

General Terms and Conditions for Participation in the Berlin Board Game Con 2020

1. Organizer

Berlin Brettspiel Con Event GmbH
Simon-Dach-Str. 21
10245 Berlin
Geschäftsführer:
Johannes Jaeger

2. Event

Berlin Brettspiel Con 2020

3. Event location

STATION-Berlin
Luckenwalderstr. 4-6
10963 Berlin

4. Period of the event

Fr. 17 July 2020 to Sunday 19 July 2020

5. Opening hours

Exhibitor and sales areas (Hall 3):

Sat., 18.07.2020 9.30 - 19 hrs

Sun., 19.07.2020 9.30 - 18 hrs

Event and play area (Hall 4+5):

Fri, 17.07.2020 19.00 hrs - 2 hrs

Sat, 18.07.2020 9.30hrs - 2hrs

Sun. 19.07.2020 9.30 hrs - 18 hrs

6. Set-up and dismantling

Set-up: Fri, 17.07.2020 8 hrs - 21.30 hrs

Dismantling: Sun., 19.07.2020 18 hrs - 21.30 hrs

Mon., 20.07.2020 8 hrs - 17 hrs (Hall 3 only)

The stands must be set up one day before the start of the exhibition by 3 p.m. at the latest, otherwise the organizer must assume that the stand will not be occupied. The stands must be completed one hour before the start of the exhibition and all packaging material must be completely removed from the stand and corridors. This period does not apply if tables and chairs are booked through the organizer and the stand is set up by him. It is strictly forbidden to start dismantling before the event closes. In the interest of all participants, partial clearance is also not permitted. In the event of non-compliance, a fine of at least € 200,- will be imposed on the exhibitor concerned and exclusion will be granted for all subsequent events.

7. Registration, Admission

The registration requires the written form on the forms sent by the organizer. On the basis of the information provided there, the exhibitor will receive a binding offer from the organizer, together with the enclosed 1st partial invoice for the stand area. The registration shall be valid either by means of a quotation stamped with the company's stamp and signed with a legally binding signature and returned to the exhibitor or by transfer of the invoice amount from the 1st partial invoice. With his signature or the transfer of the invoice amount, the applicant bindingly accepts the conditions of participation, the valid prices and the technical guidelines in all points. He shall be liable for ensuring that the persons employed by him at the event also comply with these conditions. There is no legal entitlement to admission. The organizer may refuse or revoke the admission without giving reasons. He is entitled to exclude individual articles before and during

the exhibition. Exclusion of competition is not granted for reasons of competition law.

8. Booth

The organizer shall make the exhibition space available in the registered size. Stand allocation shall be carried out exclusively by the Organizer. There will be **no partition walls** on the exhibition areas. Company-owned system stands must be set up by the exhibitor himself. Placement requests will be considered as far as possible. The organizer is at liberty to relocate stands and advertising space to another location than confirmed for organisational reasons or for reasons of overall appearance. Berlin Brettspiel Con Event GmbH may, if important circumstances so require, allocate a space in a different location or change the size of the stand by up to 10% of the registered space, in deviation from the reasons given in the admission. **Objects may not protrude from the outer edge of the stand. The aisles must be kept clear in all cases.** No trip thresholds may be placed in the aisles. **Between two rows of tables (table edge to table edge) there is 1.50m space for seating and visitors.** Doors, windows, walls and floors in the hall must not be covered with adhesive. Exhibitors will be charged a handling fee of € 50,- for any damage or alterations to the hall equipment caused by exhibitors.

Decoration, advertising and other superstructures and installations shall comply with the fire safety conditions and, if necessary, the building regulations. In any case, they must be flame-retardant (fire protection class B1, fire protection standard DIN 4102-1). The corresponding certificates must be available at all times.

9. Booth rental, cost accounting

If payment is made by 31.12.2019 a discount of 10% on the booth price will be granted. The discount will be calculated and shown in the invoice of the organizer. The area is not considered reserved until payment has been received. For (re-)bookings of any kind, from 1st of June a surcharge of 25% will be charged. For (re-)bookings of any kind, from 1st of July a surcharge of 75% will be charged. The payment dates stated in the invoice must be adhered to. Timely payment of the invoice amounts and fees is a prerequisite for moving into the exhibition space, for registration in the programme booklet and for issuing exhibitor passes. All invoice amounts and fees in all invoices issued by the organizer in connection with the event shall be transferred in EURO to the account stated in the invoice without deduction of any charges. All fees and services are exclusive of 19% VAT. In the event of late payments, default interest of 5% above the respective discount rate will be charged. The organizer may revoke an admission if the 1st partial invoice for the booth area has not been paid in due time. If an exhibitor does not comply with the terms of payment by the start of construction, the organizer may, after a reminder, dispose otherwise of the confirmed stand without the payment obligation of the first orderer expiring. Costs will be charged as for withdrawal plus reminder costs and extra expenses. The organizer has the right to claim the landlord's lien in accordance with § 559 BGB to secure his claims. The stand may not be occupied without full payment of the 1st partial invoice before

the start of the event!

10. Withdrawal from registration

The exhibitor may not derive any claims for damages or a right of withdrawal due to obstacles (e.g. columns, girders, wall projections, power distribution boxes, etc.) which are located in front of or in his booth or its floor or - occurring due to the particular nature of the terrain or weather influences - due to the special nature of the terrain or the weather. If the exhibitor withdraws from the contract or if the booth is allocated elsewhere as a result of default in payment in accordance with No. 9 of the Conditions of Participation, a processing fee of 25% of the total invoice amount (but at least € 50,-) plus the statutory VAT of 19% must be paid to the organizer within 10 days. In the event of withdrawal by the exhibitor, the latter shall pay a lump-sum compensation fee: 60 days prior to the start of the event 50%, 30 days prior to the start of the event 100% of the invoice amount. The exhibitor reserves the right to prove that the organizer has incurred no or only minor damage. If damages are claimed from the exhibitor, the amount of the contractual penalty shall be set off against the claim for damages. Claims of the Exhibitors against the Organizer which are not asserted in writing at the latest 10 days after the end of the event shall be forfeited. No reduction claims can be asserted if the organizer assigns the stand not occupied to another exhibitor.

11. Changes

The event may be cancelled, shortened, postponed or extended for compelling reasons for which the Organizer is not responsible, in particular in the event of force majeure, including the consequences of any fire, explosion or water intrusion which may have occurred in the premises of the venue (see 3.). In this case, the exhibitors shall neither be entitled to withdraw from the contract nor to claim damages. The transferred amounts remain the purely legal property of "Berlin Brettspiel Con Event GmbH". If, for compelling reasons, the event is relocated to a period other than that foreseen or the venue is relocated by the Organizer to another location in the vicinity, the agreements made shall also remain valid for a new date and location. The exhibitor may not derive any claims for damages from the relocation of the date, place or cancellation of the event. If the event cannot take place due to unforeseeable events, the Organizer shall be entitled to pass on to the Exhibitors the costs incurred by him in the amount of 25% of the respective space rental. In addition, the organizer may demand reimbursement of any special expenses applied for. The organizer has the sole right to relocate a stand without giving reasons. In the event of booth relocation, the exhibitor may not assert any claims for a reduction in price.

12. Co-exhibitors, additionally represented companies, subletting

The admission of one or more sub-exhibitors is subject to an additional fee, per sub-exhibitor of € 100,- plus 19% VAT applicable since 2007. The exhibitor may not relocate, exchange, share or transfer all or part of his stand to third parties without the prior written consent of the organizer. In the event of non-compliance, the exhibitor must pay an additional 50% of the stand rent plus VAT before the end of the fair.

13. Participants of special events

The registration of special events (e.g. certain events,

tournaments, etc.) is binding. In the event of non-attendance or non-execution of the registered events, the organizer is entitled to charge the full amount of all costs incurred for the provision of space and equipment as well as other costs incurred to the provider.

14. Visitor advertising, company advertising

The organizer takes over the visitor advertising. Company advertising of any kind (flyers, lots, etc.) is only permitted within the rented booth or as part of a booked marketing package. Advertising for non-exhibitors (suppliers, partners, etc.) by displaying flyers, business cards, brochures, etc. requires the separate approval of the organizer.

15. Electricity, water, wastewater

The general basic lighting is the responsibility of the organizer. Connections and devices which do not comply with the relevant provisions of VDE and CE in particular, or whose consumption is higher than reported, can be removed or put out of operation by the exhibition management at the customer's expense. The booth owner shall be liable for all damage caused by equipment that has not been reported and connected improperly. Self-installation of electrical and water connections by exhibitors is prohibited! Installations may only be carried out by authorized specialist companies. Each exhibitor is fully liable for any damage that may occur and its consequences, including damage and operation with defective equipment. The organizer is not liable for interruptions or power fluctuations of the water and power supply. All wastewater must be collected and disposed of by the booth owner himself. Disposal via the manhole covers on the event site is prohibited due to environmental regulations. In the event of non-compliance, the booth owner shall be liable for any cleaning costs incurred.

16. Exhibitor passes

Exhibitor passes will only be issued after the 1st partial invoice has been paid in full. They will be issued in the personal name of the exhibitor and his employees. The passes are not transferable. (§ 123 StGB). For the duration of the event, each booth will receive 2 exhibitor passes for the first 10 m² and 1 pass for each additional 10 m² of exhibitor space. Additional exhibitor passes can be requested from the organizer for € 25,- plus VAT per pass. Passes are intended exclusively for booth personnel. In the event of misuse, the passes will be confiscated. The admission of sub-exhibitors does not entitle the holder to additional free exhibitor passes.

17. Cleaning

The general cleaning of the exhibition will be arranged by the organizer to the exclusion of all liability. After each exhibition day, each exhibitor must dispose of the garbage produced on the booth himself. Booth cleaning for 3€/m² can be booked through the organizer. The exhibitor booths will be cleaned with a brush and must be returned to the organizer in the same condition after the event. Any stickers, posters, wallpaper and coverings must be completely removed by the exhibitor at the end of the exhibition. In the event of non-compliance, the exhibitor will be charged the cleaning fees. Minimum costs: € 100,-

18. Liability, insurance

The organizer has taken out liability insurance against the usual insurable risks within the framework of an exhibition. Force majeure excludes liability. The

organizer accepts no liability for damage to the exhibitor's booth, the exhibitor's goods or for their loss, nor for goods, decorative materials or the like provided, as traces of use must be expected. Every exhibitor is strongly advised to take out adequate insurance cover himself. Each exhibitor is solely liable for personal injury and damage to property within the exhibition booth. He must insure the exhibition goods at his own expense and take out liability insurance. Damage caused by exhibitors or their suppliers must be reported to the organizer immediately, witnesses must be called and documented in writing if necessary, and the liability of the person causing the damage must be accounted for.

19. Surveillance

For the duration of the event a separate security will be engaged. The building will be locked for the night, but the exhibitor must ensure that valuable and easily removable objects are kept under lock and key. The hall must be vacated no later than 30 minutes after the end of the event (exception: dismantling day or agreements with the organiser). The entire electrical installation of the booths must be switched off and taps must be closed. In the event of non-compliance, the organizer shall shut down or close the stands at the exhibitor's expense. The organizer has the householder's rights within the entire exhibition.

20. Parking and delivery

A deposit is required to access the area of the STATION-Berlin. The deposit is 100€ per vehicle and trailer in cash. We kindly ask you to keep the amount ready. No acceptance of 500€ notes. The deposit is forfeited if the departure time is exceeded. The departure time is to be taken from the deposit receipt.

No parking spaces are available on the rented areas nor on the area of the STATION-Berlin. The exhibitor must take this fact into account and, if necessary, apply to the Road Traffic Licensing Office for alternative parking spaces in the vicinity of the STATION-BERLIN. The exhibitor shall bear any resulting costs.

The exhibitor must also ensure that the fire brigade access zones are free of vehicles no later than 2 hours before the start of the event. The pavements and the area in front of the main entrance must be kept clear of vehicles.

In the event of non-observance, the exhibitor shall be fully liable for all damage caused by him or his suppliers. Urgently necessary subsequent deliveries during the event must be reported to the organizer and must be made quickly and without nuisance to co-exhibitors and visitors. The vehicles must be removed immediately after loading or unloading from the approach zones described.

21. Playing music, GEMA registration

Playing music on the booth is only permitted with the permission of the organizer. For this purpose, a valid GEMA registration must be submitted 14 days prior to the start of the event. The sound system may only extend over the own stand area and may not interfere with neighbouring stands.

22. Sale

Exhibitors are generally permitted to offer goods for sale on their booths as long as they do not violate any laws. Dealers who intend to offer most of the goods without board game cover must notify the

organizer, who may withdraw the exhibitor's registration if the offer does not suit the character of the event.

Food and beverages may not be offered for sale or made available free of charge by exhibitors without the written permission of the organizer.

23. Miscellaneous

Emergency exits must not be obstructed. Point loads on the stands must be notified in advance to the organiser in writing. Gas appliances are not permitted in closed rooms! Flammable materials and substances must be flame-retardant and, if necessary, be brought into this condition by treatment (spray or immersion bath). A corresponding certificate must be presented on request. **Smoking is absolutely prohibited in all halls of STATION-Berlin**

24. Assertion of claims

Claims of the lessee against Berlin Brettspiel Con Event GmbH, its employees or vicarious agents of any kind shall be asserted in writing against Berlin Brettspiel Con Event GmbH no later than 2 weeks after the end of the event. Claims of the lessee received later will no longer be considered (exclusion period).

25. Acknowledgement

By registering, the exhibitor acknowledges these conditions in all respects and undertakes to observe all local, building, fire and trade police regulations and ordinances. Special agreements must be made in writing. Verbal agreements are invalid.

26. Place of performance, place of jurisdiction

As far as permissible, the exclusive place of jurisdiction shall be Berlin.

Last update: 20.11.2019