Special Section of the Conditions of Participation.

3.2.2 Furthermore the digital exhibitor's content from the digital exhibitor's application can be placed in the digital product as conference formats. The editorial selection for this placement is carried out by the editorial team of Koelnmesse, nevertheless in coordination with the digital exhibitor. The digital exhibitor has the option, subject to availability, of purchasing the placement of an advertisement in the digital product for payment. This paid placement of an advertisement is the object of a special agreement between Koelnmesse and the digital exhibitor.

3.3 Koelnmesse warrants, within the foreseeable requirements, to provide best possible reproduction of the digital product in conformity with the respective usual technical standard. Exemplary representations in sales documentation are solely for the purpose of illustration and make no claims to exact implementation regarding pixels or functions.

3.4 Data protection and liability

3.4.1 Special data protection provisions for lead tracking

Registration for trade fair visitors is voluntary. Other terms may apply, particularly when visitors can only purchase individual tickets by registering. Koelnmesse forwards the personal data from registered users to third parties only if the user first agrees to have their data used in this way. Neither the digital exhibitor, nor Koelnmesse nor any other third party can require the user to take part in lead tracking by scanning their admission tickets and so to pass on their personal data. In addition, the digital 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 user in question. Koelnmesse is not liable for the accuracy and completeness of the data collected during user/ticket registration. The digital exhibitor may only forward the personal data received as a result of lead tracking to third parties if and to the extent that the digital platform customer has received express consent from the respective user. The digital exhibitor also undertakes to use the personal data received as a result of lead tracking solely in accordance with the legal regulations, especially those relating to data protection, and solely for the exhibitor's own purposes. In this respect, the digital exhibitor shall exempt Koelnmesse from all claims by third parties.

3.4.2 Responsibility/release of Koelnmesse from liability

Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany, is the publisher of the official trade fair media. Koelnmesse may assign the practical implementation and the advertising to a third party company. Advertisers are responsible for the content of their advertisements and entries and are liable for any damages related thereto. Koelnmesse is not liable for printing errors, incorrect placement, mistakes and other gaps or faults in the reproduction. Koelnmesse is not liable for damage to property and personal injury related to the use of the Messe app for the lead tracking service unless it can be proved that Koelnmesse acted deliberately or with gross negligence. Liability is limited to foreseeable damages. The use of the Messe app for utilizing the lead tracking service is at the user's own risk. Although Koelnmesse strives to provide correct information, it does not guarantee the currency, accuracy and

completeness of the supplied information nor is it liable for such. Koelnmesse assumes no responsibility for the technical availability of the services offered. Warranty or damage claims of all kinds are excluded if the technology breaks down or malfunctions in some other way. In particular, 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 technical requirements stipulated in these General Terms and Conditions of Business or stipulated for the website. Koelnmesse is not liable for the offers made by third parties, especially not if they are related to the use of the lead tracking service. Koelnmesse does not guarantee that all links and references to external content that are made during the use of the lead tracking service are correct or complete.

4 Representation formats for digital exhibitors

4.1 The digital exhibitor receives access to the Media Shop of the respective event. This access is used to provide content for the design of the exhibitor's digital exhibition area and enables the digital exhibitor to additionally book content for this purpose. Independent changes to the exhibitor's digital exhibition area are not possible in the case of bookings via the Media Shop. Alternatively, the digital exhibitor can make changes to the exhibition area directly via the digital platform (Customer Self Service). More detail is given on the event-specific websites and in the registration documents there.

4.2 Koelnmesse may of its own accord enhance the presentation formats by adding publicly available information of the digital exhibitor for the purposes of a proper presentation.

4.3 The content can only be edited until the editorial deadline of the respective digital product and will also be presented in the digital product after the event. The digital exhibitor can request that this be deleted.

5 Duties of the digital exhibitor

5.1 The digital exhibitor undertakes to provide complete and correct information on the company in the Online Registration Form for the in-person event. Changes to these details must be notified to Koelnmesse in text form and without delay; e-mail is adequate for this notification.

5.2 Additional duties of the digital exhibitor:

5.2.1 The digital exhibitor undertakes to keep confidential and adequately protected against unauthorized access the access data received from Koelnmesse and the associated passwords. The digital exhibitor shall inform Koelnmesse immediately of any indications of unauthorized transfer of the access data and/or passwords and/or any unauthorized access.

5.2.2 The digital exhibitor undertakes not to collect content in the digital product, and not to play on the presentation formats of the digital exhibitor advertising that does not correspond thematically to the Products List in Appendix 1 and/or violate these Terms and Conditions of Use, statutory provisions, any regulatory requirements, official orders, data protection law or standards of common decency. Furthermore the digital exhibitor undertakes not to collect content that infringes the rights, in particular copyrights or brand rights, of third parties. Koelnmesse reserves the right to not integrate or to block content when said content is criminal according to applicable laws, recognizably serves as preparation for criminal acts or violates these Terms and Conditions of Use or the Products List.

5.2.3 The digital exhibitor undertakes to refrain from all measures that would endanger or interfere with the functioning of the digital product and not to

access data that it is not entitled to access. Furthermore the digital exhibitor must ensure that its content that has been transferred and set up in the digital product is not infected with viruses, worms, or trojans. The digital exhibitor undertakes to make good all damage to Koelnmesse that arises from the failure to fulfil these obligations within the control of the digital exhibitor and furthermore to indemnify Koelnmesse against all claims against Koelnmesse by third parties, including legal and court costs, that are asserted by said parties due to the failure to comply with these obligations on the part of the digital exhibitor.

5.2.4 The digital exhibitor undertakes to pay in full all due license and other fees and expenses (German Authors' Rights Society (GEMA), the Artists' Social Insurance Fund (KSK), German income tax payable by non-residents (Ausländersteuer)) that may be due for musical and other performances making use of any form of audio and image recording media. In the event that the digital exhibitor fails to register for and/or pay the due licensing and other fees and expenses, the digital exhibitor indemnifies Koelnmesse against any and all claims by third parties.

The digital exhibitor is informed that the existing requirements of the German Telemedia Act (TMG), in particular with regard to the imprint, are to be included in the digital exhibitor's showroom and all of the content that the digital exhibitor has recorded is to be labelled as content from this digital exhibitor.

6 Further rules for digital exhibitors

6.1 The digital exhibitor undertakes not to set up content or to advertise content the dissemination of which via radio or telecommunications media is illegal. In particular it must not post any content or advertise any content the dissemination of which is criminal or which is likely to endanger the development of children or young people or their upbringing as a responsible and socially competent personality (for example, content subject to censorship). The same applies to content which the digital exhibitor integrates from external sources including third-party content. Insofar as content bears a label according to the Jugendschutzgesetz (law for the protection of minors) the digital exhibitor must clearly draw attention to this.

6.2 Granting of usage rights to Koelnmesse

6.2.1 The digital exhibitor irrevocably transfers to Koelnmesse the non-exclusive usage rights and exploitation rights without limitation in time or space to the content made available by the digital exhibitor. This transfer of rights is intended to enable Koelnmesse to exploit the content commercially or non-commercially itself or through its affiliated companies in the sense of Section 15 ff. of the Stock Corporation Act (AktG) in the context of the services of Koelnmesse in connection with the digital product. This granting of rights can be limited to the period until the next corresponding trade fair by individual agreements.

6.2.2 The grant of rights is not solely concerned with the digital product and also comprises the following rights:

6.2.2.1 The right to use, to reproduce, to save on all known storage media and to publicly present, in the context of the website and in the digital product, the content in whole or in part, however solely for viewing.

6.2.2.2 The right to further develop the content for these purposes, e.g. by translation into other languages.

6.2.2.3 The right to edit the content for optimal presentation in the digital product.

6.2.2.4 The right to add advertising to the content or parts thereof, with the exception of the profile pages.

6.2.2.5 The right to combine the content with other content or other creations.

6.2.3 The digital exhibitor waives the rights according to Sections 12, 13 Sentence 2 of the Act on Copyright and Related Rights (UrhG), the right to

recognition of authorship (Section 13 Sentence 2 UrhG), however only to the extent that this is usual in this sector.

6.2.4 Insofar as the transfer of rights is not possible due to conflicting rights of third parties, the corresponding positions in the content provided by the digital exhibitor are to be made unrecognizable prior to the transfer of rights to Koelnmesse

6.2.5 Koelnmesse accepts the transfer and the grant of rights.

7 Visitor admission

7.1 Commercial buyers and other trade visitors are admitted as visitors to the event. Koelnmesse is entitled to carry out corresponding checks of the visitor profiles and to refuse admission to visitors whose profiles do not correspond with the purpose of the event.

7.2 Koelnmesse can at its discretion declare the event entirely or partially open to the public.

8 Obligation to secrecy and confidentiality

8.1 The parties undertake to treat the confidential information pursuant to Item 8.2 ("**confidential information**") received from the respective other party as strictly confidential (i.e. in particular to refrain from the unauthorized use, disclosure, publication, or dissemination of this information), and at least with the same degree of care with which they treat their own confidential information. The receiving party may only use this confidential information for the performance and enforcement of this contract. The receiving party may not use this confidential information for its own purposes or for the purposes of third parties or make the confidential information a part of any application for intellectual property rights. The receiving party may not observe, investigate, dismantle or test products and objects made available that contain confidential information without the approval of the disclosing party.

8.2 Confidential information is in particular all information, documentation, written materials, recordings, notes, documents and electronic files that are objects of appropriate confidentiality measures and are labelled as confidential or are to be considered confidential by virtue of the type of information or the circumstances of their transfer. The content transferred for presentation is not classified as confidential information

8.3 The obligation of confidentiality and non-exploitation of the confidential information lapses insofar as said information:

- was already known to the receiving party prior to its notification
- was known to the public or generally accessible prior to its notification
- becomes known to the public or generally accessible after its notification without action or fault on the part of the informed party
- substantially corresponds to information that has been revealed or made accessible to the recipient by a third party who is entitled to do so or
- was made accessible or developed by the respective party itself, subject to this being proven by written records of this party or in some other way and none of the obligations laid down in this agreement having been breached.

8.4 Furthermore the obligation of confidentiality shall not apply in the case that a party is obliged to reveal confidential information due to legal provisions or the force of an incontestable decision of a court or an administrative authority.

8.5 The parties will keep all of the written materials and/or data carriers entrusted to them by the respective other party separate from their other documentation. The confidential information is to be secured against unauthorized access and unauthorized use by appropriate measures to ensure confidentiality. This also includes technical security measures adapted to generally recognized process descriptions and industry standards, the obligation of the employees to maintain confidentiality, and the observation of data protection.

8.6 The information entrusted or parts thereof may only be passed on to such employees, bodies, representatives, external consultants (e.g. lawyers), and/or authorized subcontractors (e.g. freelancers) of the respective receiving party

and/or their authorized subcontractors (in the following "representatives") as require the information for the fulfilment of their tasks in conformity with the contract, have been appropriately instructed in the confidentiality of the information provided, and on their side are subject to appropriate obligations of confidentiality. The parties are liable for breaches of confidentiality on the part of their Representatives and agents as for their own faults.

8.7 The receiving party will immediately inform the revealing party in writing when an unauthorized use or passing on of the confidential information of the revealing party becomes known to it and shall on request of the revealing party take all appropriate measures in order to prevent a further unauthorized use or passing on of the confidential information of the revealing party.

8.8 Each party is obliged to return on demand by the other party all received written or in other ways recorded confidential information including any copies that may have been made within ten (10) days to the demanding party or to confirm in writing the destruction of the confidential information the return of which has been demanded insofar as the other party is not entitled to said information according to the purpose of the contract or is not obliged to independently retain this information due to statutory duties to retain records. Excluded from this is confidential information the destruction of which is only technically possible at disproportionate cost, e.g. because it has been saved by an automated electronic backup system for preserving electronic data in a backup file that is, however, overwritten at close regular intervals in any event.

8.9 The duties of the parties set out in this confidentiality agreement remain in force for five years after the termination of the contractual relationship between the parties. Trade secrets, for which the obligations continue for as long as they are protected as trade secrets, are not subject to this.

8.10 The aforementioned rules do not establish any intellectual property usage rights whatsoever. All usage rights authorized under this contract remain unaffected by the aforementioned rules of this Item 8.

9 Liability of the digital exhibitor, indemnification

9.1 The digital exhibitor is liable for ensuring that its content in the respective presentation formats does not violate any patent rights, utility model rights, copyrights, trademark rights and/or design rights or comparable property rights of third parties and other statutory provisions, in particular those of criminal law and the law concerning the protection of minors.

9.2 The digital exhibitor indemnifies Koelnmesse against all claims by third parties that may be asserted by such parties against Koelnmesse or its licensees due to the infringement of property rights by the content provided by the digital exhibitor in the context of this contract insofar as the digital exhibitor is at fault for said infringement. Koelnmesse will immediately notify the digital exhibitor of any claims asserted by third parties and at its own discretion will either entrust the defence of these claims to the digital exhibitor or coordinate the defence with the digital exhibitor. Koelnmesse will neither recognize nor accept as undisputed claims by third parties without consulting the digital exhibitor. The indemnity also applies to all appropriate defence costs of Koelnmesse, including lawyers' fees, authorities' and court costs, and all other required expenses as are generally accepted in the sector and are accounted for.

9.3 Insofar as third-party rights are opposed the digital exhibitor shall, at its discretion and expense, either acquire corresponding rights for Koelnmesse or replace or change the affected parts of the performance in such a manner that the property rights of third parties are not infringed yet the agreed performance features are retained. If this is not possible for the digital exhibitor under appropriate conditions and within an appropriate time, Koelnmesse shall be entitled to assert its statutory rights.

10 Compensation

10.1 The compensation for the digital participation is determined according to the event-specific details in the Special Section of the Conditions of Participation.

4 Terms and Conditions of Media services (Marketing Package)

10.2 All prices are net prices. The statutory VAT will be charged additionally where applicable. The invoice amount is payable immediately upon receipt of the invoice.

10.3 As a rule, Koelnmesse provides the digital exhibitors with an "other service" according to Section 3a (2) of the German value-added tax law (UStG). The place of performance for such services is the service recipient's registered office. Koelnmesse will therefore invoice foreign digital exhibitors according to the reverse charge accounting mechanism without charging any German VAT. Digital exhibitors from the European Union need to enter their valid VAT identification number in the online Registration Form for the in-person event in order to be considered entrepreneurs.

10.4 The digital exhibitor must immediately notify Koelnmesse in text form of any changes to their VAT identification numbers.

10.5 If, in exceptional cases, other services are provided in which the place of performance is not the registered office of the service recipient and statutory VAT is due, foreign digital exhibitors may receive a refund of the invoiced VAT provided they fulfil the legal requirements. More detailed information can be found here: www.bzst.bund.de

12.4 The substantive law of the Federal Republic of Germany shall apply to this contract and all claims arising from and in connection with it. The UN Sales Convention shall have no application to this contract.

12.5 Should the digital exhibitor have no place of general jurisdiction in Germany or in another EU member country or should the digital exhibitor be a merchant or should the digital exhibitor's permanent residence be relocated abroad after the coming into effect of this contract or should the digital exhibitor's permanent residence or habitual residence at the time of the institution of proceedings be unknown the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of Koelnmesse.

Last amended: November 2023

11 Commercial property rights

11.1 Koelnmesse does not want any digital exhibitors who in the process of producing, disseminating, selling, possession or advertising their products in the broadest sense violate laws regarding the protection of intellectual property or commercial property rights.

11.2 If a final court decision has determined *res judicata* that a digital exhibitor in connection with one of Koelnmesse's digital products has violated laws of the kind mentioned in Paragraph 1, Koelnmesse is entitled to bar that partner from the next digital products of this kind after the *res judicata* court decision if there is sufficient suspicion that the partner will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

11.3 It is the responsibility of the digital exhibitor to ensure that the content brought into the digital product is not in violation of property rights.

11.4 The protection of inventions for patent registration is the digital exhibitors' business. The customer must ensure that its inventions are if necessary registered at the German Patent and Trade Mark Office for the Federal Republic of Germany and/or according to the European Patent Convention at the European Patent Office in good time prior to the beginning of the digital product.

11.5 The digital exhibitor declares bindingly and irrevocably that it itself created the products exhibited by it in the digital product or that they are permissible copies or imitations of other suppliers or other third parties. The digital exhibitor undertakes to respect the preferential property rights of the third parties.

12 Concluding provisions

12.1 The language of the contract is German. The German version of these Terms and Conditions of Use is binding for the interpretation of their provisions. The English version is solely for the purpose of information.

12.2 In the event that one or more provisions of this agreement should be deemed to be or become invalid, the remaining provisions will remain in full force and effect. Invalid provisions are wherever possible to be replaced by such effective conditions as essentially achieve the same economic objectives as pursued.

12.3 In the event of contradictions between the General and Special Sections of the Conditions of Participation and these Terms and Conditions of Use the rules of the General and Special Sections of the Conditions of Participation take precedence over these Terms and Conditions of Use.