

Special Conditions for Participation in the trade fair BrauBeviale 2023

August 2023

1. Venue, duration, opening hours

Venue: Exhibition Center Nuremberg
Duration: Tue 28 – Thu 30 November 2023
Opening hours: Tue 28 – Wed 29 November 2023 9:00 – 18:00
daily
Thu 30 November 2023 9:00 – 17:00

2. Sponsor

Private Brauereien Bayern e.V.
Thomas-Wimmer-Ring 9, 80539 München, Germany

3. Organizer

YONTEX GmbH & Co. KG
Lina-Ammon-Straße 3
90471 Nürnberg
Tel. +49 911 88080700
E-Mail: braubeviale@yontex.com
Registration number: HRA 19866 Nürnberg

4. Contractual terms

The terms for participation in the Trade Fair BrauBeviale 2023 are the Special and General Conditions for Participation in Fairs and Exhibitions (including Supplementary Agreement), the YONTEX site regulations, the organizational (e.g. exhibitor information), the General Terms and Conditions for using the myBeviale.com dialog platform and the Service description of participation packages dialog platform myBeviale.com, technical and other conditions notified to the exhibitor before the exhibition begins.

5. Admission/Stand space confirmation

Item 2 of the General Conditions for Participation in Fairs and Exhibitions is supplemented as follows: The exhibitor agrees to pay a processing fee of EUR 400 if the order for stand space is cancelled prior to receipt of the stand confirmation. Cancellation after receipt of the stand space confirmation is governed by item 7 of the General Conditions for Participation in Fairs and Exhibitions.

6. Exhibitors and approved exhibition goods

Admissible as exhibitors are: manufacturers, importers, wholesalers, representatives and publishers, domestic and foreign, offering only those products and services that can be assigned to the product groups provided. All exhibition goods must be described in detail in the application. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights in Germany are not admitted.

7. Rental in exhibition halls

Basic price per m² (or part thereof) stand space (1–36 m²)

EUR 199	In-line stand	(1 side open)
EUR 222	Corner stand	(2 sides open)
EUR 237	Peninsula stand	(3 sides open)
EUR 250	Island stand	(4 sides open)

Above 36 m²: Surcharge of EUR 10 per additional m² on the respective basic price of the booked stand type.

Minimum stand space is 9 m².

The type of stand allocated depends on planning; an entitlement to a certain type of stand does not exist.

Rental includes:

- Hire of the stand space during assembly, exhibition and dismantling.
- General guarding of the exhibition halls. General lighting of the exhibition halls.

General cleaning of the passageways.

- In addition, the organizer will charge an operating and energy cost contribution of EUR 15 per m² exhibition space.

An administrative fee of EUR 0.60 per m² of stand space in exhibition halls will be charged and remitted to the AUMA (Association of the German Trade Fair Industry).

The waste disposal service includes the professional removal and recycling of any waste generated at the stand during assembly and dismantling as well as for the entire duration of the trade fair. The flat fee for this is EUR 4.95/m² and is charged up to a maximum area of 500 m². The disposal of production waste accumulated during the event, entire stand elements or complete exhibition stands must be ordered separately. It is strictly forbidden to bring any waste with you, any violation will be charged to the exhibitor. We reserve the right to take further measures. Waste is disposed of in accordance with the Technical Regulations.

8. Complete rental stand

All charges per m² of stand space (rounded up to nearest full m²), in addition to rental charge for stand space in exhibition halls (see item 7). All pictures are exemplary pictures.

Rental includes:

- Hire of complete stand.

You will find further models at www.standconfigurator.com.

The organizer is responsible for assembling and dismantling the rental stand. The complete rental stand and its fittings must not be pasted over, nailed, painted or damaged in any way. The exhibitor is liable for damage done during the rental period and will be charged with the costs.

The basic type of rental stand can be fitted out additionally in the same system at extra cost.

Respective orders can be carried out in the Online ExhibitorShop.

9. Payment conditions

Exhibitors may be charged an advance payment of 25% of the expected stand space rental **on confirmation of the application**.

The full stand space rental less the advance payment will be charged to exhibitors on confirmation of the stand space. The advance payment will be reimbursed in case of non-confirmation of the stand.

Any payments are due by the date shown on the respective invoice. Invoices are payable in full. All payments are to be made in EURO without charges, quoting invoice number. If the exhibitor enters a different invoice address on the application form, he authorizes the stated person/company to receive the invoice and other payment requests. This does not exempt the exhibitor from his obligation to pay. For subsequent changes to the invoice for which the exhibitor is responsible, YONTEX may charge a processing fee of EUR 50. The same applies to cases in which additional work is incurred because invoices and/or related information, data and documents are entered by YONTEX in the exhibitor's invoice processing systems or portals. An entitlement to occupy the allocated stand space exists only after payment of invoices in full. The exhibitor is to provide proof of payment. The exhibitor agrees to transmission of invoices by the organizer via e-mail (electronic billing). If the exhibitor does not wish to use electronic billing, he or she can object in writing or in text form.

10. Insurance

Exhibitors are obliged to make their own adequate insurance arrangements. Insurance for exhibitors (transport and duration of event) is advisable and can be arranged through a collective insurance contract taken out by the organizer.

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11. Assembly and dismantling, passes

Assembly: Thu 23 – Sun 26 November 2023 7:00 – 24:00 daily
 Mon 27 November 2023 7:00 – 20:00 daily

Exhibition stands for which assembly has not commenced by 15:00 on Monday, 27 November 2023, will be decorated by the organizer, if they cannot be otherwise disposed of. Costs incurred will be charged to the exhibitor.

Dismantling: Thu 30 November 2023 17:00 – 24:00 daily
 Fri 1 December 2023 7:00 – 24:00
 Sat 2 December 2023 7:00 – 20:00

Access to the halls during assembly and dismantling times is only permitted on display of special passes, which are not valid during the exhibition.

12. Stand design

The exhibitor is responsible for stand design and equipment.

Relevant for stand design and equipment are the Technical Regulations (Info 4) and the Important information for BrauBeviale 2023 (Info 1) which are published at www.braubeviale.de/en and the Online ExhibitorShop (OES).

The exhibitor agrees to comply with these conditions. Non-compliance may result in claims for damages by the organizer or the neighbouring exhibitors affected.

The overriding principle for the design of all exhibition stands is transparency. At least 50% of the sum of the gangway sides must not be obstructed by structures or fittings.

The maximum height for stand and advertising constructions is 5.50 m, measured from hall floor and may not be exceeded. The minimum height is 2.50 m.

The backs of stand partition walls, advertising carriers or other design elements facing neighbouring stands and exceeding a height of 2.50 m must be white, in a clean and tidy condition and must not contain any text or graphics. Advertising carriers or other design elements from 3.50 m up to the maximum height of 5.50 m must keep a distance of 1.00 m to each neighbouring stand. Two-storey stands are not allowed.

If the rental exhibition stand is not used, a fascia (0.30 m high) must be fitted on all open sides of the exhibition stand. The fascia is not required, if the necessary stand appearance is provided in some other way. The exhibition organizer reserves the right to give further instructions concerning the design of stands.

Only water-soluble adhesive may be used on the fiber board stand partition walls and these may not be painted unless they have first been covered with wallpaper. After the exhibition, wallpaper or other finishing material must be removed by the exhibitors, otherwise exhibitors will be charged with the costs. All other stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way. The exhibitor is liable for damage done and will be charged with the costs. Pillars, installations and fire-fighting equipment within the stand are part of the allotted stand space and must be accessible at all times. Floor coverings in the stands are only to be fixed with double-sided adhesive tape (following tapes are to be used: tesafix no. 4964).

13. Exhibitor passes

Each exhibitor will be given free passes for the required exhibition stand and operating personnel. These tickets are valid during duration and also during assembling and dismantling time.

14. Marketing services for exhibitors (= direct exhibitors)

The organizer provides each exhibitor with marketing services containing the following services:

- Naming of the exhibitor in the BrauBeviale print media:
 - Entry of exhibitor's company name and stand number in the exhibitor list of the exhibition guide. Changes in the entry for the exhibition guide are possible until 23 August 2023.
 - Entry in the hall plan of the exhibition guide with stand number (issued free to all visitors)
- Advertising material (upon request)

- Print vouchers (with imprint of company name and stand number of exhibitor)

- Material for visitors invitation

- Stickers (with imprint of stand number of exhibitor)

- Exhibitor passes

Free and unlimited exhibitor passes, valid for the duration and during assembling and dismantling time

- Invitation management

- 1 personal E-Code and other voucher codes for visitor invitations (electronic voucher codes, unlimited redeemable).

All admission vouchers redeemed by visitors (electronically) are free of charge.

- Provision of e-mail templates and sample cover letters

- Voucher monitoring incl. reporting

- Further services

- 1 Leadtracking APP per exhibitor. If needed, additional lead-tracking APPs can be booked in the online ExhibitorShop.

- Online-Banner with exhibitor's stand number, if applicable, to be included in the email signature, website or social media.

- Display of the exhibitor's press releases in the press center

The organizer provides for each exhibitor an online entry in the exhibitor and product database at the exhibition website and includes the following services. The exhibitor is solely responsible for the information and other materials provided by him for the exhibition directories, in particular images. He shall indemnify the organizer against all claims by third parties asserted in relation to the materials sent.

- Exhibitor and product database at www.braubeviale.de

- Entry of company name, address, hidden e-mail address and logo

- Presentation of 5 products or services with one photo, one film and one text of maximum 2,000 characters per product or service

- Possibility of continuously marking 5 products or services as new products

- Company profile (maximum 2,000 characters)

- 10 assignments to the product groups (list of products)

- Link from the exhibition website to the exhibitor's website. The exhibitor connects a return link

- Entry of company name and stand number in the online floor plans

- Possibility of continuously updating the online entry

- All-year-round support by the online editing team

- Company & Product package at www.mybeviale.com

- Entry of company name, address, hidden e-mail address and logo

- Presentation of 5 products or services with five photos, three product PDFs, one film and one text of maximum 2,000 characters per product or service

- Possibility of continuously marking 5 products or services as new products

- Company profile (Short description: maximum 90 characters; long description maximum 2,000 characters)

- up to 10 assignments in the list of products

- Link from the exhibition website to the exhibitor's website. The exhibitor connects a return link

- Entry of company name and stand number in the online floor plans

- Possibility of continuously updating the online entry

- All-year-round support by the online editing team

The exhibitor agrees to purchase the marketing services at a price of EUR 795.

This will be charged together with the stand rental. No reduction in price can be

granted if only parts of the package are used.

15. Co-exhibitors

Co-exhibitors are companies who appear on the exhibitor's (= direct exhibitor's)

stand and present their own products with their own personnel. Their independence must also be recognizable without physical separation.

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Co-exhibitors are only admissible if they fulfill the conditions for participation in the event and the information requested on the application form for co-exhibitors has been entered in full. If the application of a co-exhibitor is cancelled the direct exhibitor agrees to pay a processing fee of EUR 250.

16. Marketing services for co-exhibitors

The organizer provides each co-exhibitor with marketing services.

- See item 14 for services included in package

The exhibitor agrees to purchase the marketing services at a price of EUR 795 for each co-exhibitor registered by him. This will be charged together with the stand rental or at a later date. No reduction in price can be granted if only parts of the package are used.

17. Company & Product package on the dialog platform

www.mybeviale.com

The General Terms and Conditions and the Service description for the dialog platform of myBeviale.com apply.

The Company & Product package is mandatory as part of the marketing services for participation in the fair. Item 5 of the General Terms and Conditions for the myBeviale.com dialog platform does not apply here.

18. Entries in exhibition guide, in exhibitor and product database at

www.braubeviale.de and in Companies & Products at www.mybeviale.com

The costs of the entries in the alphabetical list of exhibitors in the exhibition guide, in the exhibitor and product database at www.braubeviale.de and in Companies & Products at www.mybeviale.com are included in the marketing services (see item 14 for direct exhibitors, item 16 for co-exhibitors).

The communication of the required information is made by submitting complete content via the online stand registration (for exhibition guide) and via the content request sheet (for exhibitor and product database at www.braubeviale.de and for Companies & Products at www.mybeviale.com).

The data stated are published only in the exhibition guide, in the exhibitor and product database at www.braubeviale.de and in Companies & Products at www.mybeviale.com.

The exhibitor can subsequently change the entry in the exhibition guide until 23.8.2023. This deadline also applies if the direct exhibitor sends in the completed forms belatedly or applies for a stand space after this date. In this case no claim exists for an entry in the exhibition guide. However, the obligation to purchase the marketing services remains unaffected herof. The exhibitor is responsible for the content of entries in the exhibition guide, the exhibitor and product database at www.braubeviale.de and the Companies & Products at www.mybeviale.com and for any damages arising out of such content. He is also responsible for the legal admissibility of the text documents provided for insertion.

The exhibitor and product database at www.braubeviale.de and the Companies & Products at www.mybeviale.com are subject to the legal notices published by the exhibitor and product database regarding copyrights, trademark rights, liability/guarantee, links, deep links and frames. The exhibition guide, the exhibitor and product database at www.braubeviale.de and the Companies & Products at www.mybeviale.com are published by YONTEX.

YONTEX and its subcontractors receive and check the entries in the exhibition guide, the exhibitor and product database at www.braubeviale.de and in the Companies & Products at www.mybeviale.com with the customary amount of care, but shall not be liable if misled or deceived by the customer.

YONTEX and its subcontractors are only liable for accidental omissions, printing errors, faulty workmanship of any kind, etc. if such defects can be proved to have been caused by intent or gross negligence. The exhibitor must

assert claims against the publisher for any defects apparent by not later than two weeks after the start of the exhibition. Exhibitor claims for defects and/or damages expire by statutory limitation after a period of

one year. The periods of statutory limitation are based on legal regulations.

19. Exhibition priority

An application for exhibition priority for this event has been submitted to the Federal Ministry of Justice. The priority certificate protects certain patent rights until submission of an application to a patent office in Germany or abroad.

20. Hygiene concept, no right of rescission when entry restrictions are tightened

• All event participants must fulfil the relevant requirements of the valid hygiene concept for the event. YONTEX determines the content of the hygiene concept at its reasonable discretion with due regard to the statutory and regulatory requirements and the interests of the event participants. The hygiene concept may be changed depending on the interests of the event participants and the statutory/regulatory requirements. The currently applicable statutory/regulatory requirements, the currently valid framework hygiene concept for trade fairs and exhibitions, and information on the individual hygiene concept for the specific event can be found on the event website.

• Entry restrictions, i.e., the conditions under which persons may participate in the event (e.g., only persons who have been vaccinated or have recovered from the virus or have been tested), are based on the regulatory and statutory requirements in effect at the time of the event. Even if these entry restrictions change after the registration of the exhibitor, and particularly if they are tightened, the exhibitor will not be entitled to rescind the contract and will not be released from the obligation to pay the stand rent and fees for services.

The cancellation option according to items 7 and 9 of the General Terms and Conditions of Participation in Trade Fairs and Exhibitions remains unaffected.

21. Exhibitor claims, written form, place of fulfillment, jurisdiction

All exhibitor claims against the organizer must be made in text form (§ 126b BGB). The statutory period of limitation begins on the last day of the exhibition. Agreements that deviate from these or supplementary terms must be in text form (§ 126b BGB).

German law and the German text shall prevail.

Place of fulfillment and jurisdiction is Nürnberg. However, the organizer reserves the right to bring his claims before the court of the place at which the exhibitor has his place of business.

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