

GENERAL CONDITIONS OF PARTICIPATION

Offenbach Simracing Trade Fair & Convention

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1. EVENT



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2. LOCATION



Messe Offenbach
Kaiserstraße 108-112
63065 Offenbach am Main

3. OPENING TIMES

Please refer to the corresponding service folder.

4. ORGANIZER

Messe Offenbach GmbH
Kaiserstraße 108-112
63065 Offenbach a.M.
Fon: +49 69 829755-0
Fax: +49 69 829755-60
info@messe-offenbach.de
www.messe-offenbach.de

Managing Director: Dipl.-Volksw. Arnd Hinrich Kappe
Registration office · Offenbach a.M. HRB 2206

5. PROGRAM

The Offenbach Simracing Trade Fair & Convention (following SIMcon) is a specific event for simracing (eSports), hardware, software and gaming. Organizer is Messe Offenbach GmbH, following Messe Offenbach or Organizer.

6. SALES REGULATIONS

6.1 Exhibitors are permitted to accept orders to conclude sales contracts. The handover of goods to third parties is also permitted at the event itself.

6.2 Open price labeling is permitted on the stands and on the exhibits or advertising material.

6.3 Direct sales to end consumers are permitted.

7. APPLICATION

7.1 The application is for the SIMcon participation November 6 + 7, 2021.

7.2 Application must be submitted punctually, using the official application form. The completed application form with the legally valid signature counts as a binding contract offer of the exhibitor, which needs to be accepted by Messe Offenbach.

7.3 Once the application form has been received, registration for SIMcon at Messe Offenbach is complete. A written confirmation of the registration will be sent by Messe Offenbach.

7.4 By filling in and returning the application form the exhibitor accepts the General Conditions of Participation for the SIMcon as well as the supplements of the "House Rules", and the "Technical Guidelines". This obligation shall also extend to the persons employed by the exhibitor at the event, other participants registered by the exhibitor and other agents.

7.5 The exhibitor shall be obliged to comply with relevant labour and trade legislation, environmental protection regulations, fire protection regulations, accident prevention regulations and the provisions of competition law. The exhibitor shall also personally comply with EU Regulations No. 2580/2001 and No. 881/2001, especially in regard to finance and personnel. The exhibitor shall continuously monitor compliance with the above mentioned regulations by the persons whom he employs at the event, his other registered participants and other agents. In the event an infringement of this obligation, the exhibitor shall intervene and/or inform the organizer about the infringements.

7.6 By submitting the application form, the exhibitor hereby agrees to his data being recorded, processed and used for the purpose of organizing the event and for purposes of advertising, market research or opinion research – in accordance with the latest version of the Data Protection Act – and to these data being passed on to third parties in connection with the above mentioned purposes. The exhibitor shall hereby give his consent in this respect, unless he has filed an express objection. The exhibitor shall also be obliged to take part in electronic visitor recording and evaluation programs,

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and shall agree to the publication of information relating to his participation via electronic media, including the Internet.

- 7.7 The application is not transferable and is binding to the applicant, irrespective of whether organizer can give permission to exhibit or not. Applications subject to reserve will not be considered.

8. ADMISSION

8.1 Permission to exhibit can be given to all domestic and foreign manufacturers whose products correspond to those exhibited at the SIMcon. Commercial agents, wholesalers and importers may display products of the companies they represent. In this case they need a written declaration of consent from the manufacturers concerned.

8.2 Permission for participation of the applicant and the described goods is given by Messe Offenbach. There is no legal claim for participation. The organizer is entitled to exclude exhibitors from participation for justified reasons and if necessary, for the aim of the event, to reduce permission to special exhibitor groups. Furthermore, Messe Offenbach is entitled to reduce the goods applied for as well as to make a change to the stand space applied for.

8.3 Private and trade visitors are permitted for the event.

9. FLOORPLAN AND ALLOCATION

9.1 The stand is allocated by Messe Offenbach in accordance with thematic demands and structure of the SIMcon as well as under consideration of the space available. There is no claim with regard to the position or size of the stand. The organizer will try to consider the exhibitors' requests. Special requests for location listed in the application form will be considered within the bounds of feasibility. Not only the chronological sequence of the applications received is decisive for stand space allocation.

9.2 With the written confirmation of registration from Messe Offenbach, a legally binding participation contract has been concluded between Messe Offenbach GmbH and the exhibitor.

9.3 Messe Offenbach may withdraw from the exhibition contract if it has been concluded under false pretenses or giving false information. Such

cancellation terminates all rights given to the exhibitor in the participation contract.

9.4 Messe Offenbach is entitled to make changes to size, format and location of the allocated stand space. The necessity of such a change will be immediately reported to the exhibitor, who will be offered an adequate stand place if possible. If the change affects the stand rent, the exhibitor will receive a credit entry or a subsequent charge.

9.5 The exhibitor has to accept that the position of other stands may change after the point of permission and is not entitled to raise any claims.

9.6 The exchange of the allocated space with another exhibitor is not permitted without the consent of the Messe Offenbach.

10. SUBTENANCY

The exhibitor is not entitled to sublet or otherwise transfer the whole or part of the allocated stand space to third parties unless the organizer has given written permission to do so. An according application must be made at least 6 weeks prior to the fair. In this case, the subtenant or subtenants are required to pay an administration fee to Messe Offenbach. Unauthorized subtenancy will result in the exclusion of the subtenant who, notwithstanding, will be liable for payment of the administration fee. The principal tenant will have joint liability.

11. Participation Price

11.1 The participation price is made up of a marketing contribution, price per square meter, AUMA and electricity charges for the booked space. Individual ancillary costs for additional services are shown separately on the invoice. All prices are excluding of VAT and will be invoiced with 19% German VAT.

11.2 Price per sqm is charged for the exact size of the stand. Pillars and other permanent fixtures are included in the stand space rented. Fractions of a sqm will be charged as a full sqm.

11.3 An AUMA service fee per sqm of stand will be charged for the activities of the Association of the German Trade Fair Industry (AUMA), Littenstraße 9, 10179 Berlin (amount see price list). This service fee will be listed separately on the invoice.

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12. EXHIBITION GUIDE

On payment of the participation price, the exhibitor is entitled to be listed in the exhibition guide published by Messe Offenbach. Form and size are given in the regulations for guide entries prevailing at the time, which are included in the service folder. Messe Offenbach excludes all liability for incomplete or inaccurate entries in the guide.

13. TICKETS AND WORK PASSES

On payment of the participation price, each exhibitor receives a number of exhibitor-tickets free of charge depending on the size of the stand. Subtenancy does not increase the number of free exhibitor tickets. Additional tickets may be purchased separate. In addition, each exhibitor will receive free work passes for himself and the employed persons for the construction and dismantling period. These work passes are only valid for the construction and dismantling days and not to enter the fairground during the event.

14. TERMS OF PAYMENT

The invoice must be paid in its total amount, without any deduction, stating the invoice number within 14 days after the invoice has been issued. The invoice is usually issued four weeks after creating the confirmation of the registration. No provision shall be made for deferral of payment in the event of any deviation from this regulation. Any objections concerning the invoice may only be considered if they are reported 14 days after the invoice date.

15. TERMINATION OF THE CONTRACT

15.1 Withdrawal

After giving permission to participate the exhibitor must pay the participation price even if he cancels the participation. The amount is depending on the date of cancellation according to the event date.

- Cancellations by July 31, 2021 - cancellation fee 50% of the participation price + € 350.00 marketing contribution
- Cancellations from August 1, 2021 - cancellation fee 100% of the participation price + € 350.00 marketing contribution

15.2 Termination of the contract by the organizer

The organizer is entitled to revoke permission and rent the allotted space to another exhibitor if:

- it is recognizable that the stand will not be occupied punctually (latest 24 hours before the official fair opening);
- the participation price have not been paid and an appropriate time limit has elapsed unsuccessfully;
- the requirements for permission of the applying exhibitor are no longer given or for any reasons which would have justified a denial of the exhibitor if they would have been known by Messe Offenbach in time (such as a filed application to institute court proceedings against the exhibitor for legal settlement or bankruptcy, gross violation of the principles of fair competition);
- the conditions of participation or the house rights of Messe Offenbach have been violated.

Notwithstanding this, the exhibitor is liable for complete payment of the participation price until the date of termination of the contract. Similarly the exhibitor is liable for invoices addressed on his order to a third party. In the case that the stand is successfully disposed of to another exhibitor, the former tenant is liable for 25% of the participation price as a compensation.

16. ACTS OF GOD

- 16.1 In the case the exhibitor cannot participate in the fair due to unforeseen circumstances beyond the control of the exhibitor or the organizer (acts of god), the participation price will be reduced to 50%.
- 16.2 In case of force majeure preventing the SIMcon from being held according to plan, Messe Offenbach has to inform the exhibitors immediately.
- a) Cancellation of the fair prior to its opening: in this case a claim can be made against the exhibitor for an amount up to 25% of the participation price as compensation for general costs.
 - b) Close the fair at the time of its opening or curtail of duration: in this case the exhibitor will pay the full amount of the participation price and all other costs.
 - c) Postpone the fair: exhibitors with proof that postponement entails on overlapping of dates with another fair which they have firmly booked to participate, are entitled to claim withdrawal from the contract. In this case they are required to pay 25% of the participation price as compensation for general costs.

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16.3 In the case that the organizer is responsible for the inability to hold the fair, no stand rent will be owed. Claims for damage are excluded in all cases for both parties.

17. LIABILITY AND INSURANCE

17.1 Messe Offenbach is insured against legitimate liability. This only covers liability for damage to persons and property for which it can lawfully be held liable. The organizer is not liable for damage to exhibits or stand equipment, not for subsequent damage. The exhibitor is required to take out insurance against usual insurable risks such as fire, burglary, theft, breakage and water damage as well as transport risks to and from the fair. Liability for damage not covered by the above mentioned insurance is explicitly excluded. Exhibitors failing to take out insurance acknowledge their renunciation of all claims against the organizer for damage which would have been covered by one of the above mentioned insurance.

17.2 Messe Offenbach recommends all exhibitors who do not have a permanent exhibition insurance to take out a timely limited exhibition insurance for the duration of the fair. Exhibitors failing to take out insurance acknowledge their renunciation of all claims against the organizer for damage which would have been covered by an appropriate exhibition insurance.

17.3 All damages must be reported immediately in writing to the police, insurance company and the organizer.

18. CONSTRUCTION AND DISMANTLING

Please refer to the service folder.

19. DESIGN AND EQUIPMENT

19.1 Each stand must be designed to fit in the all-over picture of the SIMcon and on principle must be so flexible constructed that mounting and dismantling is possible at any time. For all stand conceptions a transparency of 30% has to be respected. Each stand must be designed and constructed in a way that visitors can see into the stand from the aisle without actually having to enter the stand. This may be achieved by constructing entrances or passageways or by installing transparent materials. Stand walls

adjoining the aisles may be constructed of non-transparent material up to a length of 3 meters only. A transparent opening of at least 1 meter must then allow visitors to look into the stand. Displays and show cases or similar suitable presentation equipment for the display of products may be integrated into the stand alternatively. Exhibitors who have made an application to participate in the SIMcon explicitly give their agreement to this ruling. Prior to commencing construction, the exhibitor engages to submit the plans for his stand to Messe Offenbach for approval. Furthermore, the tenant needs to inform Messe Offenbach about the names of companies which have been authorized to construct and design the fair stand.

19.2 Special regulations issued by Public Authorities need to be obeyed for the stand construction. Police, firemen, trade inspectors and public order authorities as well as members of Messe Offenbach will have access to the stands at all times. Any instructions they may give needs to be followed.

19.3 The organizer is entitled to claim the modification or dismantling of stands, whose construction has not been approved or does not confirm with the participation conditions. If the exhibitor does not follow this claim the stand may be modified or dismantled by the organizer on the costs of the exhibitor. In case a stand must be closed for the same reasons, the exhibitor is not entitled to claim a restitution of the participation price.

19.4 Technical Guidelines

- a) The stands will be marked with numbers of uniform design provided by Messe Offenbach.
- b) A sign with the company name of the exhibitor must be clearly visible on the stand.
- c) On receipt of confirmation of the allocation of the stand, each exhibitor is required personally to check at the site, the position and size of any permanent fixtures such as pillars and supply lines and inform the stand constructor accordingly.
- d) The limits of the stand are not allowed to be exceeded.
- e) The maximum height of the stand is depending on the stand location 1.50 till 2.50 meters. With approval of Messe Offenbach the stands of hall A2 lengthwise and ATRIUM may be constructed

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- higher. After the allocation the exhibitor receives the corresponding measurements and a floorplan.
- f) Stand roofing are permitted in the form of open-work only (slats, lattice-work, etc.). A minimum of two thirds of the roof area must be open to allow free circulation of air.
 - g) Fabric coverings are only permitted with corresponding admission (certificate B1) for sprinkler systems.
 - h) All materials used in the construction and decoration of stands must be flame-resistant (certificate B1). Electric coffee makers may only be used on top of a fire proof pad made of stone, ceramics, etc.
 - i) Carpeting and other materials may not be stuck to the floor of the halls. To fix floor coverings, a high-quality adhesive tape (such as Tesa-Fix 4964) must be used that can be removed without residues. The exhibitor will be charged with the costs for necessary cleaning.
 - j) Light beams or other objects may not be fixed on the ceiling installations.
 - k) The usage of plastic cables ties is forbidden. Metal cable ties must be used.
 - l) Spots heavier than 2 kilos must be secured with safeties additionally.
 - m) The mounting of lighting outside the stand limit is allowed in case of exception and is subject to the liability of the exhibitor.
 - n) Electrical equipment installed on the order of the exhibitor must comply with VDE (German electric) regulations. A certificate from the electrical company carrying out these installations can be demanded for presentation by Messe Offenbach for the fire brigades and supervision of construction. The exhibitor is liable for all damage to persons or property caused by his stand construction or exhibiting goods.
 - o) No compressed gas tanks may be stored on the exhibition stands) Packaging materials have to be removed from the stand before the fair begins. Storage on the fairground is prohibited according to fire prevention regulations.
 - q) Drilling holes and other damages of the walls and pillars is prohibited. The exhibitor will be charged for the costs

20. ELECTRICITY AND WATER SUPPLY

- 20.1** Electricity supply (230 V) is included, heavy current or water connections can be requested with the according forms of the service folder.

The costs will be charged to the exhibitor together with the electricity charge.

- 20.2** All installations from power and water supply points to the stands will be carried out exclusively by companies authorized by Messe Offenbach. The exhibitor is not permitted to interfere in any way with the halls' permanent supply lines.
- 20.3** VDE (German electric) regulations must be observed for all electrical equipment ready for operation. The exhibitor must ensure that the installation, modification and servicing of electrical installations and operating equipment are carried out in accordance with the electric-technical regulations by skilled electricians only or under the supervision of a skilled electrician. The exhibitor must also ensure that the electrical installation and operating equipment are operated in accordance with the electric-technical regulations. Messe Offenbach reserves the right for an examination of the electric installations and appliances.

20.4 Technical guidelines for the power connection

- a) Each stand has an electricity counter.
- b) A distributor with 3 safety sockets (A.C. up to 3 kW/230V) and a special socket to be used for refrigerators (not in hall 4) is provided by the organizer. The distributor is placed on a height of min. 2.60 meters.
- c) For safety reasons, all hall and stand lighting will be switched off at 11.00 p.m. during the fair. Refrigerators have their own circuit and are not affected when the electricity is switched off at night.
- d) Heavy current is available in the halls, the request for it may be reported at least 6 weeks prior the fair's start.

21. GENERAL SERVICES AND FACILITIES

21.1 Electricity and air-conditioning

Messe Offenbach will provide general heating, air condition and lighting in the halls.

21.2 Car parks

For the duration of SIMcon Car-parks are rented by Messe Offenbach and form a constituent part of the fairgrounds. Car-parks are subject to a parking fee. Parking spaces marked for use by disabled persons and press are to be kept free. In the case of illegal parking, Messe Offenbach is entitled

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without prior warning to have the parking space cleared at the cost of the offender.

fairgrounds must be reported immediately to the organizer.

21.3 Cleaning services

Exhibitors have to take care of their waste disposal on their own. The organizer arranges the cleaning of the fairgrounds, halls and passageways. The cleaning of the stands is the responsibility of the exhibitors and must be completed each morning prior the opening of the fair. If an exhibitor wishes to have his stand cleaned by a cleaning company, the organizer is offering a service accordingly. In the interest of the environment and an environmental compatible exhibition the exhibitor is legally obligated to reduce packing material and garbage as well as to use environmental safe and recyclable packing-, decoration- and information material.

21.4 Security services

The organizer engages uniformed security officers from a security firm for general safeguarding in the halls and for admission control. All persons present on the fairgrounds must be in possession of a valid admission pass which, on request, is to be shown at all times to security officers. The halls are guarded at night only, at a time from end of the fair to beginning of the fair. The security service starts in the night before the first fair day and ends in the night after the last fair day. No security services are provided at other times allowed for the construction and dismantling of the stands. The guarding and security of the individual stands or parts of stands is not included in the general security services. Exhibitors are therefore strongly advised to take out their own special exhibition insurance. For individual stand security the exhibitor may hire personnel from the security company authorized by Messe Offenbach at his own cost. Please also see order form for security.

21.5 Telephone/Internet/WiFi

Requests for telephone/internet and/or WiFi at the stand can be made at Messe Offenbach. An appropriate application form is provided in the service folder.

21.6 First Aid

For the duration of the fair, a permanently staffed first aid room is open. Red Cross signs show the way to the room. All accidents occurring on the

22. STAND OCCUPATION

The exhibitor is required to display his exhibits on the stand and to provide competent personnel for the entire duration of the fair – unless explicit application has been made for a prestige stand only. If this application has not been made and it is a mere stand for representation or advertisement purposes, this is considered to be against the rules of the exhibitors and can be fined up to € 5.000,-. The same is valid for exhibitors, who close their stand before the end of the fair.

23. ADVERTISING

23.1 Advertising must be confined to the exhibitor's stand unless Messe Offenbach provides advertising space or other facilities which may be additionally rented or used for extra charges.

23.2 The exhibitor is entitled to advertise his own displayed products. Advertising for other companies or products or similar events is not permitted. Audiovisual advertising or demonstration material requires the permission of the organizer, for which application is to be made in writing. In the interest of an orderly conduct of the fair, the organizer is entitled to withdraw this permission in the case of justified complaints.

23.3 Public regulations and copyright rules are to be respected. For the reproduction of music at the stand, permission must be obtained from the GEMA (German Copyright Supervision Association) in accordance with §15 of the German copyright law of September 9th, 1965.

23.4 Foreign exhibitors have their attention drawn to the necessity of observing the German Law of Competition which includes the prohibition of comparative advertising.

23.5 Advertising material contrary to regulations required by law, offensive to standards of decency or good taste or of ideological or political character is not permitted. The organizer reserves the right to decide whether these rules have been observed and if the advertising may be permitted. Surveys, tests, competitions or raffling are not allowed outside the stand. Exceptions to this rule are surveys of Messe Offenbach.

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24. USE OF THE OFFICIAL LOGO

The logo of SIMcon may be used by the exhibitors in information concerning their display program or in material used to invite visitors to their stand. No other use may be made of the logo without written permission of Messe Offenbach.

25. PHOTOGRAPHY. SKETCHES. FILMS

25.1 Commercial photographing, sketching or filming of persons or displayed products on the fairgrounds is only permitted to persons in possession of a valid permit issued by Messe Offenbach.

25.2 Messe Offenbach and - with the approval of the organizer – press journalists and television stations shall be entitled to photograph, draw and make film and video recordings of the event, the exhibition buildings/stands and the exhibited items, and to use these photographs, drawings and recordings free of charge for advertising purposes or press publications.

25.3 Photos, sketches, films and other documentary material produced by Messe Offenbach may be used by the exhibitors only with the permission of Messe Offenbach. Their use for commercial purposes is not permitted.

26. PROTECTION OF INDUSTRIAL PROPERTY RIGHTS

26.1 The participant shall be solely responsible for protecting copyright or other industrial property rights relating to the exhibits.

26.2 For its fairs the organizer will apply for the temporary protection of samples and trademarks at fairs and exhibitions held in the Federal Republic of Germany, Six-month protection from the start of an event in accordance with the Law Relating to the Protection of Samples at Exhibitions dated 18 March 1904 (Reich Law Gazette, page 141) and the Trademark Reform Law dated 25 October 1994 (Federal Law Gazette 1, page 3082) shall only take effect if the Federal Minister of Justice has published a corresponding announcement in the Federal Law Gazette for a specific exhibition (exhibition protection). Notwithstanding, it is the responsibility of the exhibitor to protect his exhibits against violation of protection regulations. The protection during the fair of inventions for which patents have been

applied is not covered by an application for temporary protection of samples and trademarks.

It is the responsibility of the exhibitor to register his invention prior the beginning of the fair with the Deutsches Patentamt (German Patent Office), Zweibrückenstrasse 12, D-80331 München (for Germany) and/or, in accordance with the European Patent Convention, with the Europäisches Patentamt (European Patent Office), Erhardstrasse27, D-80331 München.

26.3 An obligation for the organizer to intervene in the case of violation of protections rights is not given. Claims for liability against the organizer can in no case be asserted.

27. HYGIENE CONCEPT

Messe Offenbach is in constant contact with the relevant authorities and responsible health authorities. This ensures that all legal regulations and measures within the framework of the implementation of SIMcon are complied with. In addition, additional measures are taken that are adapted to the specific circumstances and requirements of the event. Compliance with the hygiene regulations, the distance regulations and the other occupational safety standards SARS-CoV-2 (BMAS) are guaranteed at all times. Messe Offenbach will make the currently valid version of the hygiene concept / catalog of measures available to the exhibitors electronically at regular intervals.

28. HOUSE AUTHORITY

The organizer will exercise its house rights throughout the area of the fairgrounds for the duration of the fair, including the times for construction and dismantling, and is entitled to issue instructions. Animals are not permitted on the fairgrounds

29. AMENDMENTS AND VERBAL AGREEMENTS

All agreements, individual arrangements and special regulations are required in writing. Verbal agreements are not valid until they have been confirmed in writing by the organizer.

30. LIMITATIONS

All claims by the exhibitor against Messe Offenbach lapse within 6 months, beginning at the end of the month in which the closing day of the fair falls

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31. INEFFECTIVENESS OF SINGLE PARAGRAPHS

The ineffectiveness of single paragraphs of these general conditions of participation or further contract conditions does not affect the effectiveness of the complete guidelines or the conditions listed in the contract.

32. PRIORITY

Only the German version of the contractual conditions shall be authoritative in regard to the legal relationship between the contracting parties. The German text shall be legally binding.

33. PLACE OF PERFORMANCE AND JURISDICTION

Place of performance and jurisdiction for all mutual obligations is Offenbach am Main only. The contract is governed exclusively by German Law.

Offenbach a.M., 1st July, 2021.

The General Conditions of Participation for events of the Messe Offenbach refer to the General Conditions of Participation for trade fairs and exhibitions of the members of IDFA (Pool of German Trade Fair Organizations and Exhibition Cities). Its members are the trade fair and exhibition companies in Bremen, Dortmund, Essen, Friedrichshafen, Hamburg, Karlsruhe, Leipzig, Offenbach, Pirmasens, Saarbrücken and Stuttgart.