

Rules for Exhibitors 2023 for the fair Insights-X



Introduction

The following Rules for Exhibitors, the Important information with the Technical regulations and the NürnbergMesse site regulations constitute the contractual basis for participation in Insights-X 2023 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 Insights-X become an integral part of the participation agreement in accordance with Item 41.

1. Name of fair

8th Insights-X

2. Venue

Nürnberg Exhibition Centre, 90471 Nürnberg, Germany

3. Duration of fair

Wednesday, 11 October – Friday, 13 October 2023

Fair times: Daily from 9 am – 6 pm, on last day from 9 am – 5 pm.

Admission times for exhibitors: Daily from 7 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 9 am – 5 pm, on last day from 9 am – 4 pm.

4. Organizer

Spielwarenmesse eG
Herderstraße 7, 90427 Nuremberg, Germany
Tel. +49 911 99813-0, Fax +49 911 99813-898
www.insights-x.com, info@insights-x.com

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:

1. Writing Utensils and Equipment
2. Paper and Filing
3. Artistic and Creative
4. Desktop and Office
5. Bags and Accessories
6. Stationery and Gift Articles

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

6. Exhibiting fee

6.1 The exhibiting fee **excl. stand construction package**, per square metre of floor space (min. 9 m²) is

6.1.1 for Early Bird application until 15 March 2023:

Row stands	(1 side open)	153.00 €
Corner stands	(2 sides open)	179.00 €
Head stands	(3 sides open)	194.00 €
Block stands	(4 sides open)	199.00 €

6.1.2 for application from 16 March 2023:

Row stands	(1 side open)	170.00 €
Corner stands	(2 sides open)	199.00 €
Head stands	(3 sides open)	216.00 €
Block stands	(4 sides open)	221.00 €

6.2 The exhibiting fee **incl. stand construction package** will be published at www.insights-x.com/en/application/ with the start of registration for Insights-X 2023, as will the conditions and scope of the included stand construction package.

6.3 Further information

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 the Spielwarenmesse eG, but not other services as per these Rules for Exhibitors or other services of the fair organizer (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 the Spielwarenmesse eG with proof of his company status under the terms of the Value Added Tax Act on request.

The Spielwarenmesse eG is obliged to collect the AUMA fee of 0.60 € per m² net of stand space (hall and outdoor area) from the exhibitors. This amount will be charged by the 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

The **waste disposal fee** is 2.90 € net per m² stand area (as per Item 32 below and Item 6.1 of the Important information with the Technical regulations).

The **energy cost surcharge** is 2.50 € net per m² stand area.

All prices are subject to any additional taxes and duties levied in the exhibitor's own country. The 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.

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

7. Media package

The media package is obligatory for all exhibitors and their co-exhibitors and is charged for by Spielwarenmesse eG in addition to the exhibiting fee. The price for the media package is 550 € per exhibitor and co-exhibitor.

7.1 Individual services

The media package includes the following services:

- **Obligatory entry in the official trade fair media of Insights-X**
- **Listing of stand activities in the expo calendar**
- **Invitation codes for visitor tickets**
- **Marketing material**

7.2 General information

Further details on all individual services of the media package will be published on the website at www.insights-x.com/en/application/ when registration for Insights-X 2023 opens.

In order to ensure the completeness of the official trade fair media in the interests of all exhibitors and trade visitors, all exhibitors and co-exhibitors shall be represented with an obligatory entry in these media.

The company name must match the company name given during registration. Further listings in Insights-X media may be ordered from Spielwarenmesse eG for a charge.

Spielwarenmesse eG or ServicePartners commissioned by it shall make the order documents and the precise conditions for entries for the services contained in the media package and for additional listing and advertising options available in the Online Service Center in due time.

Only the official ServicePartners referred to on the Insights-X website and in the Online Service Center have been authorised by Spielwarenmesse eG to produce the official trade fair media.

On admission (item 10), Spielwarenmesse eG shall transfer the company data provided to it during registration to the relevant ServicePartners for publication in the official trade fair media.

Spielwarenmesse eG shall send the exhibitor all relevant information for accessing the Online Service Center by e-mail upon admission.

Company names and product listings can be found electronically before, during and after the expo via the Insights-X official trade fair media by using the relevant search function. Links to the company website and e-mail addresses shall be provided in the Insights-X online media. The product listing is binding for each exhibitor/co-exhibitor and serves to clearly assign the exhibitor/co-exhibitor to his exhibited products.

7.3 Warranty and liability

Spielwarenmesse eG assumes no liability for the correctness or completeness of the data or its transfer to the official trade fair media.

The exhibitor alone is responsible for the content and legal admissibility of the data provided and published in the trade fair media and for other entries and advertisements placed as ordered. The exhibitor/co-exhibitor warrants that the content provided does not infringe any property rights or other third-party rights. Spielwarenmesse eG is not obliged to carry out a review in this respect and assumes no liability for the correctness or completeness of the content provided. If third parties assert claims against Spielwarenmesse eG due to the unlawfulness of an advertisement or exhibitor entries or their inadmissibility under competition law, the exhibitor/co-exhibitor shall fully indemnify Spielwarenmesse eG against all claims asserted, including all the costs of any necessary legal defence on the part of Spielwarenmesse eG. In such

cases, Spielwarenmesse eG is entitled to block the media concerned. Item 12 shall apply additionally.

8. Application

The application must be submitted to the Spielwarenmesse eG online using the Online Service Center (OSC) at www.insights-x.com/en/application and is binding on the exhibitor applying. An online application sent via the Online Service Center is also valid without a signature and stamp.

The online registration form must be completed in full. Spielwarenmesse eG expressly reserves the right not to process incomplete registrations.

Reservations and conditions (e.g. exclusion of competition) are not admissible when registering. If these are entered in the application form, they will only be legally valid if the Spielwarenmesse eG has given its written approval. With his application the exhibitor recognises these terms of participation subject to the preliminary remarks, the supplementary conditions of the Online Service Center and the terms and conditions of the order forms, in accordance with the terms of use of the Online Service Center of the Spielwarenmesse eG, as binding.

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.

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

The application constitutes the exhibitor's offer, which is irrevocably binding on the exhibitor until 31 July 2023. The offer is considered accepted by the 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 1 August 2023 and extended until cancelled by the exhibitor the Spielwarenmesse eG must be notified of such cancellation in writing. The offer ceases on receipt of the cancellation by the Spielwarenmesse eG, unless the 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

Upon application, a registration fee in the amount of net 400 € is due. An invoice is sent to the exhibitor following receipt of the online application via e-mail. The invoice is payable to the account of Spielwarenmesse eG named on the invoice. Should the registration fee not be effected, the Spielwarenmesse eG will refrain from processing the respective application, however, the exhibitor will remain obligated to pay the fee even if the respective application is cancelled.

If an exhibitor cancels their registration with the Spielwarenmesse eG 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 Spielwarenmesse eG 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 participation agreement is concluded following an electronically transmitted registration which is valid without a signature. The decision as to whether an exhibitor, co-exhibitor and exhibits should be admitted or not rests with the Spielwarenmesse eG. A legal claim to admission does not exist.

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

The products specified in the list of products within the scope of the registration shall be deemed to be the basis of the contract. Only articles listed in the application may 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. The 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 prop-

aganda 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/co-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.

The 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.

Together with the admission the exhibitor shall receive the respective access data for the future password-protected use of the Online Service Center.

11. Exhibition activities outside the fair site

If an exhibitor rents showrooms in Nuremberg or its surroundings during the fair Insights-X and exhibits or offers articles belonging to the range of the fair Insights-X during the fair's opening hours, the fair organizer 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 the Spielwarenmesse eG to claim compensation for further damages.

12. Brand and product piracy

Exhibiting products or offering services at the fair Insights-X 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/co-exhibitor submits to the 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, the Spielwarenmesse eG is entitled to cancel the exhibiting contract in force with this exhibitor for products cause and without notice and to immediately close his stand by self-redress. The exhibitor/co-exhibitor affected by these measures will be excluded from participation in subsequent fair Insights-X.

The Spielwarenmesse eG will cancel the above-mentioned sanctions if it is proved by the exhibitor/co-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 the Spielwarenmesse eG adopts measures or rules for the protection of intellectual property or industrial property rights during the fair Insights-X and an exhibitor who is accused of violating the relevant rights of another exhibitor by exhibiting or offering exhibits at the fair Insights-X fails to comply with these measures or rules, the Spielwarenmesse eG shall be entitled to exclude this exhibitor from participation at subsequent fair Insights-X. Claims for damages by the exhibitors concerned against the 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 the Spielwarenmesse eG in a manner fitting to the theme of the fair, and will be notified by e-mail, 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 9m². Smaller stand spaces are only rented in exceptional cases.

The exhibiting contract between the fair organizer 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 two weeks after receipt of the stand allocation. The effectiveness of the exhibiting contract concluded is not affected by any objection. The Spielwarenmesse eG will do its best to take corrective measures, but is not legally obliged to do so.

The 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 the Spielwarenmesse eG are excluded.

The 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 the 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 the Spielwarenmesse eG, 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 the 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 the Spielwarenmesse eG. The 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 the Spielwarenmesse eG has not acted with intent.

14. Stand partition walls

Stand limitations are mandatory unless a stand construction package (see Item 6.2) has been booked or an independent stand system or any other rental stand is used. Stand partition walls can be ordered in a variety of designs from 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 fair Insights-X. The 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 his/her stand.

In addition to the rules above and below, the "Important Information with the Technical Guidelines" 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 the fair organizer. The same applies to inadmissible advertising (find further explanation in the Online Service Center under "important information"). Spielwarenmesse eG has the right to specify performance (Section 315 of the German Civil Code/BGB).

The asphalt floors of the halls may not be painted. The floors of the stands are to be laid with a uniform covering by the exhibitors. Due to the sensitivity of the hall floor, the specifications stated in the "Important Information with Technical Guidelines" must be observed when laying carpets, etc.

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 the 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, it has to be ordered by the forms available in the Online Service Center. The fair organizer 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.

Stands

The minimum construction height is 2.5 m. The maximum construction height is 4.5 m.

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.

The 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).

The Spielwarenmesse eG provides a free service for checking stand plans of single-storey stands submitted on time. For a stand space of 80 m² or more, two copies of the stand plans, for a stand space of 400 m² or more, three copies of the stand plans must be submitted for examination to Spielwarenmesse eG 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 31 July 2023.

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.

16. Assembly and dismantling

Assembly:

Monday, 9.10.2023 from 7 am continuously (from Tuesday, 10.10.2023 6 pm only decoration work on your own stand, the aisles must be kept clear).

Early assembly time is only possible on request on Sunday, 8 October 2023 and against a charge.

Dismantling:

From Friday, 13.10.2023 from 5 pm until Saturday, 14.10.2023, 10 pm.

The halls are open non-stop from Friday night to Saturday morning so that the stand can be dismantled without interruption.

The time for dismantling the stand can be extended to Sunday, 15 October 2023 on request and against a charge.

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 8 pm on Tuesday, 10 October 2023. If a stand is still unoccupied at 3 pm on Tuesday, 10 October 2023 and the 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 and 19).

Dismantling of stands may be started at 5 pm on Friday, 13 October 2023. **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 is to pay the fair organizer 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 5 pm at 13 October 2023. Exhibits or stand materials are not to be placed in the gangways during this time to ensure that the carpets can be removed without hindrance and to ensure the unhindered delivery of empties by the trade fair forwarders. The Spielwarenmesse eG as landlord refers to its right of lien as regards the exhibits.

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 the 31 July 2023. 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 8 percentage points above the base lending rate. The assertion of claims for further or higher damages is not excluded.

The 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 the 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 exhibitor 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.

The 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 constructions and equipment must only be removed from the exhibition grounds once the exhibitor has met all liabilities from this contract; removing these is already contested hereby should the above not be the case.

The exhibitor/co-exhibitor shall inform the Spielwarenmesse eG of the ownership status in relation to these items at any time. If an exhibitor/co-exhibitor fails to meet his payment obligations, the Spielwarenmesse eG may retain these items at its discretion either in their totality or in part and have them publicly auctioned off at the expense of the exhibitor, or sell them directly. The statutory regulations in relation to the realisation of pledged items – to the extent as permissible by law – shall be waived. The Spielwarenmesse eG does not assume any liability for damage to any such items retained unless the Spielwarenmesse eG can be accused of intent or gross negligence.

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 the Spielwarenmesse eG.

The exhibitor must apply for the transfer to third parties or the permission of co-use for third parties by registering the co-exhibitor via the online registration form in the Online Service Center. In doing so, the exhibitor must ensure that he has the consent of the co-exhibitor and that he provides the co-exhibitor with these Terms and Conditions for Participation in Insights-X 2023. A prerequisite for approval by Spielwarenmesse eG for the transfer of partial areas for joint use is that the exhibitor occupies and uses at least two thirds of the total area himself.

Every co-exhibitor will be invoiced for the media package in accordance with the terms set forth under Item 7, whereby the invoice of the abovementioned approval of the Spielwarenmesse eG applies.

Upon receipt of the payment, co-exhibitors shall partake in the services extended by the media-package in accordance with the terms set forth under Item 7. 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 the 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 the Spielwarenmesse eG, the fair organizer 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 the Spielwarenmesse eG.

The exhibitor shall ensure that his co-exhibitors observe the Rules for Exhibitors in accordance with the preliminary remarks and the supplementary regulations in the Online Service Center, the regulations in the order forms and the instructions issued by the fair organizer. 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 the fair organizer, then the fair organizer shall be entitled to also invoice these services to the exhibitor himself; the exhibitor shall be jointly and severally liable.

Separate conditions of participation apply to companies participating in national and international joint stands or organising them. Organisers of joint stands are not considered exhibitors within the meaning of these Conditions of Participation.

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 August 2023 in writing towards Spielwarenmesse eG. The reasons for such termination must be stated. An ordinary termination of the participation agreement is otherwise 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 (cancellation), Spielwarenmesse eG is entitled but not obliged to otherwise dispose of the stand space. The exhibitor's declaration of cancellation must always be made in writing or text form. The exhibitor remains obliged to pay the invoiced exhibiting fee plus the media package and any further services booked (as a cancellation fee) in accordance with the following scale. The amount of the cancellation fee (share of the invoiced exhibiting fee plus media package and any further services booked) is staggered as follows:

- up to 90 days before the start of the event 50 %
- up to 30 days before the start of the event 80 % and
- from 29 days before the start of the event 100 %.

The provisions made regarding the cancellation fee shall also apply to co-exhibitors with regard to the fee to be paid for the media package in accordance with Item 18.

In any case of cancellation, the exhibitor has the right to prove that Spielwarenmesse eG has saved higher expenses than those taken into account in the deduction as a result of the cancellation and has, for example, generated income by making the stand area available elsewhere, which it must take into account. A partial or complete exchange of space with other exhibitors, giving up the previously allocated space, does not constitute income to be offset.

If a stand remains completely or partially unoccupied (no show) by the exhibitor at the start of the fair, the exhibitor must pay, in addition to the exhibiting fee invoiced plus the media package and any other services booked, the costs verifiably incurred by Spielwarenmesse eG due to the necessary rearrangement of the stand or stand space.

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 organiser, 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, sufficiently also in electronic form or text form by the fair organizer.

22. Stand personnel

During the fair and the fixed opening hours all stands must be properly equipped, furnished with the exhibits 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, the fair organizer 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, 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 his exhibitor's name.

Exhibitors will receive two voucher codes for exhibitor passes for stands up to 10 m², plus another free voucher code for each additional space of 10 m² (or part thereof), up to a maximum of 40 passes. The admission of co-exhibitors does not increase the number of exhibitor voucher codes for the main exhibitor.

Each co-exhibitor receives two free voucher codes, provided he has settled his payment obligations to the Spielwarenmesse eG (see Item 18).

Additional voucher codes required can be purchased (for authorized persons only in the Online Service Center). **The electronic pass codes will be sent to exhibitors via e-mail with or after the official approval.**

25. Advertising, stand party, provision of food and drinks

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 the 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.

The 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, advertising carriers, 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).

The 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).

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. The Spielwarenmesse eG reserves the right to impose further restrictions in special cases. In the event of prohibited distribution outside the stand space, the Spielwarenmesse eG will charge the responsible company for the cost of removal and disposal.

Exhibitors and external caterers that are not service partners of Spielwarenmesse eG are not permitted to sell food or drinks at Insights-X (including exhibitor stands); food and drinks 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.

The 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. The Spielwarenmesse eG is entitled to confiscate the recorded material in the event of violation.

The 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 exhibits, and to use such material for press publications and promotion purposes for the 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

If smoking at and/or in the Nürnberg exhibition centre is not generally or partially restricted or prohibited by legal

regulations at the start of or during the period stated in Item 3, the Spielwarenmesse eG is entitled to impose an appropriate ban on smoking at the start of the fair and allow smoking only in the areas provided for this purpose.

28. Security measures

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

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 the Spielwarenmesse eG does not extend the limited liability of the Spielwarenmesse eG as described in Item 29 below.

29. Liability

The 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 the 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 the Spielwarenmesse eG, its legal representatives, employees or agents. Beyond this, Spielwarenmesse eG is liable for other damage caused by a negligent breach of material contractual obligations by Spielwarenmesse eG, its legal representatives or vicarious agents. The liability of the Spielwarenmesse eG in these cases shall be restricted to cases of typical damage and not consequential damage, and then only to an amount of five 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. The 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 Insights-X 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 products and stand fittings. In order to offer all exhibitors the possibility of suitable insurance protection, the 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 and to pay the premium (including insurance tax) by the due date. This insurance policy can be concluded either with the insurance partner of the Spielwarenmesse eG or with another approved insurance company in the European Union. At the request of the Spielwarenmesse eG shall be provided the respective proof.

31. Heating, lighting, electricity and water supply

The 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 special form. Installation and consumption will be charged to the exhibitors if it is not included in the stand construction package.

Only firms authorized by the fair organizer are permitted to make the necessary connections. All orders should be submitted to the fair organizer 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 the fair organizer.

All built-in connections for electricity and telephone – the exhibitor should ask the fair organizer 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. The 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

The 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 service partner 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 service partner 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 Important Information with 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 agents of the fair, since they have sufficient storage space on the fair site. The company Kühne + Nagel (AG & Co.) KG as well as Schenker Deutschland AG have been appointed as official forwarding agents for the fair.

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 the Spielwarenmesse eG. All visitors must identify themselves as such. The right of admission shall be determined by the fair organizer, § 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.

Animals are not allowed on the fair site.

35. Limitation period

Provided the Spielwarenmesse eG has not committed any act of intent, all exhibitor's claims against the Spielwarenmesse eG expire by limitation six months after the end of the month in which the last day of the fair occurs. Provided the Spielwarenmesse eG has not committed any act of intent, all exhibitor's claims against the

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

The Spielwarenmesse eG exercises legal authority throughout the exhibition site during the whole period of the fair Insights-X, and during assembly and dismantling of the stands.

37. Contract penalties

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. The 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/co-exhibitor are recorded and stored in the database of the Spielwarenmesse eG.

The Spielwarenmesse eG 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 will not be used for any other purpose or disclosed to third parties, except for service providers appointed by the Spielwarenmesse eG. The data protection policy of Spielwarenmesse eG also applies, which is available on the Internet at: www.spielwarenmesse-eg.de/en/data-protection.

40. Use of the word mark Insights-X and the figurative mark

The word mark Insights-X and the design mark have been registered as trademarks in Germany. Their use is subject to the approval of Spielwarenmesse eG.

Consent will be granted if their use complies with the CD guidelines of the fair organizer, available on the Internet at: www.Spielwarenmesse-eg.de/fileadmin/Corporate/CD-Guide_Insights-X_EN.pdf

41. Hygiene concept, update of rules of participation

If Spielwarenmesse eG, due to legal or official requirements or recommendations, or due to its responsibility as an organiser, voluntarily specifies a hygiene concept for carrying out Insights-X, 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.

