



# Rules for Exhibitors 2022

## Introduction

The following Rules for Exhibitors, the Rules for Exhibitors for Spielwarenmesse Digital 2022, the Important information and Technical regulations and the NürnbergMesse site regulations constitute the contractual basis for participation in Spielwarenmesse 2022 and are thereby part of the exhibitor's offer (as per Item 8 of the Rules for Exhibitors) for concluding a contract of participation with Spielwarenmesse eG.

Any hygiene concepts which Spielwarenmesse eG may have created for Spielwarenmesse become an integral part of the participation agreement in accordance with Item 41.

### 1. Name of fair

72<sup>nd</sup> Spielwarenmesse

### 2. Venue

Nürnberg Exhibition Centre, 90471 Nuremberg, Germany

### 3. Duration of fair

**Wednesday, 2 February – Sunday, 6 February 2022**

#### Fair times:

Daily from 9 am – 6 pm.

#### Admission times for exhibitors:

Daily from 8:15 am. The stands must be occupied by not later than 8:45 am. Safety regulations require that the halls and outdoor area be vacated by not later than 7 pm.

#### Admission times for visitors:

Daily from 8:45 am – 5 pm.

### 4. Organizer

Spielwarenmesse eG, Herderstraße 7  
90427 Nuremberg, Germany  
Tel. +49 911 99813-0  
Fax +49 911 869660  
www.spielwarenmesse.de, www.toyfair.de  
info@spielwarenmesse.de  
Nürnberg District Court GnR.43  
Tax no.: 241 106 70105

### 5. Products on display

The articles ("products") admitted as exhibits are divided into the following product groups:

- A. Lifestyle Products
- B. Dolls, Soft Toys
- C. Baby and Infant Articles
- D. Wooden Toys, Toys made from natural materials
- E. School Articles, Stationery, Creative Design
- F. Technical Toys, Educational Toys, Action Toys
- G. Electronic Toys
- H. Model Railways and Model Construction
- I. Sports, Leisure, Outdoor

### J. Festive Articles, Carnival, Fireworks

### K. Games, Books, Learning and Experimenting

### L. Multi-Product Group

Spielwarenmesse eG expressly reserves the right to change the admitted products or rename or integrate new or other product groups and segments.

### 6. Exhibiting fee

The exhibiting fee (without stand and equipment) per square metre of floor space is:

Row stands	(1 side open)	184.00 €
Corner stands	(2 sides open)	224.00 €
Head stands	(3 sides open)	241.00 €
Block stands	(4 sides open)	245.00 €

Two-level stands (possible from 50 m<sup>2</sup> of floor space):

The price per m<sup>2</sup> of space on the second level will be charged at 35 per cent of the floor space price for row stands.

**Parts of a square metre will be charged as full units.**

**The exhibiting fee is for a package of services and includes both the hire of the stand space and the extensive special services rendered by Spielwarenmesse eG, but not other services as per these Rules for Exhibitors or other services of Spielwarenmesse eG (e.g. in the Online Service Center) that are provided at extra cost.**

**The exhibiting fee and all other charges stated are net prices in euros and subject to the addition of the statutory rate of VAT applicable at the time of the event and payable at the legally stipulated place.**

If the VAT changes in the period between invoicing and the next fair, an adjustment will be made in accordance with the applicable regulations. The exhibitor is obliged to provide Spielwarenmesse eG with proof of his company status under the terms of the Value Added Tax Act on request.

Spielwarenmesse eG is obliged to collect the AUMA fee of 0.60 € per m<sup>2</sup> net of stand space (hall and outdoor

area) from the exhibitors. This amount will be charged by Spielwarenmesse eG and paid direct to the Association of the German Trade Fair Industry (AUMA). AUMA as the central association of the German exhibition industry represents the interests of exhibitors, visitors and organizers and informs and advises potential exhibitors from Germany and abroad.

Further information on the Internet at: [www.auma.de](http://www.auma.de)

The **waste disposal fee** is 2.70 € net per m<sup>2</sup> stand area (as per Item 32 below and Item 6.1 of the Technical regulations).

All prices are subject to any additional taxes and duties levied in the exhibitor's own country. Spielwarenmesse eG is entitled to pass on the charges for such taxes and duties even if they were not known or not levied at the time of the application.

Spielwarenmesse eG reserves the right to define certain display areas and to change or supplement the exhibiting fees and Rules for Exhibitors for such areas.

## 7. Marketing package

**The marketing package is mandatory for all exhibitors and their co-exhibitors and will be charged by the fair organizer in addition to the exhibiting fees. The marketing package runs at 649 € for every exhibitor and co-exhibitor.**

**The marketing package comprises the following:**

- Compulsory entry in the official Spielwarenmesse print and online media (7.1), incl. Smart-Package at Spielwarenmesse Digital 2022; the exhibitor is entitled to book additional packages against payment as part of Spielwarenmesse Digital 2022.
- LicenseGuide entries (7.2)
- Trade fair calendar entries (7.3)
- Invitation voucher codes for 10 free one-day entrance passes (7.4)

Ordering forms for the services included in the marketing package and detailed Terms & Conditions for entering the respective data will be made available by Spielwarenmesse eG or its ServicePartners in good time in the Online Service Center.

### 7.1 Compulsory entry in the official Spielwarenmesse print and online media

In order to ensure the completeness of the official print and online media in the interest of all exhibitors and trade visitors, every exhibitor and co-exhibitor is obliged to place an entry in the official print and online media via NEUREUTER FAIR MEDIA GmbH and Corussoft GmbH, the companies appointed by Spielwarenmesse eG. Only these companies are authorised by Spielwarenmesse eG to create official print and online media. Spielwarenmesse eG transfers the address data based on the online application/application form in its possession to the publisher by data transfer to the above-mentioned companies.

The compulsory entry in the Spielwarenmesse print and online media covers the name of the exhibitor/co-exhibitor in the alphabetical list, incl. **any number of entries** in the list of products (so-called "flatrate" according to the Terms & Conditions for entries available in the Online Service Center), and the automatic inclusion of these compulsory data in the Spielwarenmesse print and online media.

Publishing their name in the list of products as part of the compulsory entry is obligatory for every exhibitor/co-exhibitor and serves to clearly assign the exhibitor/co-exhibitor to his exhibited products.

The compulsory entry must correspond to the company information given in the application forms and be located at the appropriate position in the alphabetical list in the official print and online media. The entry of the exhibitor/co-exhibitor in the list of products must correspond to the official nomenclature of Spielwarenmesse.

The company information and product entries can also be called up electronically via the exhibitor database in the Spielwarenmesse online media or the service Spielwarenmesse Digital 2022 before, during and after the fair using the relevant search function. A link to the company's website and email addresses can be posted in the Spielwarenmesse online media. The entries for the Smart-Package at Spielwarenmesse Digital 2022 as well as any other additional packages are made in accordance with the "Rules for Exhibitors for Spielwarenmesse Digital 2022", which the exhibitor accepts with his registration.

The assignment to the list of exhibitors according to a certain trade name or another name differing from the company information can only be made as an additional entry – e. g. with cross-reference to the compulsory entry. Additional entries can be published in the official print and online media of Spielwarenmesse at extra cost, which is invoiced by the publisher NEUREUTER FAIR MEDIA GmbH. The additional entry and advertising possibilities and their prices are shown in the Online Service Center.

The exhibitor is obliged to check the accuracy and completeness of the proof copies or proof files sent to him by the publisher. Any deviations from the information given in the application form, e. g. change of address, are to be notified in writing to both the publisher and Spielwarenmesse eG without undue delay. Spielwarenmesse eG accepts no responsibility for the accuracy and completeness of the compulsory data and its transfer in the official print and online media.

The exhibitor (and also co-exhibitors and companies in pavilions) is solely responsible for the legal admissibility, in particular under competition law, of the advertisements and exhibitor entries published at his request in the official Spielwarenmesse print and online media. If third parties assert claims against Spielwarenmesse eG due to the legal inadmissibility, in particular under competition law, of advertisements or exhibitor

entries, the exhibitor shall fully release Spielwarenmesse eG from all claims asserted, including all costs of the necessary legal defence on the part of Spielwarenmesse eG.

If the compulsory data including the entries to be made in the list of products is not or not completely available by the date announced by the publisher, Spielwarenmesse eG shall be entitled to supplement the details based on the documents available and include this information in the official Spielwarenmesse print and online media.

## 7.2 LicenseGuide entries

The exhibitor can indicate license topics for which he will exhibit products in order to have them published in the Spielwarenmesse LicenseGuide. The LicenseGuide shall be prepared in accordance with the Terms & Conditions for entries, which are available in the Online Service Center.

## 7.3 Trade fair calendar entries

The group organiser/co-exhibitor can publish events at the fair ground in an attention-grabbing manner in the fair calendar on the Spielwarenmesse website. The fair calendar is created in the Online Service Center in accordance with the entry conditions.

## 7.4 Invitation voucher codes for 10 one-day entrance passes

Following approval and payment of the exhibiting fee, all exhibitors receive 10 free voucher codes for daily admission tickets via email which offer complimentary access to the fair for trade visitors or business partners. Other invitation voucher codes can be ordered at a charge from the Online Service Center. After the fair has ended, we will charge only the costs of voucher codes which you ordered additionally, and day passes that your customers actually redeemed.

The invitation voucher codes/redeemed tickets must not be transferred to third persons against a charge. Any misuse will lead to the invitation voucher codes being cancelled.

## 8. Registration

The application for registration is made to Spielwarenmesse eG online via the Online Service Center of Spielwarenmesse eG at [www.spielwarenmesse.de/en/application](http://www.spielwarenmesse.de/en/application) and is legally binding on the exhibitor submitting the application. The online application sent from the Online Service Center must be completed in full and is valid without a signature and stamp.

Spielwarenmesse eG expressly reserves the right not to process incomplete registrations.

Any special conditions or restrictions (i. e. exclusion of competitors) made on the application will not be accepted. If these are entered in the application form, they will only be legally valid if Spielwarenmesse eG has given its written approval. Submission of the application constitutes the exhibitor's acceptance of these Rules for Exhibitors, the supplementary provisions in the Online Service Center and the provisions of

the order forms, as binding in accordance with the terms of use of the Online Service Center of Spielwarenmesse eG. All stated contract texts are available for inspection in the offices of Spielwarenmesse eG, Herderstraße 7, 90427 Nuremberg. Any contradictory or supplementary terms of business of the exhibitor are excluded, even if this is not expressly stated. The exhibitor is obliged to comply with all applicable public regulations concerning the selection, construction and operation of his stand, especially all local, building and factory inspectorate regulations, including the design regulation on the construction and operation of places of assembly.

After the online application, the exhibitor receives electronic confirmation of receipt from Spielwarenmesse eG, which does not constitute admission for the purposes of Item 10.

### **The application form constitutes the exhibitor's offer, which is irrevocably binding on the exhibitor until**

**20 October 2021.** The offer is considered accepted by Spielwarenmesse eG if it has admitted the exhibitor as per Item 10 by this date and has sent him the invoice as per Item 17.

**The offer does not cease automatically on expiry of the above-mentioned binding period, but is maintained as a revocable offer with effect from 21 October 2021** and extended until cancelled by the exhibitor. Spielwarenmesse eG must be notified of such cancellation in writing. The offer ceases on receipt of the cancellation by Spielwarenmesse eG, unless Spielwarenmesse eG has previously declared its acceptance in the subsequent stand allocation procedure by admitting the exhibitor and sending the invoice.

## 9. Registration fee, Cancellation

A registration fee of 400 € net is due with the application. An invoice is sent to the exhibitor following receipt of the application via e-mail. The invoice is payable to the account of Spielwarenmesse eG stated in **Item 17 of the Rules for Exhibitors**. If the registration fee is not paid, Spielwarenmesse eG may decline to process the application; **the exhibitor remains obliged to pay even if he cancels his registration.**

If an exhibitor cancels their registration with the trade fair organiser's consent following payment of the registration fee but before approval, the registration fee paid shall be forfeited; there is no entitlement to a refund. Moreover, the exhibitor must pay a processing fee on top (reimbursement of expenses) amounting to 20 % of the expected exhibiting fee. The expected exhibiting fee is calculated based on the information on the required stand provided by the exhibitor during registration. The processing fee is due immediately once the trade fair organiser issues the relevant invoice.

The registration fee will be deducted from the invoice for the exhibiting fee if the exhibitor is admitted or refunded in the event of non-admission. If the invoice is not paid by the due date after approval and invoicing or the application is withdrawn by the exhibitor after admission, the registration fee paid is forfeited and no entitlement to a refund exists.

## 10. Admission

The exhibiting contract takes effect on notification of admission, which can be made by letter, fax or other electronic transfer and is also valid without a signature. The decision as to whether an exhibitor, co-exhibitor and products should be admitted or not rests with Spielwarenmesse eG. A legal claim to admission does not exist.

Only companies that supply their products exclusively to commercial resellers, commercial consumers or bulk customers can be admitted as exhibitors. Companies that only supply their products directly to end consumers are not admitted.

The contract is based on the exact description of products provided for exhibiting. Products other than those registered and admitted cannot be exhibited. The display of articles that are not admitted according to the fair rules, violate legal provisions or offend against good taste is prohibited. Spielwarenmesse eG is entitled to demand the removal of such articles at the exhibitor's expense and risk. The display of exhibits that can be regarded as a means of propaganda or as signs of organizations in breach of the constitution, especially former national socialist organizations (e. g. swastikas, SS runes, etc.) within the meaning of §§ 86, 86 a of the German Penal Code (StGB) is strictly prohibited.

**Note:** A product that is not allowed to be sold in the European Union because it does not fulfil the statutory requirements may only be exhibited if it is indicated that the product does not fulfil these requirements and cannot be purchased for sale in the European Union until the relevant compliance is established. The necessary precautions to ensure public health and safety must be taken during demonstrations (§ 3 Para. 5 Product Safety Act).

If an exhibitor opposes an order to remove such exhibits, he shall be liable to a contractual fine of 10 per cent of the invoiced exhibiting fee for each day on which the exhibits in question continue to be displayed.

Spielwarenmesse eG is entitled to reject applications at its own discretion. Admission may be revoked if the necessary requirements are not or no longer met.

If the exhibitor is a first-time exhibitor, he receives the relevant login data for further password-protected use of the Online Service Center on confirmation of admission. First-time exhibitors are exhibitors who have not participated in the relevant preceding fair.

## 11. Exhibition activities outside the fair site

If an exhibitor rents showrooms in Nuremberg or its surroundings during the Spielwarenmesse and exhibits or offers products belonging to the product range of the Spielwarenmesse during the fair's opening hours, Spielwarenmesse eG shall be authorized to cancel the existing exhibiting contract with the exhibitor and his stand with immediate effect. Furthermore, the exhibitor shall be liable to a contractual fine equal to 25 per

cent of the invoiced exhibiting fee, without prejudice to the right of Spielwarenmesse eG to claim compensation for further damages.

## 12. Brand and product piracy

Exhibiting products or offering services at the Spielwarenmesse is prohibited if their manufacture, sale, distribution, possession or advertising violates the laws on the protection of intellectual property or industrial property rights.

If an exhibitor submits to Spielwarenmesse eG an enforceable legal ruling such as a temporary injunction prohibiting another exhibitor from manufacturing, selling, distributing, possessing or advertising all or some of the products exhibited or services offered, Spielwarenmesse eG is entitled to cancel the exhibiting contract in force with this exhibitor for good cause and without notice and to immediately close his stand by self-redress. The exhibitor affected by these measures will be excluded from participation in subsequent Spielwarenmesse.

Spielwarenmesse eG will cancel the above-mentioned sanctions if it is proved by the exhibitor concerned that the enforceable legal ruling which led to the imposition of sanctions has been cancelled or amended either itself or only in terms of its enforceability such that the conditions for cancellation of the contract, stand closure and exclusion from further fairs no longer exist.

If Spielwarenmesse eG adopts measures or rules for the protection of intellectual property or industrial property rights during Spielwarenmesse and an exhibitor who is accused of violating the relevant rights of another exhibitor by exhibiting or offering exhibits at Spielwarenmesse fails to comply with these measures or rules, Spielwarenmesse eG shall be entitled to exclude this exhibitor from participation at subsequent Spielwarenmesse. Claims for damages by the exhibitors concerned against Spielwarenmesse eG due to execution of the measures described above in accordance with the contract are excluded, except in case of intent or gross negligence.

## 13. Allocation of stands

The allocation of stands is undertaken by Spielwarenmesse eG in a manner fitting to the theme of the fair, and will be notified by letter, as a rule together with the invoice. The exhibitor has no claim to the allocation of a particular stand space even if he has exhibited on the same spot for years. Special wishes concerning the stand will be given favourable consideration, if possible. The minimum size of each stand is 9m<sup>2</sup>. Smaller stand spaces are only rented in exceptional cases.

The exhibiting contract between Spielwarenmesse eG and the registering exhibitor takes effect on sending the "admission/invoice" to the exhibitor or, if agreed, to the invoice addressee named by the exhibitor. The exhibitor can lodge objections in writing by registered letter within 2 weeks after receipt of the stand allocation. The effectiveness of the

exhibiting contract concluded is not affected by any objection. Spielwarenmesse eG will do its best to take corrective measures, but is not legally obliged to do so.

Spielwarenmesse eG is entitled – also subsequently after the conclusion of the exhibiting contract – to make changes to the stand allocation, especially to the exhibitor's stand space, in deviation from the admission confirmation, allocate a space in another position or a space of a different kind, size and dimensions, provided this is necessary for reasons of safety, public order, official requirements or because the fair is oversubscribed and other exhibitors must be admitted or because changes in the stand allocation are necessary for a more efficient utilization of the rooms and spaces required for the fair. Such subsequent changes must not, however, exceed an extent that can reasonably be expected of the exhibitor. If subsequent changes result in a lower exhibiting fee, the amount of the difference is to be refunded to the exhibitor. Further claims against Spielwarenmesse eG are excluded.

Spielwarenmesse eG is entitled to relocate or close the entrances and exits of the fair site and halls, and to make other structural changes.

The exhibitor must expect discrepancies of up to 5 cm in the dimensions of his stand due to variations in the thickness of the stand partition walls. Claims regarding discrepancies in size will not be accepted by Spielwarenmesse eG. Partition walls, projecting walls, pillars, downpipes and fire extinguisher cabinets are part of the allocated stand space. Exhibitors or their stand designers are obliged to obtain information about layout and exact dimensions on site before starting planning work. If necessary, layout diagrams of stand spaces and the immediate surroundings with dimensions can be requested from Spielwarenmesse eG, Veranstaltungstechnik (Technical Services), but no responsibility can be accepted for the accuracy of this information. These conditions are acknowledged when the stand is accepted. Justified complaints must be made to Spielwarenmesse eG without delay after occupying the stand, so that any faults can be remedied. Late complaints cannot be considered and do not constitute a reason for claims against Spielwarenmesse eG. Spielwarenmesse eG is excluded from liability for claims for any kind of damages arising out of violations of the contract in connection with stand allocation, provided Spielwarenmesse eG has not acted with intent.

#### **14. Stand partition walls**

Stand partition walls are compulsory if the exhibitor does not use his own stand or a rental stand. Stand partition walls can be ordered in various designs using the relevant form in the Online Service Center. The rent for stand partition walls is not included in the exhibiting fee. The rental prices include assembly and dismantling. Plastic-coated system wall elements are not to be nailed, screwed, wallpapered or painted. The exhibitor is liable for damage caused by improper handling of walls, e.g. due to use of screws, nails, aggressive adhesives, etc.

#### **15. Stand design and access**

Exhibitors are responsible for the design and equipment of stands and the necessary assembly. The exhibitor must ensure that the stand design matches the character and image of the Spielwarenmesse. Spielwarenmesse eG is entitled to specify changes in stand design in this connection.

The stand design and product presentation must be conducive to engaging with customers and ensure appropriate access for visitors. As a minimum, please observe the following requirements for the proportion of the total length of the stand sides facing the aisles that must be designed to be open:

- for row stands: 70 %
- for corner stands: 50 %
- for head/block stands: 25 %

A suitably large area at each stand must be used to showcase product highlights and be accessible to all visitors to the trade fair without restriction.

The exhibitor must observe the hygiene concept requirements that apply to the owned stand.

**In addition to the rules above and below, the Technical regulations and "Important information" made available to exhibitors with the approval documents/in the Online Service Center also apply.**

Stands that adversely affect the overall image of the fair or the hall or do not satisfy the afore-mentioned requirements will not be accepted by Spielwarenmesse eG. The same applies to inadmissible advertising. Spielwarenmesse eG has the right to specify performance (Section 315 of the German Civil Code/ BGB).

The exhibitor is responsible for laying a uniform covering on the floors of the stand (see instructions in "Important information" in the Online Service Center).

The stands must be joined as closely as possible and without loss of space. The allocated stand space must not be exceeded.

If the exhibitor or his appointed stand construction company fails to comply with the stand construction regulations or other legal provisions, the exhibitor shall be liable for all damage resulting from the violation of these provisions. The extent of damage will be determined by an assessor appointed by Spielwarenmesse eG. The assessor's findings shall be binding on both parties.

**It is possible to hang objects from the facilities provided for this purpose in accordance with the relevant regulations DGVV Regulation 17 (formerly BGV C1).**

If suspension from the ceiling is essential or light sources cannot be created in any other way, plans must be submitted to Spielwarenmesse eG in good time for approval. The necessary application forms are contained in the Online Service

Center. Spielwarenmesse eG reserves the right to specify further requirements regarding the layout of the stands.

A contract penalty of 10 per cent of the invoiced exhibiting fee is payable in the event of non-compliance with the stand construction rules.

The exhibitor is responsible for compliance with the stand construction rules and safety regulations.

### Single-storey stands

The minimum construction height is 2.5 m. The maximum construction height is 4.5 m, with the exception of Halls 10.1, 11.1 and the "Mitte" exhibition area. A maximum construction height of 3.50 m applies to Hall 10.1 and of 3.00 m to Hall 11.1 and the "Mitte" exhibition area.

The backs of any construction elements (e.g. partitions, advertising media, banners, company logos, etc.) facing neighbouring stands must be white, clean and impeccable in appearance above a height of 2.5 m and must not contain any text or graphics. Text and graphics are permitted if there is a minimum distance of 1 m to the neighbouring stand on each side of the construction element with heights from 3 m to 3.5 m and a minimum distance of 2 m to the neighbouring stand with heights from 3.5 m to 4.5 m.

Spielwarenmesse eG may allow deviations in individual cases.

The hall must be visible from conference rooms and other rooms on the stand. This can be achieved

- a) by visual contact with the stand, provided the rest of the hall area is visible from the stand, or
- b) by direct visual contact between the room and the hall area.

The visual link must exist in both a sitting and standing position. The recommended dimensions of the visual link are 0.2 m x 0.8 m (W x H).

Spielwarenmesse eG provides a free service for checking stand plans of single-storey stands submitted on time. For a stand space of 80 m<sup>2</sup> or more, copies of the stand must be submitted for examination to Spielwarenmesse eG in electronic form (.pdf) without further request. Spielwarenmesse eG's right to claim stand plans from each single exhibitor keeps unaffected. No legal claim to processing exists for stand plans submitted after 15 November 2021.

### Two-storey stands

Two-storey stands are possible for a rented floor space of 50 m<sup>2</sup> or more and require special approval by Spielwarenmesse eG.

Special technical requirements must be fulfilled to comply with building, fire and other safety regulations for two-storey stands. The form "Application and guidelines for two-storey stands" is available in the Online Service Center.

Following documents are required for the inspection and approval of two-storey stands as a complete document in digital form (.pdf):

- Informal **description of stand**
- **Application for permit** for two-storey stand structure (application form available in the Online Service Center)
- **Stand drawings** (two-storey stand in conjunction with ground-level exhibition area) in a suitable scale, e.g. 1:100 (floor plans, views, sections) and ceiling plan with dimensions of closed ceiling area(s)
- **Stand safety test certificate** (structural) incl. construction drawings
- **Order for sprinkler system or for heat differential detectors** (only in halls 4A, 7A and 11)
- **Plan drawing showing the layout of sprinkler heads** (1 sprinkler head per 10 m<sup>2</sup> covered by the stand) or of heat differential detectors (only in halls 4A, 7A and 11)

All documents must reach Spielwarenmesse eG by not later than **15 November 2021**.

Once the above-mentioned documents have been examined, the stand design will be authorized with the Spielwarenmesse stamp of approval and returned to the exhibitor. Only stand designs bearing this stamp are cleared for construction.

Space on the top floor will be charged at 35 per cent of the floor space rent for row stands (see Item 6, Exhibiting fee). For two-storey stands, exhibitors receive additional free passes based on the size of the top floor.

The net approval fee is 6.40 € per m<sup>2</sup> of built-over stand space, subject to a minimum of 990 € net per stand. Invoices will be sent with the building authorization.

#### Note:

The organizers expressly reserve the right to make changes after submission of detailed plans and in connection with compliance with the requirements of the relevant authorities. Stand numbers will be mounted by Spielwarenmesse eG. The maximum permissible height for advertising is the same as the maximum permissible height of the stand.

#### Note:

The exhibitor is obliged to submit the stand construction declaration at the request of Spielwarenmesse eG.

## 16. Assembly and dismantling

**Start of assembly:** Monday, 24.1.2022

#### Times of assembly:

Monday, 24.1. – Saturday, 29.1.2022, 7 am – 8 pm

Sunday, 30.1. – Monday, 31.1.2022, 7 am – 10 pm

Tuesday, 1.2.2022, 7 am – 6 pm

Permission for earlier assembly (extra cost) must be applied for in writing by 2 January 2022. Earlier assembly is not possible in all halls.

**End of assembly:** Tuesday, 1.2.2022, 6 pm

**Start of dismantling:** Sunday, 6.2.2022, 6 pm

**Times of dismantling:**

Sunday, 6.2.2022, 6 pm–12 am

Monday, 7.2.2022, 12 am–8 pm

Tuesday, 8.2.2022, 7 am–8 pm

Wednesday, 9.2.2022, 7 am–7 pm

**End of dismantling:** Wednesday, 9.2.2022, 7 pm

The asphalt floors of the halls may not be painted. To prevent damage to the hall floors, only double-sided adhesive tape Tesa no. 55735 and Fermoflex no. 1362 may be used for laying carpets etc. These adhesive tapes can be obtained from Wörnlein in the exhibition centre. The fixing of bolts, anchors, etc. is prohibited.

The storage of exhibition goods and decoration materials and the execution of preparatory and assembly work in other stands is prohibited. The gangways must be kept unobstructed at all times.

Stand assembly must be completed by 6 pm on Monday, 1 February 2022. If a stand is still unoccupied at 3 pm on Monday, 1 February 2022 and Spielwarenmesse eG has not been informed accordingly by that time, it is authorized to dispose of the stand. The stand can be used for other purposes or specially decorated. The exhibitor must bear any additional costs (see also Item 17).

Dismantling of stands may be started at 6 pm on 6.2.2022.

**No stand or part of a stand may be closed or dismantled and no exhibits removed or packed before the time specified for the start of dismantling.** In the event of violation of this contractual obligation, the exhibitor must pay Spielwarenmesse eG a contractual penalty of 1,500 €. Spielwarenmesse eG reserves the right not to approve the exhibitor for the following event. Main exhibitors are liable for their co-exhibitors. Contractual penalties are due per co-exhibitor.

The gangway areas are to be kept clear for approx. one hour starting at 6 pm. Exhibits or stand materials are not to be placed in the gangways during this time to ensure the delivery of empties/pallets by the exhibition's forwarding agents without hindrance.

Spielwarenmesse eG as landlord refers to its right of lien as regards the exhibits. The goods exhibited may not be removed from the exhibition site until the exhibitor has discharged all obligations arising out of this contract. Objection to the prior removal of exhibits is lodged now.

After dismantling the stands, the stand space must be restored to its original condition. Damage caused by negligence, improper handling, etc. must be repaired or compensated by the exhibitors. Adhesive tapes used for floor coverings must be removed after dismantling the stand.

The costs of any damage to the hall floor will be charged to the exhibitor.

Stands not dismantled, or exhibits remaining in stands, will be removed and stored at the exhibitor's expense after the final date of dismantling.

## 17. Terms of payment

An invoice will be sent together with the official confirmation of admission to the fair. The invoice amount is due for payment on the invoice mentioned date but not before 15 October 2021. Payments should be made in full to one of the accounts stated on the invoice.

Invoiced by:

Spielwarenmesse eG, Herderstraße 7, 90427 Nuremberg, Germany

### **Any bank charges incurred must be paid by the exhibitor.**

Payments can be done by credit card (VISA, MasterCard, American Express).

In the event of default on payment, interest on arrears shall be payable at a rate of 9 percentage points above the base lending rate. The assertion of claims for further or higher damages is not excluded.

Spielwarenmesse eG is entitled to terminate the exhibiting contract without notice if the exhibitor fails to settle the payments stipulated in this contract despite reminder action. In this case, the exhibitor remains obliged to pay the full contractually agreed exhibiting fee, but Spielwarenmesse eG must credit any expenditure saved and any revenue obtained by hiring out the stand space elsewhere.

In the event of full or partial re-renting of the assigned space – excluding the swapping of all or parts of the space with another exhibitor involving surrendering the previously assigned space – a flat rate for compensation amounting to 25 per cent of the invoiced exhibition fee is payable, plus any additional services which have been booked.

**The exhibitor's right to demonstrate that such a loss has not resulted or is far lower than the agreed fixed amount of compensation remains unaffected.**

**The right to occupy the stand is assured only by compliance with the contractually agreed payment dates and full settlement of all amounts invoiced.**

**Exhibitor passes and assembly and dismantling passes are issued only after settlement of the invoiced exhibiting fee and all incidental costs due for payment.**

Spielwarenmesse eG reserves the right to assert the landlord's right of lien as security for outstanding debts arising out of the contract. Products, stand fittings and furnishings may not be removed from the fair site until the exhibitor has discharged all obligations arising out of this contract. Objection to their prior removal is lodged now. The exhibitor/co-exhibitor shall provide

Spielwarenmesse eG with information about the ownership status of these articles at any time. If an exhibitor/co-exhibitor defaults on his payment obligations, Spielwarenmesse eG is entitled at its discretion to retain all or some of these objects and to sell them at a public auction or on the open market at the exhibitor's cost. The legal regulations on the enforcement of a lien are eliminated by agreement – to the extent this is legally admissible. Spielwarenmesse eG accepts no liability for damage to such retained objects and stand equipment, unless this is due to intention or gross negligence on the part of Spielwarenmesse eG.

### **18. Transfer of stand space to third parties, co-exhibitors**

The exhibitor is not entitled to exchange the stand space allocated to him or to transfer space or parts thereof to third parties or to permit third parties to share the stand without the prior written approval of Spielwarenmesse eG.

Transfer to third parties or the allowance of shared use must be applied for in writing on the official application form. The exhibitor is to submit a declaration of agreement to Spielwarenmesse eG, which will only agree to the transfer of parts of the stands or the shared use if the exhibitor himself occupies and uses at least two thirds of the space.

Every co-exhibitor will be invoiced for the marketing package in accordance with the terms set forth under Item 7, whereby the invoice of the above-mentioned approval of the fair organizer applies. Upon receipt of the payment, co-exhibitors shall partake in the services extended by the marketing package in accordance with the terms set forth under Item 7. Co-exhibitors also receive 2 free exhibitor passes.

The co-exhibitor(s) and the exhibitor are liable as joint debtors for all claims against co-exhibitors. If a stand is allocated to several exhibitors, all of them are jointly answerable to Spielwarenmesse eG as joint debtors. If an exhibitor lets a third party all or part of the stand space or permits him the shared use of his stand space without the written confirmation of Spielwarenmesse eG, Spielwarenmesse eG is entitled to cancel the exhibiting contract immediately for important cause without notice and to close the stand. The exhibitor or third parties shall have no entitlement to compensation by Spielwarenmesse eG.

The exhibitor shall ensure that his co-exhibitors observe the Rules for Exhibitors, the supplementary regulations in the Online Service Center, the regulations in the order forms and the instructions issued by Spielwarenmesse eG. The exhibitor is liable for default by his co-exhibitors in the same way as for his own default. If co-exhibitors utilize direct services of Spielwarenmesse eG, then Spielwarenmesse eG shall be entitled to also invoice these services to the exhibitor himself; the exhibitor shall be jointly and severally liable.

**Separate rules apply for companies participating in or organizing national and international pavilions.**

**Organizers of pavilions are not regarded as exhibitors within the meaning of the Rules for Exhibitors.**

### **19. Termination, non-appearance and global compensation**

The exhibitor has a one-time special right of termination if an exhibitor, due to sovereign rules and regulations, is prevented from leaving his/her home country or entering Germany or is unreasonably restricted in any other way due to quarantine regulations. Such quarantine regulations are deemed unreasonable which last for more than five days and cannot be shortened following a vaccination or test. This special right of termination must be exercised by 31 December 2021 in writing towards Spielwarenmesse eG. The reasons for such termination must be stated. An ordinary termination of the participation agreement is otherwise excluded.

Statutory notice of termination of the exhibiting contract is apart from that excluded. The right of both parties to extraordinary notice to terminate for important cause remains unaffected.

If an exhibitor withdraws from the contract unilaterally and without justification, Spielwarenmesse eG is entitled but not obliged to otherwise dispose of the stand space. In this case, the exhibitor remains obliged to pay the full contractually agreed exhibiting fee, but Spielwarenmesse eG must credit any expenditure saved and any revenue obtained by hiring out the rented space elsewhere. In the event of full or partial re-renting of the assigned space – excluding the swapping of all or parts of the space with another exhibitor involving surrendering the previously assigned space – a flat rate for compensation amounting to 25 % of the invoiced exhibiting fee is payable, plus any additional services which have been booked.

If a stand is not occupied by the exhibitor by the time the fair opens (no show), said exhibitor must also pay the costs which the fair organiser verifiably incurs for the necessary redesigning of the stand or stand space.

In all the above cases the exhibitor's right to prove that such damages did not occur or were of a considerably lower amount remains unaffected.

If the assets of the exhibitor are the subject of insolvency proceedings, the exhibitor is obliged to notify Spielwarenmesse eG of this without delay. In this case Spielwarenmesse eG is entitled to terminate the contract for important cause without notice.

### **20. Postponement, cancellation, termination etc. of the fair**

**20.1** Spielwarenmesse eG has the right to change the time and/or location, to reduce, abort, temporarily interrupt, partially close, or cancel the fair due to reasons of force majeure or due to other circumstances for which it cannot be held responsible or because holding the event has become unreasonable for it. A situation justifying such a measure applies especially.



- a) if there are adequate factual indications that the planned execution or continuation of the fair may lead to a specific risk to life or limb or to property of significant value;
- b) if for reasons for which it cannot be held responsible or in the event of force majeure (e. g. power failure, severe failure or considerable disruption to public transport services, utilities and/or communication channels, administrative orders or urgent official recommendations, industrial action, terror or other risks to life and limb, natural disasters, epidemics, pandemics, etc.) the fair can either not take place, or the uninterrupted staging of the fair is impaired or at risk to such extent that the purpose of the fair intended by the planned staging can neither be achieved for exhibitors, nor for visitors and Spielwarenmesse eG, or can only be achieved under considerable restrictions. As the organizer, Spielwarenmesse eG will take the respective decision at its own discretion.

**20.2** Should the fair be cancelled before the scheduled start as detailed under section 20.1, the mutual performance obligations of the contracting parties shall no longer apply. Spielwarenmesse eG undertakes to reimburse payments already made by the exhibitor. Spielwarenmesse eG is not liable for damage and disadvantages which the exhibitor suffers as a result of the fair being cancelled.

**20.3** Spielwarenmesse eG will immediately notify the exhibitor if the location or the time of the fair is changed or its duration is reduced. Such a change may even be communicated electronically, e. g. by e-mail. In this case, the exhibitor has the right to rescind the participation agreement. If such rescission is not pronounced towards Spielwarenmesse eG in writing within two weeks following receipt of the communication, the participation agreement is deemed to have been agreed for the new location and time of the fair.

**20.4** If the fair closes early (cancellation, reduced duration), is temporarily disrupted or partially closes once the fair has started or if it starts late, the exhibitor's obligation to participate in such part of the fair that has not been cancelled and to payment of the full price for participation remains in effect. Spielwarenmesse eG shall proportionally reimburse such costs to the exhibitor which it does not incur as a result of cancelling or partially closing the fair (expenses saved).

**20.5** Spielwarenmesse eG has the right to renounce the performance of the fair at its discretion and taking into account the justified interests of those participating in the fair if it proves futile to achieve economic viability or if the number of registrations indicates that the overview which the fair strives to achieve of and for the industry cannot be guaranteed. Section 20.2 applies accordingly.

## **21. Special agreements**

All agreements, individual approvals and special arrangements deviating from these Rules for Exhibitors must be confirmed in writing by Spielwarenmesse eG.

## **22. Stand personnel**

During the fair and the fixed opening hours all stands must be properly equipped, furnished with the products registered and manned by trained personnel. The main representatives of the exhibiting firms are expected to be present in person at their stands.

## **23. Sales**

The sale of articles is permitted to commercial resellers, commercial consumers or bulk customers only. **The retail sale and price labelling of exhibited products are strictly prohibited during the whole fair, expressly including the last day.** This is also a violation of the German Board of Trade (Gewerbepolizei) regulations. Goods may only be delivered to buyers after the close of the fair. In the event of contravention, Spielwarenmesse eG is entitled to close the stand involved and to claim a fine amounting to 15 per cent of the invoiced exhibiting fee for each case of prohibited over-the-counter sales.

## **24. Exhibitor passes, invitation vouchers, control of personnel**

Each exhibitor admitted to the fair will receive a number of electronic pass codes according to the size of the stand. A personalised exhibitor pass can be generated online using an electronic pass code. All information in the personalisation process of the exhibitor pass must be provided truthfully. Exhibitor passes are intended for stand and service personnel only. They are not transferable and must not be passed to third parties. In the event of misuse the relevant exhibitor shall pay a fixed amount of damages of 40 € per incident of misuse detected. Each person employed at the fair must have a pass issued in the name of the exhibitor.

Exhibitors will receive 2 pass codes for stands up to 10m<sup>2</sup>, plus another free pass code for each additional space of 10m<sup>2</sup> (or part thereof), up to a maximum of 40. Sharing with co-exhibitors has no influence on the number of pass codes issued for the main exhibitor. Each co-exhibitor receives 2 free exhibitor pass codes, provided the payment obligations to Spielwarenmesse eG have been settled (Item 18).

For two-storey stands, exhibitors receive additional free pass codes based on the size of the top floor. Additional pass codes required can be purchased (for authorized persons only).

**The electronic pass codes will be sent to exhibitors via e-mail after full settlement of the exhibiting fee and all other charges payable.**

Exhibitors can order invitation vouchers, which entitle their trade visitors or business partners to free admission to the fair. Only the invitation vouchers exchanged for entrance passes are charged after the fair at the price stated in the Online Service Center. The sale of invitation vouchers for payment is prohibited. Any misuse will lead to invalidation of the invitation vouchers.

## **25. Advertising, stand party, provision of food and drink**

Advertising of any kind is only permitted within the stand space allocated to the exhibitor. Advertising measures outside the allocated stand space (e. g. outdoor advertising, walking-acts etc.) are subject to approval, which must be applied for using only the official forms of Spielwarenmesse eG (see Online Service Center). The organization of stand parties requires registration and approval; stand parties are subject to the respective guidelines and registration conditions defined in the Online Service Center.

Spielwarenmesse eG reserves the right to restrict or cancel all approvals, if this appears necessary in the interest of maintaining an orderly fair. Advertising activities that violate the law, are morally offensive or of an ideological or political nature are prohibited inside the exhibition site.

Stand lettering, exhibit lettering, company logos and trademarks must not exceed the specified height. All demonstrations and presentations and all forms of visual, moving or acoustic advertising must not disturb participants at other events, cause visitors to gather round and block the gangways, or drown out the fair's own public address systems in the halls.

### **The volume at the edge of the stand must not exceed 70 dB(A).**

Spielwarenmesse eG is entitled to restrict or prohibit demonstrations that cause noise, visual disturbances, dirt, dust, vibrations or other emissions or which for other reasons lead to a substantial adverse effect on the event or the event participants. Musical performances are subject to a charge (see Online Service Center "Important information" and "Technical regulations").

Flashing, rotating or rapidly moving advertising aids and moving word displays are not permitted at the edge of the stand.

The distribution of printed matter and the use of advertising aids are only permitted on exhibitors' own stands. Spielwarenmesse eG reserves the right to impose further restrictions in special cases. In the event of prohibited distribution outside the stand space, Spielwarenmesse eG will charge the responsible company for the cost of removal and disposal.

Exhibitors and external caterers, that are not ServicePartners of NürnbergMesse GmbH, are not permitted to sell food or drink at the Spielwarenmesse (including exhibitor stands); food and drink may be provided free of charge for the purpose of hosting customers at exhibitors' rented stand areas. Hygiene and legal requirements must strictly be complied with when doing so.

Spielwarenmesse eG is entitled to enter the stand to check for compliance with the above regulations. It is also entitled to

remove, cover over or otherwise prevent advertising that violates the above regulations at the cost and risk of the exhibitor/co-exhibitor.

## **26. Creation and use of visual material, photos, drawings, etc.**

It is not permitted to photograph, film or otherwise record any fair activity, stands or individual exhibits, except by the press and exhibitors or their authorized agents within their own stands. Spielwarenmesse eG is entitled to confiscate the recorded material in the event of violation.

Spielwarenmesse eG is entitled to arrange the creation of visual material of any kind, especially photos, drawings and films of fair activity, including the exhibitor's stand and products, and to use such material for press publications and promotion purposes for Spielwarenmesse eG and its subsidiaries.

The exhibitor hereby agrees to the aforementioned and in the event that third-party rights exist to the stand or parts of it will ensure that the third parties concerned grant their consent for the purposes of the provisions. The use of such illustrations that show products exhibited on the exhibitor's stand require the approval of the exhibitor. Only press photographers, other professional photographers and artists authorized by the fair management are permitted to undertake commercial photography and drawing work at the fair.

## **27. Smoking ban**

There is a general smoking ban on the entire exhibition grounds. Smoking is only allowed in the areas provided for this purpose.

## **28. Security measures**

Spielwarenmesse eG will arrange for watchmen to patrol the halls and the grounds, but cannot assume any responsibility for the stands and products during the opening hours or during assembly and dismantling. Exhibitors are responsible for guarding their own stands and exhibits.

Special guards can be requested only through the appointed security company ESS Erlanger Sicherheits-Service GmbH, Zeppelinstraße 26, 91052 Erlangen, Germany.

The general security service provided by Spielwarenmesse eG does not extend the limited liability of Spielwarenmesse eG as described in Item 29 below.

## **29. Liability**

Spielwarenmesse eG shall be liable for bodily injury (damages as a result of harm to life, body or health) arising out of a breach of obligations for which Spielwarenmesse eG, its legal representatives, employees or agents are responsible and for damage arising out of a breach of obligations due to intention or gross negligence on the part of Spielwarenmesse eG, its legal representatives, employees or agents. Spielwarenmesse eG shall also be liable for other damage arising out of a negligent breach of cardinal and material contractual obligations by

Spielwarenmesse eG, its legal representatives, employees or agents. The liability of Spielwarenmesse eG in these cases shall be restricted to cases of typical damage and not consequential damage, and then only to an amount of 5 times the exhibiting fee, subject to a maximum amount of 100,000 € per incident of damage; this limitation of liability applies only to companies and legal entities in public law and special public assets. Spielwarenmesse eG shall not be liable under any circumstances for damage and losses concerning the goods or stand equipment brought to the fair by exhibitors/co-exhibitors, who are businessmen or legal entities in public law or special public assets. It is irrelevant in such cases whether the damage and losses occur before, during or after the fair. The same applies to vehicles parked on the exhibition site by exhibitors, co-exhibitors, employees or appointed representatives.

Strict liability due to initial defects at the exposition grounds or stand space provided is excluded.

**Note:**

In Germany, the regulations of the Minimum Wage Act also apply during the term of the Spielwarenmesse and during erection and dismantling times. The exhibitor and the co-exhibitor undertake to observe the regulations of the Minimum Wage Act if they have an obligation to do so by law and to hold Spielwarenmesse eG harmless to this extent from any liability if third parties should make claims against Spielwarenmesse eG, whether in whole or only in part. In addition, the above liability ruling applies accordingly.

### **30. Insurance**

The exhibitor/co-exhibitor shall be liable for any damage culpably caused to persons or property by the exhibitor/co-exhibitor, his employees or representatives or by his exhibition equipment and exhibited products. In order to offer all exhibitors the possibility of suitable insurance protection, Spielwarenmesse eG has concluded a skeleton contract with an insurance company, which every exhibitor can use to obtain insurance cover (see Online Service Center). Every exhibitor is obliged to conclude such an insurance policy with the insurance partner of Spielwarenmesse eG or with another approved insurance company in the European Union and to pay the premium (including insurance tax) by the due date. Suitable proof of payment must be provided if requested by Spielwarenmesse eG.

### **31. Heating, lighting, electricity and water supply**

Spielwarenmesse eG is responsible for general heating and lighting of the exhibition halls.

A request for the provision of electricity and water in the stands should be made by using the relevant order form in the Online Service Center. Installation and consumption will be charged to the exhibitors.

Only firms authorized by Spielwarenmesse eG are permitted to make the necessary connections. All orders should be submitted to Spielwarenmesse eG and will be handed to these firms. Bills for installation and consumption will be sent

directly to the exhibitors in accordance with directives issued by Spielwarenmesse eG.

All built-in connections for electricity and telephone – the exhibitor should ask Spielwarenmesse eG for details about the connecting possibilities before ordering – are also at the disposal of the neighbouring stand if necessary. If cables have to be covered in order to avoid the risk of tripping, the costs must be paid by the exhibitor placing the order. Claims for compensation cannot be derived from this. For connection to the water supply the neighbouring stand concerned must be informed.

The occupiers of the stands are liable for all damage caused by uncontrolled consumption of electric power. Spielwarenmesse eG accepts no responsibility for interruptions or fluctuations of the supply systems or special connections. Careful attention should be paid to fire and trade inspectorate safety regulations (see Online Service Center).

### **32. Cleaning and disposal**

Spielwarenmesse eG will arrange the cleaning of the site, halls and passages. Exhibitors are responsible for cleaning their stands, which should be finished daily by not later than 7 pm or in the morning before the opening of the fair. Stands can be cleaned by the exhibitor himself or an official ServicePartner can be commissioned. In addition to stand cleaning, exhibitors are responsible for the daily disposal of waste from their stand spaces during the event and for the disposal of waste produced during assembly and dismantling. In order to meet exhibitors' aforementioned obligations, Spielwarenmesse eG uses the services of an official ServicePartner to ensure waste is disposed of correctly. The disposal of production waste and fair stands is excluded from this. The requirements of the Commercial Waste Ordinance (Gewerbeabfallverordnung) are met when the waste disposal is handled by the ServicePartner appointed by Spielwarenmesse eG.

The disposal costs for exhibitors which arise in relation to this are covered by payment of the waste disposal fee as per Item 6 of the Rules for exhibitors. The waste management rules as per Item 6.1 of the Technical regulations remain unaffected apart from that.

### **33. Transportation**

All shipments that cannot be made by the exhibitor's own means of transport should be handled by the official forwarding agent of the fair, since he has sufficient storage space on the fair site. The following companies have been appointed as official forwarding agents for the fair:

- Schenker Deutschland AG and
- Kühne & Nagel (AG & Co.) KG

### **34. Right of admission**

Only German and international trade visitors are admitted to the fair, especially buyers of products from the product groups

represented at the fair, service providers of the exhibiting companies and specific groups defined by Spielwarenmesse eG. All visitors must identify themselves as such. The right of admission shall be determined by Spielwarenmesse eG, § 315 German Civil Code (BGB).

**Persons under 16 years of age will not be admitted – excluding children up to the age of 6 months accompanied by an approved fair participant.**

Children and young persons under 16 years of age belonging to authorized fair participants can be looked after during their stay at the fair free of charge in the day care centre in accordance with the arrangements for child care.

**Toy Experts** are only admitted after prior written approval by Spielwarenmesse eG and under the conditions stated in the approval.

**Animals are not allowed on the fair site.**

**35. Limitation period**

Provided Spielwarenmesse eG has not committed any act of intent, all exhibitor's claims against Spielwarenmesse eG expire by limitation six months after the end of the month in which the last day of the fair occurs. Provided Spielwarenmesse eG has not committed any act of intent, all exhibitor's claims against Spielwarenmesse eG are to be asserted in writing within a time limit of three months after the last day of the fair.

**36. Legal authority**

Spielwarenmesse eG exercises legal authority throughout the exhibition site during the whole period of the Spielwarenmesse, and during assembly and dismantling of the stands.

**37. Contract penalties**

A contract penalty is only imposed in the event of culpable infringement of obligations. In the event of more than one contract penalty being imposed in accordance with these Rules for Exhibitors, only the highest of such penalties shall be payable. Contract penalties imposed are not accumulated.

**38. Place of fulfilment and jurisdiction**

If the exhibitor is a businessman, a legal entity in public law or special public asset, the place of jurisdiction for all obligations arising out the contract is Nürnberg in the Federal Republic of Germany.

If the exhibitor is a businessman, a legal entity in public law or special public asset or has no general place of jurisdiction in the Federal Republic of Germany, Nürnberg is agreed as the place of jurisdiction. Spielwarenmesse eG is


also entitled to the option of taking proceedings against the exhibitor at the court responsible for the exhibitor's place of business.

German law shall prevail.

**39. Statement on data processing**

The data supplied by the exhibitor are recorded and stored in the database of Spielwarenmesse eG. The trade fair organiser and the companies affiliated with the same use the personal data supplied by the exhibitor for advertising purposes; in particular they use the supplied email address for promotion of their own products or services. The exhibitor can object to future advertising at any time. The data protection policy of Spielwarenmesse eG also applies, which is available on the Internet at [www.spielwarenmesse.de/en/data-protection](http://www.spielwarenmesse.de/en/data-protection).

**40. Use of the word mark Spielwarenmesse and the figurative mark **

The word mark Spielwarenmesse and the figurative mark  are registered trademarks in Germany (German Patent Office – DE trademark registration no. 30 2011 053 981, OHIM – 007381155, etc.). They may only be used with the consent of Spielwarenmesse eG.

Consent will be granted if their use complies with the CD guidelines of Spielwarenmesse eG, which are available at [www.spielwarenmesse-eg.de/fileadmin/Corporate/SWM\\_CDGuide\\_EN.pdf](http://www.spielwarenmesse-eg.de/fileadmin/Corporate/SWM_CDGuide_EN.pdf).

**41. Hygiene concept, update of Rules of Exhibitors**

If Spielwarenmesse eG, due to legal or official requirements or recommendations, or due to its responsibility as an organizer, voluntarily specifies a hygiene concept for carrying out Spielwarenmesse, such concept is valid after being communicated to the exhibitor in electronic form as in effect as last promulgated. The exhibitor must comply with those hygiene concept requirements that apply to his/her stand and to the exhibitor.

Insofar as the requirements detailed under the hygiene concept call for this, Spielwarenmesse eG has the right to modify the above rules of participation at its discretion and as is necessary, and will communicate such updates to the exhibitor. Any changes to the rules of participation become effective for the exhibitor as soon as they have been announced. Such subsequent changes, however, must not exceed a reasonable scope for the exhibitor. The level of reasonableness, in the event of doubt, is specified by legal or official requirements and recommendations.