

## Digital spoga+gafa Application for main exhibitor

Submission mandatory.  
Please send in along with the completed list of products (Forms 1.30d)!  
In order to be able to use all services (incl. trade fair catalogue), we recommend a registration by 14.04.2022.

1.10d

### 1 Main exhibitor

#### 1.1 Address:

Company / name:

\_\_\_\_\_

Street:

\_\_\_\_\_

Postal Code / city:

\_\_\_\_\_

Country / state:

\_\_\_\_\_

General phone:

\_\_\_\_\_

General e-mail:

E-mail for sending invoices:

\_\_\_\_\_

Internet:

\_\_\_\_\_

Proprietor/Managing Director:

Mr  Ms

(please give first and last name)

Correspondence language:

German  English

Sort alphabetically under the letter:

\_\_\_\_\_

PO-Number / order number:

\_\_\_\_\_

Contact person for the event is:

Mr  Ms

\_\_\_\_\_

Position:

\_\_\_\_\_

Phone:

\_\_\_\_\_

E-mail:

\_\_\_\_\_

#### 1.2 We are:

- |   |  |
|---|--|
| <input type="checkbox"/> Manufacturer         | <input type="checkbox"/> Import / Export           |
| <input type="checkbox"/> Sales organisation   | <input type="checkbox"/> Wholesaler                |
| <input type="checkbox"/> Trade representative | <input type="checkbox"/> Association / Institution |
| <input type="checkbox"/> Service              | <input type="checkbox"/> Trade press               |
| <input type="checkbox"/> Retail               | <input type="checkbox"/> Retail sale               |

#### 1.3 We are registered with the:

Commercial register

At the Magistrate Court in:

\_\_\_\_\_

Commercial Register no.:

\_\_\_\_\_

#### 1.4 Turnover tax ID number (VAT):

(Required information for companies from EU countries)

\_\_\_\_\_

#### 1.5 We are a subsidiary / branch of the following company / group:

Company / name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Town / postcode:

\_\_\_\_\_

Country / state:

\_\_\_\_\_

#### 1.6 We belong to the following associations:

\_\_\_\_\_

### 2 Participation requirements

#### 2.1 We order a participation at digital spoga+gafa:

- Basic package digital spoga+gafa\*  
Special price 2022

EUR 3,999.00  
(plus VAT)

\*The basic package as digital spoga+gafa exhibitor includes:

- Entry in the alphabetical list of exhibitors in all available fair media
- Services on the digital platform and in the app: digital company profile, unlimited number of product groups, unlimited number of trademark entries, unlimited number of product entries, networking participation (incl. scheduling tool), integrated lead tracking, integration of a header graphic, presentation of one company portrait, integration of Social Media Buttons
- Services in the online exhibitor search on the trade fair website: unlimited number of product groups, unlimited number of trademark entries basic, unlimited number of product entries basic, one trademark entry premium, presentation of one company portrait premium, integration of Social Media Buttons
- Ten product group entries in the fair catalogue
- Provision of unlimited number of admission ticket vouchers requiring registration

Please enclose with your application the completed list of product group entries 1.30d with your application.

#### 2.2 We would like to book additional services for our digital trade fair presence:

You can book further services for upgrading your digital company profile at the digital spoga+gafa directly through our sales team.

Contact information can be obtained from the [spoga+gafa](#) trade fair website. There you will also find a detailed description of the services included in the various packages.

#### Data Protection Notice:

You can read our Data Protection Notice in the complete participation documents and at any time under [www.koelnmesse.com/data-protection-notice](http://www.koelnmesse.com/data-protection-notice).

We would like to stay in touch with you in the future, in order to keep you appropriately informed of events and similar services. That's why we would like to ask for your consent to contact via electronic media.

I hereby permit Koelnmesse GmbH, as well as its responsible subsidiary abroad and its commercial agents, to send me information by e-mail about future similar trade fairs/events/platforms that are organized in Germany and abroad. A list of the subsidiaries and commercial agents of Koelnmesse GmbH, as well as further details about data protection, can be found in the complete document containing the participation documents. It can also be accessed at any time at [www.koelnmesse.com/data-protection-notice](http://www.koelnmesse.com/data-protection-notice).

I can withdraw my consent at any time in the future (by sending an e-mail to [datenschutz-km@koelnmesse.de](mailto:datenschutz-km@koelnmesse.de))

**By signing the registration form, we acknowledge the terms of use for digital spoga+gafa as binding.**

X

Place, date, legally binding signature and company stamp of the main exhibitor



0	0	8	0
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Name of main exhibitor:

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## Enclosure to the registration

Invoice address /

Address for correspondence

1.11d

### 1 Invoice address

If the **invoice** should be sent to an address **other** than the one given in the registration Form, please enter it below:

Company / name:

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Address:

Town /  
postcode:

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P.O. Box /  
postcode:

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Town /  
postcode:

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Country /  
state:

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Phone:

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Fax:

---

E-mail for  
sending invoices:

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Language of correspondence:

German

English

**Please note:**

The registered company will be obliged to settle the invoice if the recipient of the invoice fails to effect payment.

### 2 Address for correspondence

If **correspondence** should be sent to an address other than the one given in the registration Form, please enter it below:

Company / name:

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Contact person:

Position in the  
company:

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Address:

Town /  
postcode:

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P.O. Box /  
postcode:

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Country /  
state:

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Phone:

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Fax:

---

E-Mail:

---

Language of correspondence:

German

English

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01.06.-31.08.2022

Client number:

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Name of main exhibitor:

**List of product group entries**  
 Must be returned by  
 digital spoga+gafa main exhibitors.  
 Please fill in and return with your application.

**1.30d**

**Brands**

Here you can enter your brands. They are a component of the basic package of digital spoga+gafa.

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**Main focus of our product range:**

(Please make sure you fill this in!)

(two entries maximum)

No:

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No:

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**Please note:**

This directory of products shall not be considered the basis for automatic entry in the directory of products in the official fair media. Our official contractual partners will provide you with all order information and documents for the marketing services offered.

**List of product group entries** X (Please tick the appropriate box)

**Our target/sales markets are:**

**Africa**

- South Africa
- West Africa
- East Africa
- North Africa

**The Americas**

- USA
- Canada
- Mexico
- Colombia
- Brazil
- Others Central America
- Others South America

**Asia**

- China
- Japan
- South East Asia
- India
- Middle East

**Europe**

- Western Europe
- Northern Europe
- Southern Europe
- Russia
- Turkey
- Others Eastern Europe

**Oceania**

- Australia
- New Zealand
- Others Oceania

**Global Opportunities**

We are interested in the following Koelnmesse events around the world. Please send us further information.

Germany, Cologne | aquanale

Germany, Cologne | IMM

Italy, Milan | Hardware Forum

Germany, Cologne | FSB

Germany, Cologne | Eisenwarenmesse - International Hardware Fair

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This consent is voluntary and applies only in the event that I have indicated my interest in one or more trade fairs by placing a check mark.

**Garden Furniture**

- Grill & BBQ
- Camping & Leisure
- Sports & Games
- Machines & Accessories
- Tools & Accessories
- Water & Light
- Plants & Flowers
- Biochemistry & Soils
- Decoration
- Pet Supplies
- Garden Equipment & Sheds
- Services

**Garden Furniture**

- 2005 Covering materials for garden furniture upholstery and garden umbrellas
- 2010 Cushions for camping and garden furniture
- 2015 Camping furniture
- 2020 Designer furniture
- 2025 Garden furniture
- 2030 Garden swings
- 2035 Garden umbrellas, sunshades
- 2040 Garden umbrella stands
- 2050 Hammocks, swings
- 2060 Awnings
- 2070 Rattan furniture
- 2075 Cleaning and maintenance products
- 2080 Protective covers for garden furniture
- 2085 Privacy screens
- 2090 Other
- 2095 Wicker beach chairs
- 2097 Terrace heater
- 2100 Terrace and balcony furniture

Name(s) of exhibitor / co-exhibitor:

Client number:

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- 2105 Tablecloths and napkins  
 2110 Door curtains

**Grill & BBQ**

- 3002 Frying pans  
 3003 Solid fuels  
 3004 Alternative solid fuels  
 3005 Electrically operated barbecues  
 3006 Electric bullet grills  
 3008 Fondue and raclette  
 3010 Garden fireplaces  
 3015 Gas operated barbecues  
 3020 Grill appliances  
 3023 Crockery, cutlery, glasses  
 3025 Spices  
 3030 Igniting accessories  
 3035 Barbecue utensils  
 3040 Charcoal for barbecues  
 3045 Wrapped charcoal  
 3046 Grill cleaner  
 3047 Grill sauces/barbecue sauces  
 3050 Barbecue accessories  
 3053 Wood grilling planks  
 3055 Charcoal barbecues  
 3058 Coal (e.g. long lasting coal)  
 3059 Coconut coal  
 3060 Kitchen knives  
 3062 Cooling appliances  
 3065 Lava stones and marble stones  
 3067 Outdoor kitchen  
 3068 Panini and contact grills  
 3069 Pellets  
 3070 Picnic items  
 3071 Pizza ovens  
 3072 Smoker grills & accessories  
 3073 Chips for smokers  
 3075 Chopping boards  
 3080 Other barbecues  
 3085 Other accessories  
 3090 Pots and pans

**Camping & Leisure**

- 4005 Covering canvas, caravan awnings  
 4010 Lighting and heating  
 4015 Camping trailers  
 4020 Camping plates and dishes  
 4025 Camping mats  
 4030 Insulated cooler bags  
 4035 Air mattresses  
 4040 Backpacks  
 4045 Sleeping bags, blankets  
 4046 Privacy screens  
 4047 Parasol holder  
 4050 Other camping and picnic articles  
 4055 Tents, tent caravans, caravan awning  
 4060 Tent accessories

**Sports & Games**

- 5005 Angling  
 5010 Inflatable articles  
 5012 Badminton & Tennis  
 5015 Balls  
 5020 Billiards  
 5030 Darts  
 5032 Fitness article  
 5035 Fitness equipment, home trainers  
 5040 Flippers  
 5042 Flying toys  
 5044 Garden playground equipment, swing frames, jungle gyms, children's plastic play slides

- 5045 Therapeutic appliances  
 5046 Inline skates, roller sports  
 5047 Pedal go karts  
 5048 Rides  
 5049 Sledges  
 5050 Snorkels  
 5055 Swimming pools and accessories  
 5060 Swimming  
 5065 Other  
 5067 Playhouses  
 5068 Children's play sand  
 5070 Sports, beach and recreation wear  
 5075 Sports, beach and recreation games  
 5080 Sport fishing  
 5082 Beach games  
 5085 Surfing and accessories  
 5090 Diving goggles and masks  
 5095 Diving wear  
 5100 Diving accessories  
 5105 Table-tennis  
 5107 Goals and ball pumps  
 5110 Training and exercise appliances  
 5115 Trampolines  
 5117 Popular sports  
 5120 Sports, games and gym equipment  
 5125 Water crafts and accessories  
 5130 Water skis and accessories

**Machines & Accessories****Hand and motorised equipment for the care and maintenance of gardens (excluding lawn care)**

- 6002 ATV, Quadvehicle and accessories  
 6005 Soil cultivators  
 6010 Soil steamers  
 6015 Garden and grafting knives  
 6018 Garden robotics  
 6020 Equipment storage  
 6025 Tool accessories, spare parts  
 6030 Shredders  
 6035 Hedge shears, electric  
 6040 High-pressure cleaners  
 6045 Sweeping machines  
 6050 Composting equipment and machinery  
 6055 Leaf collectors  
 6060 Machines and equipment for the maintenance of plastic and artificial lawns  
 6065 Machines and equipment for the maintenance of tamped surfaces  
 6070 Measuring equipment  
 6075 Mixers  
 6080 Engines for gardening equipment (electric, diesel, gas and other)  
 6085 Motorised and rotary hoes  
 6090 Power saws  
 6095 Wet and dry vacuum cleaners  
 6100 Fruit and berry presses  
 6105 Plant equipment and machines  
 6110 Sowing machines  
 6115 Pest control and traps  
 6120 Grinding machines  
 6125 Snow propellers, rotary snow ploughs  
 6130 Snow clearers  
 6135 Other machinery and equipment for garden care  
 6140 Sprayers  
 6145 Gritting devices  
 6150 Power packs, generators  
 6155 Weed killing equipment  
 6160 Tools for equipment maintenance  
 6165 Shredding devices

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**Lawn care equipment**

<input type="checkbox"/>	7005	Aerators
<input type="checkbox"/>	7010	Cordless gardening equipment
<input type="checkbox"/>	7015	Cordless lawnmowers
<input type="checkbox"/>	7020	Riding mowers
<input type="checkbox"/>	7025	Petrol and diesel engines for lawn care equipment
<input type="checkbox"/>	7030	Electric engines for lawn care equipment
<input type="checkbox"/>	7035	Front mowers
<input type="checkbox"/>	7040	Tool accessories, spare parts
<input type="checkbox"/>	7045	Transmissions for lawn care equipment
<input type="checkbox"/>	7050	Grass shears, electric (cutting filaments or brush cutters)
<input type="checkbox"/>	7055	Large-lawn mowers
<input type="checkbox"/>	7060	Hand lawnmowers
<input type="checkbox"/>	7065	Edge trimmers
<input type="checkbox"/>	7067	Robotic lawn mowers
<input type="checkbox"/>	7070	Motorised lawnmowers (petrol and electric)
<input type="checkbox"/>	7075	Power scythes
<input type="checkbox"/>	7080	Lawn and foliage sweepers
<input type="checkbox"/>	7085	Aerating equipment
<input type="checkbox"/>	7090	Grass cutting collectors
<input type="checkbox"/>	7095	Lawn tractors
<input type="checkbox"/>	7100	Lawn trimmers
<input type="checkbox"/>	7105	Turn-over rakes and slope turners
<input type="checkbox"/>	7110	Flail-type, mulch and beam mowers
<input type="checkbox"/>	7115	Solar-powered garden equipment
<input type="checkbox"/>	7120	Solar-powered mowers
<input type="checkbox"/>	7125	Other machinery and equipment for garden care
<input type="checkbox"/>	7130	Spiral-bladed lawn mowers
<input type="checkbox"/>	7135	Sprinklers
<input type="checkbox"/>	7140	Mowers for slopes
<input type="checkbox"/>	7145	Scarifiers
<input type="checkbox"/>	7150	Tools for equipment maintenance
<input type="checkbox"/>	7155	Mowers for fields and embankments

**Parks and path construction technology, cemetery technology**

<input type="checkbox"/>	8005	Sanding
<input type="checkbox"/>	8010	Binding machines
<input type="checkbox"/>	8015	Soil container systems
<input type="checkbox"/>	8020	Soil stores
<input type="checkbox"/>	8025	Cemetery excavators and transporters
<input type="checkbox"/>	8030	Grave sealing
<input type="checkbox"/>	8035	Hall equipment and fittings
<input type="checkbox"/>	8040	Bulldozers
<input type="checkbox"/>	8045	Lawn-making machinery and landscaping systems
<input type="checkbox"/>	8050	Coffin-lowering appliances
<input type="checkbox"/>	8055	Other machinery and equipment for garden care
<input type="checkbox"/>	8060	Other machinery and equipment for cemetery work
<input type="checkbox"/>	8065	Stone splitters
<input type="checkbox"/>	8070	Track-laying machines

**Golf courses**

<input type="checkbox"/>	9005	Driving ranges
<input type="checkbox"/>	9010	Golf course equipment
<input type="checkbox"/>	9015	Golf course construction
<input type="checkbox"/>	9020	Golf course maintenance
<input type="checkbox"/>	9025	Golf course planning and architecture
<input type="checkbox"/>	9030	Management, planning
<input type="checkbox"/>	9035	Other machinery and equipment for garden care
<input type="checkbox"/>	9040	Special machinery and equipment for golf course construction and maintenance

**Tools & Accessories****Tools and accessories for garden, course and landscape maintenance**

<input type="checkbox"/>	10002	Working gloves
<input type="checkbox"/>	10005	Branch-cutters
<input type="checkbox"/>	10010	Pruning shears
<input type="checkbox"/>	10015	Axes
<input type="checkbox"/>	10020	Tree saws
<input type="checkbox"/>	10025	Tree shears

<input type="checkbox"/>	10030	Manure forks
<input type="checkbox"/>	10035	Harrows
<input type="checkbox"/>	10040	Harvesters
<input type="checkbox"/>	10045	Brush cutters
<input type="checkbox"/>	10050	Hand tools for the garden
<input type="checkbox"/>	10055	Digging forks
<input type="checkbox"/>	10060	Grass shears, hand-operated
<input type="checkbox"/>	10065	Hoes of all kinds, with and without handles
<input type="checkbox"/>	10070	Hedge shears, hand-operated
<input type="checkbox"/>	10075	Weeding tools
<input type="checkbox"/>	10080	Garden carts and barrows, wheelbarrows
<input type="checkbox"/>	10085	Lawn rakes
<input type="checkbox"/>	10090	Secateurs
<input type="checkbox"/>	10095	Rakes
<input type="checkbox"/>	10100	Sawhorses
<input type="checkbox"/>	10105	Saws of all kinds
<input type="checkbox"/>	10110	Shovels
<input type="checkbox"/>	10115	Scythes, sickles
<input type="checkbox"/>	10120	Spades
<input type="checkbox"/>	10125	Handles of all kinds
<input type="checkbox"/>	10130	Spreading carts and tubs
<input type="checkbox"/>	10135	Rollers

**Tools and equipment for parks, path construction and cemeteries**

<input type="checkbox"/>	11005	Rubbish container systems
<input type="checkbox"/>	11010	Tree anchoring systems and fasteners
<input type="checkbox"/>	11015	for tree planting
<input type="checkbox"/>	11020	for soil cultivation
<input type="checkbox"/>	11025	for the preparation and conveyance of soil
<input type="checkbox"/>	11030	for the reclamation and relocation of ready-lawns
<input type="checkbox"/>	11035	for the construction of tracks and roads
<input type="checkbox"/>	11040	Hand carts, funeral wreath cars
<input type="checkbox"/>	11045	Other hand tools for garden care

**Water & Light****Lighting, water and pond technology**

<input type="checkbox"/>	12005	Lighting systems, garden lighting
<input type="checkbox"/>	12007	Outdoor garden shower
<input type="checkbox"/>	12010	Garden pools, ornamental pools
<input type="checkbox"/>	12015	Pumps for garden pools
<input type="checkbox"/>	12020	Swimming and paddling pools
<input type="checkbox"/>	12022	Solar lamp
<input type="checkbox"/>	12025	Other
<input type="checkbox"/>	12030	Fountains
<input type="checkbox"/>	12035	Pool filters
<input type="checkbox"/>	12040	Pool lining
<input type="checkbox"/>	12045	Cleaning agents for pools
<input type="checkbox"/>	12050	Underwater lighting for garden pools
<input type="checkbox"/>	12055	Water treatment and purification
<input type="checkbox"/>	12060	Water displays
<input type="checkbox"/>	12062	Whirlpools
<input type="checkbox"/>	12065	Indoor fountains
<input type="checkbox"/>	12070	Accessories

**Irrigation and sprinkling technology**

<input type="checkbox"/>	13005	Fittings, hose arrangement systems
<input type="checkbox"/>	13010	Garden irrigation and drainage installations
<input type="checkbox"/>	13015	Sprinkling systems
<input type="checkbox"/>	13016	Watering systems
<input type="checkbox"/>	13020	Drainage
<input type="checkbox"/>	13025	Pumps, filters for garden irrigation and drainage
<input type="checkbox"/>	13030	Rainwater utilisation systems, tanks and cisterns
<input type="checkbox"/>	13035	Hoses and accessories
<input type="checkbox"/>	13040	Wheeled hose reels
<input type="checkbox"/>	13045	Other water technology and lighting for the garden
<input type="checkbox"/>	13050	Water purification equipment

**Plants & Flowers**

<input type="checkbox"/>	14005	Nursery plants
<input type="checkbox"/>	14010	Herbaceous and window box plants

Name(s) of exhibitor / co-exhibitor:

Client number:

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<input type="checkbox"/>	14015	Bulbs
<input type="checkbox"/>	14020	Bonsais
<input type="checkbox"/>	14025	Container plants
<input type="checkbox"/>	14030	Roof greenery
<input type="checkbox"/>	14035	Facade greenery
<input type="checkbox"/>	14040	Finished lawns
<input type="checkbox"/>	14042	Finished goods
<input type="checkbox"/>	14045	Vegetables
<input type="checkbox"/>	14050	Hydroponics
<input type="checkbox"/>	14055	Indoor greenery
<input type="checkbox"/>	14057	Young plants
<input type="checkbox"/>	14060	Cacti and succulents
<input type="checkbox"/>	14065	Conifers
<input type="checkbox"/>	14070	Climbing plants
<input type="checkbox"/>	14075	Deciduous trees and ornamental bushes
<input type="checkbox"/>	14080	Fruit trees
<input type="checkbox"/>	14085	Orchids
<input type="checkbox"/>	14090	Rhododendrons, azaleas
<input type="checkbox"/>	14095	Roses
<input type="checkbox"/>	14100	Seeds
<input type="checkbox"/>	14102	Cut flowers
<input type="checkbox"/>	14105	Other
<input type="checkbox"/>	14110	Perennials
<input type="checkbox"/>	14120	Potted plants
<input type="checkbox"/>	14125	Aquatic plants
<input type="checkbox"/>	14130	Christmas trees

**Biochemistry & Soils**

<input type="checkbox"/>	15005	Products for the care of trees and grafting
<input type="checkbox"/>	15010	Soil and compost activators
<input type="checkbox"/>	15015	Soil testers
<input type="checkbox"/>	15020	Fertilizers (mineral, organic)
<input type="checkbox"/>	15025	Soils, substrates
<input type="checkbox"/>	15030	Humus
<input type="checkbox"/>	15035	Equipment for the care of plants and grafting
<input type="checkbox"/>	15040	Plant protectives
<input type="checkbox"/>	15045	Garden cleaning and maintenance products
<input type="checkbox"/>	15050	Pest control
<input type="checkbox"/>	15055	Other
<input type="checkbox"/>	15060	Strewing salt, winter gritting materials
<input type="checkbox"/>	15065	Peat, other organic products
<input type="checkbox"/>	15070	Weed-killers

**Decoration****Garden decoration**

<input type="checkbox"/>	16005	Flower/animal ornaments for plant pots
<input type="checkbox"/>	16010	Hanging plant containers (for ceilings and walls)
<input type="checkbox"/>	16013	Decorative lighting
<input type="checkbox"/>	16015	Windmills
<input type="checkbox"/>	16017	Enamelled products
<input type="checkbox"/>	16020	Garden decorative items, e.g. of glass, ceramic, wood, plastic
<input type="checkbox"/>	16025	Garden flambeaux
<input type="checkbox"/>	16030	Garden figures, garden gnomes
<input type="checkbox"/>	16035	Garden spheres
<input type="checkbox"/>	16036	Grave lanterns, vases and bowls
<input type="checkbox"/>	16038	Wickerwork
<input type="checkbox"/>	16040	Nest boxes
<input type="checkbox"/>	16045	Sundials
<input type="checkbox"/>	16050	Other
<input type="checkbox"/>	16052	Table decoration
<input type="checkbox"/>	16055	Birdhouses, feeding containers
<input type="checkbox"/>	16060	Scarecrows
<input type="checkbox"/>	16065	Birdbaths
<input type="checkbox"/>	16070	Wind chimes/bells
<input type="checkbox"/>	16075	Glowlights
<input type="checkbox"/>	16080	Wind wheels

**Florists' supplies**

<input type="checkbox"/>	17005	Advent articles
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<input type="checkbox"/>	17010	Christmas tree decorations/base holders
<input type="checkbox"/>	17012	Decoration stones
<input type="checkbox"/>	17015	Decorative materials
<input type="checkbox"/>	17020	Florists' accessories
<input type="checkbox"/>	17025	Florists' equipment
<input type="checkbox"/>	17027	Cemetery items and metalware
<input type="checkbox"/>	17028	Gifts
<input type="checkbox"/>	17030	Candles
<input type="checkbox"/>	17035	Artificial flowers and plants
<input type="checkbox"/>	17040	Easter articles, decorative items
<input type="checkbox"/>	17042	Paper items (cards, wrapping paper etc.)
<input type="checkbox"/>	17045	Other
<input type="checkbox"/>	17050	Dried flowers, potpourris
<input type="checkbox"/>	17055	Vases, bowls
<input type="checkbox"/>	17060	Christmas articles, decorative items

**Pet Supplies**

<input type="checkbox"/>	18005	For wild birds
<input type="checkbox"/>	18010	For dogs
<input type="checkbox"/>	18015	For cats
<input type="checkbox"/>	18020	For rodents and terrarium
<input type="checkbox"/>	18025	For ornamental fish (aquariums)
<input type="checkbox"/>	18030	For cage-birds (birdcages, aviaries etc.)
<input type="checkbox"/>	18035	Medicines and care products for domestic pets
<input type="checkbox"/>	18040	Other
<input type="checkbox"/>	18045	Pet food

**Garden Equipment & Sheds****Garden equipment**

<input type="checkbox"/>	19005	Waste containers, garden containers
<input type="checkbox"/>	19010	Barometers, hygrometers
<input type="checkbox"/>	19012	Brooms and brushes
<input type="checkbox"/>	19015	Forcing frames
<input type="checkbox"/>	19020	Filling and covering materials
<input type="checkbox"/>	19025	Casual shoes & Clogs
<input type="checkbox"/>	19027	Doormats
<input type="checkbox"/>	19030	Garden sheeting and covers
<input type="checkbox"/>	19032	Gardening gloves, accessories
<input type="checkbox"/>	19035	Watering cans
<input type="checkbox"/>	19037	Household articles
<input type="checkbox"/>	19040	Hydroponic containers
<input type="checkbox"/>	19042	Vacuum flasks
<input type="checkbox"/>	19045	Composters
<input type="checkbox"/>	19050	Artificial lawns
<input type="checkbox"/>	19055	Artificial stones and rocks
<input type="checkbox"/>	19060	Ladders
<input type="checkbox"/>	19062	Multipurpose tarpaulin
<input type="checkbox"/>	19065	Natural stones
<input type="checkbox"/>	19070	Nets
<input type="checkbox"/>	19075	Demarcation reels
<input type="checkbox"/>	19080	Plant pots, indoor
<input type="checkbox"/>	19085	Plant pots, outdoor (e.g., balcony boxes)
<input type="checkbox"/>	19090	Plant supports and stakes
<input type="checkbox"/>	19095	Climbing frames
<input type="checkbox"/>	19100	Rain containers
<input type="checkbox"/>	19105	Reed thatching
<input type="checkbox"/>	19110	Sand pits
<input type="checkbox"/>	19112	Protective covers for plant holders
<input type="checkbox"/>	19115	Other
<input type="checkbox"/>	19125	Carpet grippers and naplocks
<input type="checkbox"/>	19140	Outdoor clothes dryers
<input type="checkbox"/>	19145	Weather stations
<input type="checkbox"/>	19147	Winter protection for plants
<input type="checkbox"/>	19150	Ornamental chippings and gravel
<input type="checkbox"/>	19155	Accessories

**Greenhouses and equipment**

<input type="checkbox"/>	20002	Irrigation
<input type="checkbox"/>	20005	Organic plant tunnels
<input type="checkbox"/>	20010	Fly screening

Name(s) of exhibitor / co-exhibitor:

0 0 8 0

Client number:

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- 20015 Greenhouses and components
- 20020 Heating and heaters for greenhouses
- 20025 Interior equipment
- 20030 Cold frames
- 20035 Air technology
- 20040 Mini hothouses
- 20045 Solar technology
- 20050 Other
- 20055 Monitoring devices (control equipment)
- 20060 Heat recycling

**Garden sheds and structures**

- 21005 Building elements
- 21010 Tree protection frames, bollards, posts
- 21015 Flower bed and path edging
- 21020 Floor coverings for garden installations and balcony
- 21025 Flooring dowels
- 21030 Carports
- 21035 Garden sheds
- 21040 Garden tool sheds
- 21042 Wooden garden playground equipment, swing frames, jungle gyms, children's play slides
- 21045 Wood protective coating, garden wood treatment
- 21050 Fireplaces
- 21055 Awnings
- 21060 Trellises
- 21065 Pavilions
- 21070 Pergolas, climbing frames
- 21075 Paving stones
- 21077 Saunas
- 21080 Sunshades, windbreakers
- 21085 Privacy mats and systems
- 21090 Other
- 21095 Terrace roofing
- 21100 Terrace frontage, terrace partitions
- 21105 Gates
- 21107 Ventilators
- 21110 Conservatories
- 21115 Fencing (e.g. wire, wood, plastic)

**Services****Operational technology for the trade**

- 22005 Trailers
- 22010 Protective clothing
- 22015 Shop fittings
- 22020 Commercial vehicles, special vehicles
- 22022 Complementary product range (e.g. drinks and spirituous beverages)
- 22025 Other
- 22030 Transport equipment
- 22035 Product merchandising techniques

**Sector services**

- 23005 Health and safety protection/work safety/quality assurance
- 23010 Training and further education
- 23015 Data processing, hardware and software
- 23020 e-commerce
- 23025 Financing/insurance
- 23030 Logistics
- 23035 Planning/advice/consulting
- 23040 Other
- 23045 Associations and institutions
- 23050 Publishing houses/publications
- 23055 Packaging/waste disposal
- 23060 Product safety
- 23065 Science and research

**Contract Business**

- 26005 Contract Business

# Terms and Conditions of Use

## Digital platform



spoga+gafa 2023  
The garden trade fair

### 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 Item 1.2.1 ("**Terms and Conditions of Use**") and in the registration form for the use of the digital product ("**Registration Form**"). 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 and irrespective of whether it has registered to participate in an in-person event that may be held alongside the digital product.

1.2.1 According to the regulations associated with the Registration Form, the digital product can be purchased and used in parallel with a corresponding in-person event or instead of it. The Registration Form may also specify that the digital product is only available to exhibitors that also take part in the in-person event. If such an in-person event does not take place, the parties can agree that the contract concerning the digital product is automatically cancelled as well without requiring any further declaration. Alternatively, the parties can also agree that if an in-person event does not take place, purely digital exhibitors or exhibitors of both types of exhibition can withdraw from the digital product contract without having to pay a cancellation fee. In this case, the exhibitor has to exercise this right within 7 days of being informed of the cancellation of the in-person event.

1.2.2 Koelnmesse provides digital exhibitors with the possibility, for the duration of this contract as specified in more detail in these Terms and Conditions of Use and in accordance with the rules in the Registration Form 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 Registration Form 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 subject to the General Conditions of Participation/Special Conditions of Participation that are known to the exhibitor 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.

### 2 Requirements for acceptance as a digital exhibitor

2. Requirements for acceptance as a digital exhibitor

2.1 The company receives the status as a digital exhibitor of Koelnmesse in the sense of these Terms and Conditions of Use and of the Registration Form through the conclusion of the digital services agreement. Koelnmesse decides on the acceptance as a digital exhibitor in accordance with the following more

detailed rules of this Item 2 and the rules in Item 3.5.

2.2 The following applies to the acceptance as a digital exhibitor:

2.2.1 Only companies that are entered in the Commercial Register or in the Skilled Trades Register or in comparable company directories can be accepted as digital exhibitors and such partners are only accepted with those products that correspond to the focus of the event. The corresponding Products List is attached as Appendix 1 to these Terms and Conditions of Use.

2.2.2 Commercial agents, sales companies, cooperation partners and importers can also be accepted as digital exhibitors on behalf of non-producing companies they represent insofar as the products are not shown by any other digital exhibitor in the digital product and that they possess the necessary rights to present them. The issue of a licence by the producer is necessary for the presentation of products that were not manufactured by the actual digital exhibitor. The licence must be proven in an appropriate form on request by Koelnmesse. The presentation and offering of unlicensed products is illegal and represents a severe infringement of these Terms and Conditions of Use. Koelnmesse is entitled to carry out reviews during the time in which the digital exhibitor's profile page can be called up and, insofar as applicable, to close the profile page of the digital exhibitor when, despite a corresponding warning, it is being used for the presentation of items for which the necessary licences cannot be proven.

### 3 Conclusion of the contract; purchase of the digital participation; acceptance as a digital exhibitor

3.1 The digital exhibitor can call up and download the Registration Form for the use of digital services on the website. Depending on the event, it is possible to simultaneously register for the in-person event and the digital event on the event's website.

3.2 The digital exhibitor can submit the completed Registration Form via e-mail to the address given on the website. The arrival of the e-mail at Koelnmesse represents the legally binding offer of the digital exhibitor for the purchase of the digital participation and for the acceptance as a digital exhibitor, according to the package specified on the Registration Form ("offer"). The digital exhibitor can alter the details to be entered or delete the form at any time up to the sending of the form/e-mail.

3.3 Koelnmesse shall confirm the receipt of the offer to the digital exhibitor electronically via e-mail to the address that the digital exhibitor has entered in the Registration Form without delay ("confirmation of receipt"). This confirmation of receipt does not yet represent the acceptance of the digital exhibitor's offer by Koelnmesse.

3.4 The contract concerning the purchase of the digital participation and the acceptance as a digital exhibitor first comes into being when Koelnmesse has expressly accepted the offer by sending a confirmation via e-mail ("conclusion of contract").

3.5 Koelnmesse decides on the acceptance of a company as a digital exhibitor conscientiously at its sole discretion. In the event of a rejection, the applicant company will receive a separate notification.

In particular, Koelnmesse reserves the right not to admit a company as a digital exhibitor if there are factual indications that the company's products or services that are to be presented in the digital product violate a third-party right, that the company has participated in or been an accessory to such a violation, or that the company is responsible for the violation of third-party rights due to another legal reason. In such cases, Koelnmesse will give the company the opportunity to make a statement and to refute the factual indications unless a public authority or a court has already determined that a right has been violated. Koelnmesse's further rights and claims remain unaffected.

## 4 Scope of services to be provided by Koelnmesse to the digital exhibitor

4.1 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.

4.2 In connection with this digital product Koelnmesse provides the digital exhibitor with the following services after an agreement has been concluded regarding the use of the digital product:

4.2.1 Upon the conclusion of this contract, the digital exhibitor is entitled to refer to itself as a digital exhibitor of the digital product range for the duration of this contract. The digital exhibitor will be named as such in the activities in connection with the digital product, e.g. on the website, at the sole discretion of Koelnmesse.

4.2.2 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 Registration Form. In some cases, special conditions have to be met to order certain services. These conditions are specified in the Registration Form.

4.2.3 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 and is the object of a special agreement between the digital exhibitor and Koelnmesse. 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.

4.3 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.

### 4.4. Marketing services, data protection and liability

#### 4.4.1 Costs for the "additional marketing services"

If "additional marketing services" are agreed upon in the Registration Form (besides the main digital exhibitor services described in 4.2.2), the following applies: The costs per main exhibitor, group organizer and group participant are based on the information specified in the registration.

The digital exhibitor will receive all of the ordering information and documentation relating to the marketing services offered from the official contract partners of Koelnmesse. Participation by the digital exhibitor is in all cases first fixed on acceptance by Koelnmesse. The offers and order confirmations are therefore subject to the condition subsequent that the acceptance has been issued. If the official contract partners have not received an order form from the digital exhibitor before the editorial and advertising deadline, the entry included in the official trade fair media will be based on the information given in the respective registration form. The entry is subject to a fee. Registrations and orders received after this deadline will also, insofar as possible, be taken into account in the official trade fair media. In the case of orders and registrations that are received by Koelnmesse later than the editorial and advertising deadline, Koelnmesse will make no guarantee of the full provision of all marketing services. Claims of any kind, in particular claims that seek to reduce the costs for inclusion in the official trade fair media or claims of compensation for damages are expressly excluded in these cases.

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

Trade fair visitors can voluntarily register. 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 users first agree to have their data used in this way. Neither the digital exhibitor, nor Koelnmesse nor any other third party can require users 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 user/ticket registration data. 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 exhibitor 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.

#### 4.4.3 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 caused by the use of the trade fair 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. Participants use the trade fair app for the lead tracking service at their 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 stipulations of these General Terms and Conditions or to the website's technical requirements. 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.

## 5 Representation formats for digital exhibitors

5.1 The digital exhibitor receives access to a store, such as the Media Shop, or another digital booking option, which can be used to book content for the design of the digital exhibitor's presence. In the case of bookings via the Media Shop, user-defined changes to his digital exhibitor presence are not possible. Alternatively, changes to the digital exhibitor's presence can be made directly on the digital platform by the digital exhibitor himself (Customer Self Service). More detail is given on the event-specific websites and in the registration documents there.

5.2 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.

5.3 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.

## 6 Duties of the digital exhibitor

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

6.2 Additional duties of the digital exhibitor:

6.2.1 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.

6.2.2 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.

6.2.3 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.

6.2.4 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.

## 7 Further rules for digital exhibitors

7.1 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 set up 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.

7.2 Granting of usage rights to Koelnmesse

7.2.1 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. The Registration Form or individual agreements can limit this granting of rights to the period until the next corresponding trade fair.

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

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

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

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

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

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

7.2.3 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.

7.2.4 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

7.2.5 Koelnmesse accepts the transfer and the grant of rights.

## 8 Visitor admission

8.1 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.

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

## 9 Obligation to secrecy and confidentiality

9.1 The parties undertake to treat the confidential information pursuant to Item 9.2 ("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.

9.2 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 confidential information

9.3 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 have been breached.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 Each party is obligated 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 said confidential information insofar as the other party is not entitled to that information according to the purpose of the contract or is not required to independently retain that 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.

9.9 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.

9.10 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 9.

## 10 Liability of the digital exhibitor, indemnification

10.1 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.

10.2 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.

10.3 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.

## 11 Compensation

11.1 The compensation for the digital participation is determined according to the event-specific details in the registration documents on the respective website.

11.2 All prices are net prices. The statutory VAT will be charged additionally where applicable. Invoice amounts are payable immediately upon receipt of the invoice.

11.3 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 recipient's headquarters. 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 registration form in order to be considered proprietors.

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

11.5 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](http://www.bzst.bund.de)

## 12 Termination of the contract

12.1 This agreement applies for as long as the digital product is available.

12.2 An ordinary termination of the contract is excluded.

12.3 Either party has nevertheless the right to terminate the contract without notice for good cause. Good cause for Koelnmesse is in particular:

- a) the serious or repeated infringement by the digital exhibitor of the provisions of these Terms and Conditions of Use;
- b) any serious interference affecting the website caused by actions on the part of the digital exhibitor;
- c) the action in tort of a digital exhibitor or the attempt to carry out such an action, e.g. fraud;
- d) the infringement of applicable data protection regulations by the digital exhibitor;
- e) continued interference with operation due to force majeure lying outside

the control of Koelnmesse, such as e.g. natural disasters, fire, failure of supply networks due to non-culpable reasons.

f) if it was agreed during registration that the digital product should only exist in conjunction with the in-person event: the failure to conclude and the termination of the exhibitor contract, the serious notification by the partner of its intention not to attend the in-person trade fair even without express contractual or other right, and the other unauthorized failure to participate in the in-person trade fair.

12.4 Any termination must be notified in text form. Termination by fax or e-mail counts as in text form.

### 13 Liability of Koelnmesse

The liability of Koelnmesse is solely according to the following stipulations.

13.1 Koelnmesse bears unlimited liability for intent and gross negligence and for damages resulting from culpable loss of life, bodily injury or damage to health.

13.2 In cases of simple negligence Koelnmesse is liable where a breach of an essential contractual obligation has occurred. An essential contractual obligation in the sense of this Item 13.2 is a duty the fulfilment of which first makes the performance of this contract possible and on the fulfilment of which the contract partner may thus regularly rely.

13.3 The liability according to Item 13.2 is limited to those damages typical and foreseeable at the time of the conclusion of the contract.

13.4 The liability of Koelnmesse according to Item 13.2 is limited in the event of a loss of data to the costs that would have been incurred in restoring a regular backup of the data by the digital exhibitor.

13.5 Insofar as provisions of tenancy law are applicable to this contractual relationship the following shall apply: The strict liability for initial defects according to Section 536a (1) Alt. 1 of the German

Civil Code (BGB) is excluded. Also excluded is the partner's right to remedy the defect itself according to Section 536a (2) BGB.

13.6 The limitations of liability apply correspondingly in favour of the employees, authorized representatives, and vicarious agents of Koelnmesse.

13.7 Any possible liability of Koelnmesse for guarantees explicitly designated as such and for claims due to the Act on Liability for Defective Products (ProdHaftG) remains unaffected.

### 14 Commercial property rights

14.1 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 in the broadest sense.

14.2 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.

14.3 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.

14.4 The protection of inventions for patent registration is the digital exhibitors' business. The digital exhibitor 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.

14.5 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.

### 15 Concluding provisions

15.1 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.

15.2 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.

15.3 In the event of contradictions between the Registration Form and these Terms and Conditions of Use the rules of the Registration Form take precedence over the Terms and Conditions of Use.

15.4 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.

15.5 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: April 2022