



# Conditions for participation: Spaceback – Your Bonus System of Spielwarenmesse eG

The following conditions apply for 'Spaceback – Your Bonus System' of Spielwarenmesse eG. Exhibitors participating in the Spaceback system can collect SpacePoints for certain activities, which can then be exchanged for bonus benefits.

## 1. Conditions for participation

Participation in the Spaceback system is free. Participation is restricted exclusively to exhibitors and organisers of International Pavilions at Spielwarenmesse, who have paid the participation fee and all the other relevant charges in full. Excluded from participation in the Spaceback system are co-exhibitors, exhibitors in special areas like Best of China, Pavilion Innovation made in Germany, hirers of sales-, information- and service stands, hirers of offices and visitors.

## 2. Earning SpacePoints

SpacePoints can be collected once the participant has signed a participation agreement for Spielwarenmesse and paid the participation fee to Spielwarenmesse eG. SpacePoints can only be earned for the services stated in the current List of Points, which can be viewed online at [www.spielwarenmesse.de](http://www.spielwarenmesse.de) at any time. Points are only awarded for services subject to charges after the participant has paid the full cost of the services.

## 3. Administration of SpacePoints

SpacePoints are recorded under the participant's customer number. The participant can check his current SpacePoints balance online at any time after starting Spaceback by using the log-in details for the [Online Service Center](#) provided with the stand confirmation in September. Spielwarenmesse eG will also notify the participant of his SpacePoints balance at intervals determined at its own discretion. Any objections to the correctness or completeness of the SpacePoints balance must be lodged in writing within one month after notification of the balance.

## 4. Exchanging SpacePoints

SpacePoints can be exchanged by the participant for full square meters of stand space at Spielwarenmesse once the minimum balance has reached 1,000 SpacePoints. The free stand space reduces the price of participation for the allocated stand space on a pro rata basis. Spielwarenmesse eG reserves the right to introduce other bonus benefits. The accumulated SpacePoints are automatically exchanged and converted to free stand space at the next annual Spielwarenmesse, at which the participant attends as an accredited exhibitor; the points guarantee the participant a free space in their allocated display area. 1,000 SpacePoints equate to the price for one square meters row stand. Irrespective of this, the participant may decide to accumulate and thus reserve SpacePoints, provided he expressly informs Spielwarenmesse eG in good time before the start of Spielwarenmesse. The maximum number of SpacePoints that can be reserved is 10,000. On reaching this figure, the reserved SpacePoints are automatically exchanged for stand space at the next annual Spielwarenmesse at which the participant takes part as an accredited exhibitor.

## 5. Transfer and loss of SpacePoints

Accumulated SpacePoints are not transferable to a third party and cannot be sold or converted into cash. Accumulated SpacePoints are lost completely if the participant does not exhibit as an exhibitor at Spielwarenmesse two years in succession due to a participation agreement with Spielwarenmesse eG.

## 6. Termination, change and cessation of Spaceback system

Participation in the Spaceback system can be terminated by the participant at any time without observance of a period of notice by notifying Spielwarenmesse eG in writing. Any termination of the participation agreement by Spielwarenmesse eG requires a two-week notice period, unless there are serious grounds for termination without prior notice. Termination without prior notice by Spielwarenmesse eG and exclusion from the Spaceback system can take place with future effect when there are serious grounds for this. Serious grounds include if the participant violate these participation conditions or other participation conditions stipulated by Spielwarenmesse eG at Spielwarenmesse. The participation conditions continue to apply following the termination of the agreement. In the case of termination with due notice by one of the parties, any SpacePoints collected which have not expired will continue to be valid for next Spielwarenmesse following the termination of the agreement. If Spielwarenmesse eG terminates the agreement without notice, the SpacePoints will cease to be valid once the notice of termination has been received.

Spielwarenmesse eG reserves the right to make changes or additions to the conditions for participation, the award of points or conversion rates at any time, as long as this appears necessary and the participant is not unfairly disadvantaged. Changes or additions to these conditions for participation will be published in writing or by electronic means.

Spielwarenmesse eG also reserves the right to cease the Spaceback system completely, subject to observance of a reasonable period of notice, or without observance of such a period of notice if a good cause exists, and reasonable safeguarding of the interests of the participants.

## 7. Data protection

The corporate data associated with participation in the Spaceback system will be processed in accordance with the applicable data protection regulations and used for the purposes of organising the system.

## 8. Applicable law, place of jurisdiction

German law shall prevail under exclusion of UN sales law. Nürnberg, Germany is agreed as the place of jurisdiction if the participant is a trader or equivalent. The same applies if the participant has no general place of jurisdiction in Germany.

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**Spielwarenmesse eG**

... your cooperative partner

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