

Special Participation Conditions



spoga+gafa 2023
The garden trade fair
18. - 20.06.2023

1 Organiser, event, venue and dates, visitor admission

1.1 Title

The spoga+gafa 2023 is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany.

The event will be held at the Cologne Exhibition Centre from Sunday, 18 June 2023 to Tuesday, 20 June 2023.

1.2 Opening hours

For visitors:

Sunday, 18 June 2023 – from 9:00 a.m. to 6:00 p.m.

Monday, 19 June 2023 – from 9:00 a.m. to 6:00 p.m.

Tuesday, 20 June 2023 – from 9:00 a.m. to 5:00 p.m.

For exhibitors:

Sunday, 18 June 2023 – from 8:00 a.m. to 7:00 p.m.

Monday, 19 June 2023 – from 8:00 a.m. to 7:00 p.m.

Tuesday, 20 June 2023 – from 8:00 a.m. to 6:00 p.m.

1.3 Build up and dismantling

1.3.1 Build up

Build up period in the halls 1, 3, 4, 5, 6, 7, 8, 9, 10, 11

Monday, 12 June 2023 07:00 a.m. - midnight

Tuesday, 13 June 2023 -

Friday, 16 June 2023 midnight - midnight

Saturday, 17 June 2023 midnight - 06:00 p.m.

Build up period in the outdoor area hall 6/7 + hall 7/8:

Saturday, 17 June 2023 from 4:00 p.m.

Build up in the halls should be completed **on 17 June 2023 by 6.00 p.m. at the latest**. The aisles must be completely cleared by this time. Early build up is possible in a few halls. This can be communicated on request.

1.3.2 Dismantling

Dismantling of the exhibition stand and the goods presentation in the halls may not begin before the end of the event at 5:00 p.m. on Tuesday, 20 June 2023. Admission for dismantling personnel from: 5:00 p.m. Trucks will be permitted to enter from: 7:00 p.m. Dismantling of all stands and exhibits in the halls must be finished by 6:00 p.m. on Thursday, 22 June 2023.

Dismantling of all stands in the outdoor area hall 6/7 and 7/8 must take place on Tuesday, 20 June 2023 from 5:00 p.m. to 7:00 p.m.

The dismantling times are compulsory and must be adhered to. All stands and exhibits must be completely dismantled by 06:00 p.m. on Thursday, 22 June 2023. Moreover, all of the stand construction materials and other objects must have been completely removed from the halls and the outdoor area by these deadlines. Koelnmesse will remove and destroy all materials and objects that remain in the halls or the outdoor area after these deadlines and do so at the respective exhibitor's risk and expense. Koelnmesse will only store such objects in exceptional cases, provided the items left at the exhibition centre are obviously valuable. Koelnmesse's further claims remain unaffected. Claims of whatever kind against Koelnmesse, and in particular claims for damages, are excluded in such cases. The exhibitor is liable to Koelnmesse for any damages arising as a result of failure to observe these provisions. Should claims be made against Koelnmesse as a result of failure to observe these provisions the exhibitor exempts Koelnmesse from all such claims. Koelnmesse is entitled to demand payment of a security in the amount of EUR 5,000.00 to be refunded after the correct and timely return of the area; there is no entitlement to payment of interest. This security is to guarantee claims arising from the contractual relationship, in particular regarding the timely clearing of the stand area. Furthermore, late clearing of the stand area is a serious violation of the Conditions of Participation. In the event of any violation of this condition,

Koelnmesse is entitled to impose a fine of up to EUR 2,500.00 (depending on the severity of the violation) for each such violation and / or to exclude the exhibitor from subsequent events.

1.4 Visitor admission

spoga+gafa 2023 is a b2b fair. Only trade visitors are admitted.

2 Eligibility to participate

2.1 Exhibitors

Only producers that are entered in the Commercial Register or in the Handicrafts Register are permitted to participate at spoga+gafa 2023. Such producers must exhibit products that correspond to the focus of the event (see the List of product group entries). You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company. You can exhibit for the companies you represent as a trade representative, sales company, association and importer insofar as the goods exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits.

Koelnmesse also requires that proof of the nature of the manufacturer's business or of the activities as the manufacturer's sales company or importer be submitted in appropriate form on demand.

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

All exhibited products and services must correspond to the focus of the event. See the List of product group entries, Form 1.30. The products must be new ex-works. Products and services that do not correspond to the List of product group entries and used products may not be exhibited or offered.

2.2 Co-exhibitors

The participation of co-exhibitors at spoga+gafa 2023 is possible. A special application (Form 1.20) and acceptance by the organizer are required for the use of the stand area by a co-exhibitor (see Item V of the General Participation Conditions). A co-exhibitor must meet the following conditions to use a stand area: No more than 2 co-exhibitors can be applied for. Enabling a co-exhibitor to participate on the stand area without first obtaining the approval of Koelnmesse is a serious violation of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to EUR 5,000.00 (depending on the severity of the violation) for each such violation and / or to exclude the exhibitor from subsequent events. The stipulations of Item V of the General Participation Conditions are not affected.

2.3 Group participation

The participation of group participants in the spoga+gafa is possible. A special application and approval by the group organizer is required for the use of the stand area by a group participant (see Item V, General Participation Conditions). Group organizers may only register companies as group participants and admit them to their stand area if they have their registered office in the same country as the group organizer or in a country bordering on the group organizer's country. The admission by the group organizer on its stand area of a company that does not have its registered office in the same country as the group organizer or in a country bordering on the group organizer's country constitutes a serious violation of these Conditions of Participation. Koelnmesse is entitled to impose a fine of up to EUR 5,000.00 (depending on the severity of the violation) for each such violation and / or to exclude the group organizer from subsequent events. The stipulations of Item V of the General Participation Conditions are not affected.

3 Participation costs and other fees

3.1 Participation fee (per m² floor area):

Application until 31.07.2022*:

up to 250 m ²	EUR 200.00 for each m ²
from the 251st m ²	EUR 194.00 for each additional m ²
from the 501st m ²	EUR 189.00 for each additional m ²

Application from 01.08.2022*: EUR 223.00 for each m²

*** Date of receipt by Koelnmesse**

The prices of the quantity scale do not apply to group organisers.

Separate conditions are valid for the area "garden unique" of spoga+gafa.

The participation fee do not include the provision of stand partition walls or other special construction elements.

The participation fee will be calculated according to the exact dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not constitute grounds for a reduction of the participation fee.

For two-storey trade fair stands, the actual area allotted in the second storey after the technical inspection has been carried out is invoiced at 50 per cent of the participation price per m² of floor area.

3.2 AUMA fee

The Association of the German Trade Fair Industry (Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e. V. — AUMA) charges you a fee of EUR 0.60 per m² of exhibition space for representing your interests. Koelnmesse will calculate and collect the fees in the name of, and on the account of, AUMA. More detailed information is available at www.auma-messen.de.

3.3 Energy costs

Exhibitors will be charged a proportional flat-rate energy fee of EUR 24.00 per m² of occupied stand area.

3.4 Down payment for additional costs for services

Koelnmesse shall be entitled to charge a reasonable down payment for the services used for the event in question – e.g. electrical and water connections, stand cleaning, etc. The down payment for services shall be assessed on the basis of the services charged for the previous event. The down payment for exhibitors who have not participated in the previous event shall total EUR 13.50 per m² – plus the costs for the obligatory marketing services (Marketing Package); see Item 7.2, Special Participation Conditions.

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

3.5 Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Participation Conditions/Item 2.2 of these conditions), a co-exhibitor fee of EUR 420.00 per company will be charged. The price of the Marketing Package is not included in this fee (see Item 7.2). The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

3.6 Marketing services

The exhibitor undertakes to pay for the marketing services specified under Item 7 (see Item 7.2, Special Participation Conditions).

3.7 Value added tax

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

3.7.1 Value added tax Identification number

As a rule, Koelnmesse provides exhibitors (proprietors) with a uniform service – a so-called event service – in accordance with Art. 3a.4., Par. (2) of the German ordinance on the application of the VAT (UStAE). The place of performance for such services is the recipient's 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.

3.7.2 VAT refund

If, in exceptional cases, services are not provided as uniform offerings in the sense described above and statutory VAT is charged, foreign exhibitors (proprietors) may receive a refund of the invoiced VAT provided they fulfil the legal requirements. Further details are available on the Internet at: www.bzst.bund.de.

3.8 Costs in the event of non-participation

3.8.1 After receipt of acceptance/stand area confirmation

You cannot normally withdraw from the contract after you have received the admission / stand area confirmation. The regulations contained in Item II of the General Participation Conditions apply. In the event of non-participation, companies that have registered 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 costs.

3.8.1.1 Stand construction by Koelnmesse - Complete stands

If you have ordered a complete stand – comprising the stand area and the stand construction – from Koelnmesse, you may cancel the stand construction order only if you do so no later than six weeks before the build up 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 build up, 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 build up of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

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

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

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

4 Stand sizes and construction

4.1 Stand size

The minimum stand size is 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 Participation Conditions. 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 in the Service Shop. This fee does not include stand construction. Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

4.2 Responsibility

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

4.3 Overall height

The maximum permissible stand height is set at 3 m, insofar as this is permitted by the hall ceiling and any fixed structures that may be present. As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for onestorey stands that do not exceed the permitted height. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required. Plans must be submitted in duplicate for approval by Koelnmesse in good time before the work is carried out, and at least 6 weeks before the event commences. These auditable documents consist of ground plans, elevations and design cross sections with all measurements.

4.4 Notice of approval

Stand build up may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/ arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately.

There is no obligation on the part of Koelnmesse to ensure the observance of other provisions.

Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to issue the notice of approval. You have been informed of the fact that in exceptional cases – at your request and on your account – the stand construction documents must be submitted to the responsible authorities for scrutiny. Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be responded to immediately. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

4.5 Form of stand

The following terms are used for the stand forms:

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

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

4.6 Construction and design of the stands

The stand must be constructed to comply with the form of the stand confirmed. The arrangement of the stand is left to the exhibitor but should be appropriate for the event in question. The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand space. Banners and company signs are not permitted to encroach into the aisles. Koelnmesse also offers a completely outfitted turnkey stand system. Orders can be placed using the stand construction configurator: <https://koelnmesse.mystand-configurator.de/>.

5 Exhibitor and work passes

5.1 Exhibitor passes

Each exhibitor receives free of charge and valid for the period from the first day on which build up work begins to the final day of dismantling:

- 3 passes for a stand up to 20 m²
- 1 pass for each further unit or part unit of 10 m² up to a stand area of 100 m²
- 1 pass for each further unit or part of 20 m² above this area up to a total number of max. 150 exhibitor passes

The codes for the passes are provided to the customer in digital form and must be redeemed online via the event's ticket shop. The passes and travel tickets can only be used via the app of the respective event. The registration in the app must use the same data as used at the ticket shop. Additionally required exhibitor passes can be ordered online via www.spogagafa.com for a fee.

5.2 Work passes

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

- 4 passes for a stand up to 20 m²
- 1 pass for each further unit or part unit of 10 m² up to a stand area of 100 m²
- 1 pass for each further unit or part of 20 m² above this area up to a total number of max. 150 work passes.

You will receive the passes digitally with the exhibitor passes. Please pass on these codes for working passes to your employees who will be working at the exhibition grounds. The voucher codes have to be exchanged personally for a valid ticket in the ticket shop after registration. Additionally required work passes can be ordered online via www.spogagafa.com free of charge.

5.3 Transfer of passes forbidden

Transferring a pass to a third party — whether sold or given free of charge — is not permitted and represents a severe violation of the Conditions of Participation, as stipulated by Item VI, General Participation Conditions.

6 Rules on selling

In view of the specialist nature of the event, direct sales of exhibits or samples from the booths are not permitted. Furthermore, exhibits may not carry a price tag.

This regulation does not apply to printed matter such as trade publications and specialist journals.

Koelnmesse has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse also has the right to immediately close the stands of any exhibitors who commit such violations.

Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

7 Marketing Services (Marketing Package)

7.1 Scope of obligatory marketing services

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

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

- Entry in the list of exhibitors in all available fair media
- Unlimited number of product groups on the platform and in the app
- Entry in the digital hallplan on the platform and in the app
- One digital company profile on the platform and in the app
- Networking participation on the platform and in the app, incl. scheduling tool
- Integrated lead tracking on the platform and in the app
- Provision of unlimited number of admission ticket vouchers requiring registration

Specific General Terms and Conditions apply to certain of the marketing services listed above. These can be called up in the service shop of the event.

7.2 Costs for the obligatory marketing services (Marketing Package)

Use of the marketing services listed under Item 7.1 is mandatory for all represented companies and co-exhibitors and costs:

EUR 1,490.00 per main exhibitor, co-exhibitor, group organiser and group participant

Our official contractual partners will provide you with all order information and documents for the marketing services offered. Please note that your company's participation requires Koelnmesse's approval. Therefore, this approval is also a prerequisite for any offers or order confirmations.

If an exhibitor still has not submitted an order to the official contractual partners by the editorial and advertising deadline, the exhibitor's particulars shall be added to the official fair media, subject to charge on the basis of the information provided on the respective registration. Where possible, registrations and orders received later will also be included in the official fair media. If Koelnmesse receives orders and registrations later than the editorial and advertising deadline, Koelnmesse shall accept no guarantee for provision of any marketing services. In such cases, there shall be no claims recognised, regardless of their nature, but particularly claims for reductions in cost for inclusion in the official media or claims for damages.

7.3 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 by scanning their admission tickets 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.

7.4 Responsibility/release of Koelnmesse from liability

Official fair media are published by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany, which in turn shall be entitled to commission another company with concrete execution and with advertisements.

The advertiser shall be responsible for the content of advertisements and entries, and for any damages resulting therefrom. Koelnmesse does not accept responsibility for printing errors, incorrect placement, errors and omissions or faulty printing.

Koelnmesse GmbH is not liable for damage to property and persons caused by the use of the event app for the lead tracking service unless it can be proved that Koelnmesse GmbH acted deliberately or with gross negligence. Liability is limited to foreseeable damages. Participants use the event app for the lead tracking service at their own risk. Although Koelnmesse strives to provide correct information, it does not guarantee the currentness, accuracy and completeness of the supplied information nor is it liable for such. Koelnmesse does not bear any responsibility for the service's technological availability. Warranty or damage claims of all kinds are excluded if the technology breaks down or malfunctions in some other way. Maintenance, security and capacity-related issues as well as events over which Koelnmesse has no control (e.g. disturbances of the public communication networks, power outages, etc.) can lead to brief disruptions or a temporary suspension of the services. Koelnmesse does not guarantee that the web pages will be accessible at all times and that participants can call them up flawlessly and without encountering incorrect content or technical difficulties. Koelnmesse is not liable for incorrect information that is produced or disseminated by participants and/or third parties (including cooperation partners) and that is related to the ordering of admission tickets and catalogues for trade fairs and exhibitions of the Koelnmesse Group on the Internet. Koelnmesse is especially not liable for e-mails or data entries that the system fails to accept and/or receive because they do not conform to the stipulations of these Conditions of Participation or to the website's technical requirements.

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

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

8 Commercial property rights

8.1 Koelnmesse does not want any exhibitors who in the process of producing, disseminating, selling, owning or advertising their products violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense. If a final court decision has determined res judicata that an exhibitor in connection with one of Koelnmesse's events has violated laws of the kind mentioned in paragraph 1, Koelnmesse is entitled to bar that exhibitor from the next event of this kind after the res judicata court decision if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

8.2 You can find more information in the No Copy! brochure at www.spogagafa.com.

9 Non-permissible advertising/violations of the Conditions of Participation

9.1 In order to ensure that the overall character of the event is safeguarded and the exhibitors and visitors are protected from irritating or illegal activities, in particular the following advertising measures are forbidden:

- Exceeding the binding specified booth height
- Advertising activities outside the rented stand area without the prior written permission of Koelnmesse
- Advertising of an ideological or political nature

The exhibitor bears responsibility for the legality of competitions, raffles etc.

9.2 In the event of severe violations of the Conditions of Participation, Koelnmesse may immediately close your stand and clear it without resorting to legal assistance. Claims of all kinds – especially claims for damages – are excluded in this case.

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

10 Requirement for a written document

All explanations must be specified in writing.

11 Severability clause

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions. Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

12 General Participation Conditions, Technical Guidelines

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

Status: 30.05.2022