

Conditions of Participation

Special Section



didacta
die Bildungsmesse
22.–26.3.2022

1 Organiser, event, venue and dates, visitor admission

1.1 Title

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

The event will be held at the Cologne Exhibition Centre from Tuesday, 22 March 2022 to Saturday, 26 March 2022.

1.2 Opening times

For exhibitors, daily from 8:00 a.m. to 7:00 p.m.
For visitors, daily from 9:00 a.m. to 6:00 p.m.

1.3 Stand construction and dismantling

Stand construction may begin at 8:00 a.m. on Wednesday, 16 March 2022. Construction must be completed by not later than 6:00 p.m. on Monday, 21 March 2022. The aisles must be completely cleared by this time. Any exhibition stand not occupied by 6 p.m. on the last day of construction will be locked after then by Koelnmesse at the expense of the respective exhibitor.

During the construction time the halls are open:
16.–18. March 8:00 a.m. - midnight
19.–20. March 0:00 a.m. - midnight
21. March 0:00 a.m. - 6:00 p.m.

Dismantling of the exhibition stand and the goods presentation must not begin before the end of the event at 6:00 p.m. on Saturday, 26 March 2022. Admission for dismantling personnel from 6:00 p.m. Trucks will be permitted to enter from 8:00 p.m.

The halls are open 24 hours during the dismantling.

The dismantling times are compulsory and must be adhered to. Depending on the hall in question, all stands and exhibits must be completely dismantled by 6:00 p.m. on Tuesday, 29 March 2022. Moreover, all of the stand construction materials and other objects must have been completely removed from the halls and the outdoor area by these deadlines. Koelnmesse will remove and destroy all materials and objects that remain in the halls or the outdoor area after these deadlines and do so at the respective exhibitor's risk and expense. Koelnmesse will only store such objects in exceptional cases, provided the items left at the exhibition centre are obviously valuable. Koelnmesse's further claims remain unaffected. Claims of whatever kind against Koelnmesse, and in particular claims for damages, are excluded in such cases.

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

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

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

1.4 Visitor admission

didacta is open to the general public.

2 Eligibility to participate

2.1 Exhibitors

Only manufacturers that are entered in the Commercial Register or in the Handicrafts Register are permitted to participate at didacta. Such producers must exhibit products that correspond to the focus of the event (see the List of Products). You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company.

You can exhibit for the companies you represent as a trade representative, sales company, association and importer 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 agreement with the exhibition committee and the conceptual sponsor. 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 accompanying List of Products, Form 1.30. The products must be new ex-works. Products and services that do not correspond to the List of Products and used products may not be exhibited or offered.

2.2 Co-exhibitors **NEW**

The participation of Co-exhibitors at didacta is possible. A special application and an acceptance by the organiser are required for the use of the stand area by a Co-exhibitor (see Item V of the General Section of the Conditions of Participation). Enabling a co-exhibitor to participate on the stand area without first obtaining the approval of Koelnmesse is a serious violation of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to €5,000.00 (depending on the severity of the violation) for each such violation and / or to exclude the exhibitor from subsequent events. The stipulations of Item V of the General Section of the Conditions of Participation are not affected.

3 Participation fee and other costs

3.1 Participation fee: per m² of floor space (minimum stand size: 9 m²)

Terrace stand	(one side open)	175.00 EUR
Corner stand	(two sides open)	189.00 EUR
Two corner stand	(three sides open)	208.00 EUR
Island stand	(four sides open)	219.00 EUR

The participation fee does not include the provision of stand partition walls or other special construction elements. For two-storey exhibition stands, the actual allotted area in the upper storey following the technical inspection is calculated at 50 % of the price per m² of floor area. The participation fee will be calculated according to the dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not provide grounds for a reduction in the participation fee.

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 0.60 EUR 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 9.90 EUR per m² of occupied stand area. The flat-rate energy fee is also charged for storage spaces and for the second-storey space of a two-storey exhibition stand.

3.4 Down payment for services (NKA)

Koelnmesse shall be entitled to charge a reasonable down payment for the services used for the event in question – e.g. electrical and water connections, stand cleaning, etc. The down payment for services shall be assessed on the basis of the services charged for the previous event. For exhibitors that did not take part in the previous event, the down payment amounts to €26.50 per m² – plus the obligatory marketing services (marketing package); see Item 6, Special Conditions of Participation.

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 Contribution to promotional costs

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

m ²	EUR	m ²	EUR
0–24	290.00	201– 400	1,460.00
25 –100	480.00	401– 800	2,250.00
101– 200	970.00	over 800	3,440.00

3.6 Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Section of the Conditions of Participation/Item 2.2 of these conditions), a Co-exhibitor fee of 835.00 EUR per company will be charged. The price of inclusion in the Marketing Package is not included in this fee (see Item 6.2, Special Participation Conditions). The Co-exhibitor fee remains payable should the Co-exhibitor not participate in the event.

3.7 Marketing services

Use of the marketing services described in Item 6 shall be obligatory and is subject to a charge (see Item 6.2, Special Participation Conditions).

3.8 VAT

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

3.8.1 VAT identification number

As a rule, Koelnmesse provides exhibitors (proprietors) with a uniform service – a so-called event service – in accordance with Art. 3a.4., Par. (2) of the German ordinance on the application of the VAT (UStAE). The place of performance for such services is the recipient's headquarter. Koelnmesse will therefore invoice foreign exhibitors (proprietors) according to the reverse charge accounting mechanism without charging any German VAT. Exhibitors from the European Union need to enter their valid VAT identification number in the registration form in order to be considered entrepreneurs. Exhibitors must immediately notify Koelnmesse of any changes to their VAT identification numbers.

3.8.2 Reimbursement of VAT

If, in exceptional cases, services are not provided as uniform offerings in the sense described above and statutory VAT is charged, foreign exhibitors (proprietors) may receive a refund of the invoiced VAT provided they fulfil the legal requirements.

Further details are available on the Internet at: www.bzst.bund.de.

3.9 Subsequent changes of address **NEW**

Please check your address given in the e-mail for your acknowledgement of receipt. A processing fee of € 50.00 plus VAT is charged for subsequent changes of the invoicing address.

3.10 Costs in the event of non-participation

3.10.1 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 Section of the Conditions of Participation 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 fee.

3.10.2 Stand construction services from Koelnmesse – turnkey stands

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

3.10.3 Stand construction services from Koelnmesse – individual stands

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

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

4 Stand sizes and construction

4.1 Stand size

The minimum stand size is 9 m². Please note that hall pillars and other fixed construction elements may be present in the rented stand area. A solid demarcation of stand space from the neighbouring stands is mandatory. In the event that a stand construction system belonging to the exhibitor or rented from Koelnmesse is not used, non-transparent stand partition walls (back and side walls) 2.5 m in height are required. It is not permitted to use roll-ups and poster displays for stand demarcation. The cost of these stand partition walls is not included in the cost of the stand rental. Every exhibitor can order the required back and side walls for his stand from the Koelnmesse Service Shop (<https://service.didacta-cologne.com>).

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

4.2 Responsibility

The construction, design and operation of the stand must adhere to all regulations that are valid in Germany (including the regulations of the Sonderbauverordnung, the Arbeitsschutzgesetz (industrial safety law), the industrial safety regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators and signwriters and to all persons, in as far as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction, dismantling, design and operation of the stand. The exhibitor is responsible for ensuring that all regulations are complied with. The Exhibitor hereby assumes an independent guarantee that all persons the services of which the Exhibitor enlists for purposes of executing the Agreement – executive bodies, employees, legal representatives, agents and assistants – are familiar with and comply with the conditions set out above. The exhibitor must supervise construction personnel and other persons working on their behalf to ensure that they adhere to the regulations. The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.

4.3 Maximum stand height

The maximum permissible stand height is set at 3.00 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 one-storey 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 rooms, 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 documents, which can be scrutinized, consist of ground plans, views and design cross sections with all measurements and – to the extent necessary – a static calculation.

4.4 Notice of approval

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

4.5 Form of stand

The following terms are used for the stand forms:

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

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

4.6 Construction and design of the stands

The stand must be constructed to comply with the form of the stand confirmed. The arrangement of the stand is left to the exhibitor but should be appropriate for the event in question. The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand space. Banners and company signs are not permitted to encroach into the aisles. Further regulations, particularly regulations pertaining to stand construction and stand safety, can be found in the Technical Guidelines.

You can receive further information on possibilities for advertising from Koelnmesse GmbH, Marketing Services, Tel. +49 221 821-2925 or visit our website at: www.koelnmesse.de.

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 **NEW**

5.1 Exhibitor passes

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

- 3 Exhibitor passes for a stand up to 20 m²
- 1 Exhibitor pass for each further unit of 10 m² up to 100 m²
- 1 Exhibitor pass for each further unit of 20 m² from 100 m²
- Maximum: 150 Exhibitor passes in total

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 for a fee.

Co-exhibitors do not receive any exhibitor tickets.

5.2 Work passes

You will also receive free passes that allow your company's personnel access to the fair grounds during the construction and dismantling periods. These passes are only valid up to the start and after the end of the event. They do not entitle the holders to enter the grounds during the event.

- 2 Work passes for a stand up to 10 m²
- 4 Work passes for a stand up to 20 m²
- 1 Work pass for each further unit of 10 m² up to 100 m²
- 1 Work pass for each further unit of 20 m² from 100 m²
- Maximum: 150 Work passes in total

You will receive the passes digitally with the exhibitor passes.

5.3 Transfer of passes forbidden

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

6 Marketing services (Marketing Package)

6.1 Scope of obligatory marketing services

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

- Entry in the alphabetical list of exhibitors in all available fair media
- Ten product group entries in the fair catalogue
- Unlimited number of product groups in the app, the online exhibitor search and @home
- Unlimited number of trademark entries in the app, online exhibitor search and @home
- Presentation of one Product Highlight in the app, the online exhibitor search and @home incl. product photo and product description
- Networking participation in the app and @home incl. scheduling tool
- Presentation of one video in the app, the online exhibitor search and @home
- Set-up and provision of an online press compartment incl. a company profile, a company logo, six press releases, ten pictures and five documents
- Presentation of one company portrait premium in the app, online exhibitor search and @home
- Publishing of company and product presentations at event forums within the framework of the official accompanying events
- Coordination and room provision for press conferences
- Provision of a directory of the most important trade magazines and media

6.2 Costs for the obligatory marketing services (Marketing Package)

Use of the marketing services listed under Item 6.1 is mandatory for all represented companies, co-exhibitors and other represented companies and costs:

Euro 315.00 per exhibitor for an exhibition area of up to 20 m²
Euro 630.00 per exhibitor for an exhibition area of more than 20 m²
Euro 250.00 per co-exhibitor

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

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

6.3 Special data protection provisions for lead tracking **NEW**

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. In addition, the exhibitor is obliged in individual cases to delete the personal data that it has received as a result of lead tracking if it is requested to do so by Koelnmesse GmbH or the visitor in question. Koelnmesse GmbH is not liable for the accuracy and completeness of the visitor registration data.

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

6.4 Responsibility/release of Koelnmesse from liability

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

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 personal injury caused by the use of the FairMate Leadtracking 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 FairMate Leadtracking 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 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 are related to the use of the lead tracking service.

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

7 Commercial property rights

7.1 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.

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

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

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

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

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

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

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

9 „Infoscout“ – Information service for visitors

The information about your company that you submitted to us on Forms 1.10 to 1.30 will be made available at the information stands in the halls for interested visitors during the event. Furthermore, with Koelnmesse's electronic information system Infoscout you can publish vacancies for sales representatives.

You can use Form Z.03 to specify this offer according to products, countries or regions. Exhibitors and visitors can use Infoscout free of charge.

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 Section of the Conditions of Participation, Technical Guidelines

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