

www.anuga-india.com MUMBAI, 28.-30.08.2024



# ENGAGE, EXPERIENCE, EVOLVE

India - The Land Full of Business Opportunities for the Food & Beverage Industry

## YOUR APPLICATION FORM







Client number (to be filled out by organiser						

Name of main exhibitor:

Koelnmesse Pvt. Ltd. (formerly known as Kolenmesse YA Trade Fairs Pvt. Ltd.) 203, Inizio, Cardinal Gracious Road, Opp. P&G Plaza, Chakala, Andheri (East), Mumbai - 400099, India Tel: +91-22-62044800 s.mithia@koelnmesse-india.com www.anuga-india.com



28.-30.08.2024

# **Early Bird Application** for main exhibitor (Valid until 31.03.2024) Please send in along with the completed list of product group entries (Forms 1.30/1.31).

1	Main exhibitor	2	Stand request				
1.1	Address: Company/Name (English):		Space Requirement ( Bare Space (min. 18 Built-up Space (min.	8 m²) n. 12 m²)	te box)		
		_	Premium Internation	onal Pavilion			
	Street (English):	2.1	We request a stand are Area in m <sup>2</sup>	ea measuring approx.			
			Stand number				
	House Number: Additional info (e.g.	2.2	According to the Confollowing space at a		on, we order the From 01.04.2024		
	Additional info (e.g. building, floor, room):	-	Bare Space	EUR 240.00 per m <sup>2</sup>	EUR 270.00 per m		
	Postcode, town:	_	Built-up Space	EUR 270.00 per m <sup>2</sup>	EUR 300.00 per m		
	P.O. Box (if applies):	=,	Premium Pavilion	EUR 330.00 per m²	EUR 360.00 per m		
	State, country:	3	Exhibits				
	Tel.:		Please fill in the list of products (Forms 1.30/1.31) and enclose it to your registration form.  Please tick your products/services on the enclosed list of product group entries.  Please note that only those products/services registered with the list of products may be exhibited at the fair.  PLEASE NOTE:  Payment terms & schedule:  50% of total participation fee (+ GST) due immediately upon date of the invoice issued.  Due date for the remaining balance of total participation fee (+ GST):  30 days before the trade fair start.  Cancellation terms & schedule:  Refer to "Special conditions of participation at ANUGA Select India 2024"				
	Mobile Phone:	-					
	E-mail:	-					
	Website:						
	Owner/Managing Director:  Mr Ms  Sort alphabetically under the letter:  Contact person (exhibitor) for the event is:	-					
	Mr Ms		Data Protection Notice:				
	Position at the company:	Υ	You can read our Data Protection Notice in the complete participation documents and at any time under www.koelnmesse.com/data-protection-notice. We would like to stay in touch with you in the future, in order to keep you appropriately informed of events and similar services. That's why we would like to				
	Tel.:	V					
	Mobile Phone:	iı					
	E-mail:		sk for your consent to co				
	We are a/an: (please tick only one box)  Manufacturer  Importer  Sales organisation  Service provider  Others  We are registered (if applies):  In the commercial register  At the	k FF ss tt iii FF cc aa cc	to I hereby permit and agr nown as Kolenmesse YA T ersonal data to its parent ubsidiaries and commerci his form from the aforem nformation by e-mail abo latforms organized in Ind ommercial agents of Koel bout data protection, car ontaining the participation ny time at www.koelnmes vithdraw my consent at a o dataprivacy@koelnmes:	Trade Fairs Pvt. Ltd.)., many company Koelnmesse in all agents and may use entioned persons for se ut future similar trade for it is and abroad. A list of the linmesse GmbH, as well in the complete in documents. It can also isse.com/data-protection y time in the future (but in the future)	ay pass on my GmbH and its the data entered on nding me airs/events/ the subsidiaries and as further details ete document to be accessed at on-notice. I can		
1.4	Magistrate Court in:  Commercial Register no.:  VAT identification number: (Required information for companies from EU countries)	a · v F	y signing and returnin cknowledge that the S vell as the stipulations articular the technical ontained in the order f	special Conditions of of the Exhibitor Serv regulations and the	Participation as vice Manual (in supplements		

#### **Standard Shell Scheme**



Space	12 sqm	15 sqm	18 sqm	
Carpet	on all clo	sed sides		
System wall elements	on all clo	sed sides		
Wooden fascia board with exhibitor name and booth number in English	on all op	en sides		
Counter	1	1	2	
Glass round table	1	1	2	
Chairs	3	5	6	
Shelves	4	5	6	
Spotlights	4	5	6	
Power socket	1	1	2	
Waste basket	1	1	2	

#### Note:

If exhibitors do not want any item(s) stated in the Standard Shell Scheme package, the cost of the package will not change and there will be no replacement with other item(s). Additional stand furniture and electrical items can be rented by completing the respective forms in the Exhibitor Service Manual and returning the completed forms by the stipulated deadlines.

The stand design provided herewith is for illustrative purpose and may be subject to change at the Organizer's discretion.



Client number								

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28.-30.08.2024

# Application for participants of

group stands
Participants must send this along with
completed list of product group entries (Forms
1.30/1.31)

1	The participant of the group stand	2	Exhibitor in a group stand/pavilion			
1.1	Address: Company/Name:	2.1	We are exhibiting as part of the following group stand/pavilion: (Please enter the name of the group/organisation)			
	Street: Postcode, town: P.O.Box: State, country: Tel:	t t	Exhibits Please fill in the list of products (Forms 1.30/1.31) and enclose it to your application form Please tick your products/services on the enclosed list of product group entries. Please note that only those products/services registered with the list of products may be exhibited at the fair.  Please note: Upon accreditation the stand agreement between your company and the organiser of the group participation becomes effective. Please contact the organiser if you have any questions.			
	Fax: E-mail*: Website*:	Y d	Data Protection Notice:  You can read our Data Protection Notice in the complete participation locuments and at any time under			
	Owner/Managing Director:  Mr Ms  Language of correspondence: Sort alphabetically German English under the letter:	We very your we we	www.koelnmesse.com/data-protection-notice. We would like to stay in touch with you in the future, in order to you appropriately informed of events and similar services. That's we would like to ask for your consent to contact via electronic m O I hereby permit and agree that Koelnmesse Pvt. Ltd. (formerly			
	Contact person for the group stand:  Mr Ms*  Position at the company:	p s tl ir	nown as Kolenmesse YA Trade Fairs Pvt. Ltd.), may pass on my bersonal data to its parent company Koelnmesse GmbH and its ubsidiaries and commercial agents and may use the data entered on his form from the aforementioned persons for sending me nformation by e-mail about future similar trade fairs/events/ latforms organized in India and abroad. A list of the subsidiaries and			
	Tel: Fax: E-Mail:* *mandatory fields	a c ti n	nommercial agents of Koelnmesse GmbH, as well as further details about data protection, can be found in the complete document ontaining the participation documents. It can also be accessed at any ime at www.koelnmesse.com/data-protection-notice. I can withdraw ny consent at any time in the future (by sending an e-mail to lataprivacy@koelnmesse.de)			
	<b>Note:</b> In the future, all Koelnmesse events will also offer digital formats, therefore it is mandatory that the contact details (first, last name and email address) of a responsible group participant are listed in the corresponding lists / forms.	the the and	signing and returning the application form, we acknowledge that e Special Conditions of Participation as well as the stipulations of Exhibitor Service Manual (in particular the technical regulations d the supplements contained in the order forms) are binding for oumpany.			
1.2	We are a/an: (please tick only one box)  Manufacturer Wholesaler  Importer Commercial representative  Sales organisation Association/organisation  Service provider Trade media					
1.3	We are registered:  In the commercial register  At the Magistrate Court in:  Commercial Register no.:					
1.4	VAT identification number: (Required information for companies from EU countries)					



Client number of the main exhibitor						

Koelnmesse Pvt. Ltd. (formerly known as Kolenmesse YA Trade Fairs Pvt. Ltd.) 203, Inizio, Cardinal Gracious Road, Opp. P&G Plaza, Chakala, Andheri (East), Mumbai - 400099, India Tel: +91-22-62044800

s.mithia@koelnmesse-india.com

www.anuga-india.com

anuga s e L e c T India

India UST 0
28.-30.08.2024

Application for co-exhibitors\*

Name of main exhibitor:

Please send in along with the completed list of product group entries (form 1.30/1.31).

1.20

We hereby register companies represented by us on our stand according to the Conditions of Participation

If you wish to register more companies, please photocopy the blank form first.

according to the Conditions of Participation		blank form first.					
1	Co-exhibitor	1.3 The Company is a/an:  Manufacturer Wholesaler / distributor					
1.1	Address: Company Name (English):	Importer Commercial representative Sales organisation Association / Organisation Service provider Trade media Others					
	Street (English):	1.4 The represented brand(s) is/are as follow:					
	House Number:						
	Additional info (e.g. building, floor, room):	_ 					
	Postcode, town:	_					
	P.O. Box (if applies):	_					
	State, country:						
	Tel.:	Please note:					
	Mobile Phone:	The application for a co-exhibitor is FREE-OF-CHARGE, including a basic entry in our marketing materials, wherever relevant, according to the					
	E-mail:	Special Conditions of Participation. The co-exhibitor is not permitted to re-locate, exchange, share or in any other way make the stand space					
	Website:	allocated to him completely or partially accessible to third parties, without the prior consent of the organiser. The acceptance of this					
	Owner / Managing Director:	application for co-exhibitor is subjected to the sole discretion of the organiser.					
	Contact person (exhibitor) for the event is:  Mr Ms	<ul> <li>Data Protection Notice:</li> <li>You can read our Data Protection Notice in the complete participation documents and at any time underwww.koelnmesse.com/data-protection-notice. We would like to stay in touch with you in the future,</li> </ul>					
	Position at the company:	in order to keep you appropriately informed of events and similar — services. That's why we would like to ask for your consent to contact via					
	Tel.:	electronic media.					
	Mobile Phone:	O I hereby permit and agree that Koelnmesse Pvt. Ltd. (formerly known as Kolenmesse YA Trade Fairs Pvt. Ltd.), may pass on my personal data to					
	E-mail:	its parent company Koelnmesse GmbH and its subsidiaries and commercial agents and may use the data entered on this form from the					
1.2	VAT identification number: (Required Information for companies from EU countries)	aforementioned persons for sending me information by e-mail about future similar trade fairs/events/platforms organized in India and abroad.  A list of the subsidiaries and commercial agents of Koelnmesse GmbH, as well as further details about data protection, can be found in the complete document containing the participation documents. It can also be accessed at any time at www.koelnmesse.com/data-protection-					

By signing and returning the application form, we acknowledge that the Special Conditions of Participation as well as the stipulations of the Exhibitor Service Manual (in particular the technical regulations and the supplements contained in the order forms) are binding for order company.

notice. I can withdraw my consent at any time in the future (by sending

an e-mail to dataprivacy@koelnmesse.de)



Clien	t num	ıber (	to be	filled	out b	y org	aniser
_							

Name of main exhibitor:

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28.-30.08.2024

### List of product group entries:

Must be returned by

- Main exhibitor
- Co-exhibitor
- Additionally represented companies Please complete and return with application

Confectionery & Snacks

Germany, Cologne | ISM

☐ Japan, Tokyo | ISM Japan

UAE, Dubai | ISM Middle East

Nam	ne c	ot m	ıaın	exnibi	tor
/m1		C111 1		1 11 11	

**Global Opportunities** 

Colombia, Bogotá | Alimentec

Germany, Cologne | Anuga HORIZON

Brazil, São Paulo | Anuga Select Brazil

Germany, Cologne | Anuga

Food & Beverages

(Please also fill in if co-exhibitor / additionally represented company is indicated)

Name of co-exhibitor / additionally represented company: (Please fill in a separate list of product group entries represented company)

X (Please check the appropriate box, multiple responses possible)

We're offering:		Trend	topics	
food wholesale an Provided products food wholesale an Products for food	(private label) for the	relevar  Orş Kos Hal Veş Fro Oro No	lowing trend topics will provide a nt visitor target groups: ganic products her products al food getarian products gan products gan products garn products with protected designation in-GMO products dy-to-eat products perfoods gate labels	lties
Our target/sales ma	rkets are:			
Africa	The Americas	Asia	Europe	Oceania
South Africa	USA	China	Germany	Australia
West Africa	Canada	Japan	Western Europe	New Zealand
East Africa	Mexico	South East Asia	Northern Europe	Others Oceania
North Africa	Colombia	India	Southern Europe	
	Brazil	Middle East	Russia	
	Others Central Ameri	ca	Turkey	
	Others South America	a	Others Eastern Europ	e

Thailand, Bangkok | THAIFEX -China, Shenzhen | Anuga Select China HOREC Ásia Not interested in further trade fairs

☐ Japan, Tokyo | Anuga Select Japan

China, Shenzhen | SIGEP China

☐ Thailand, Bangkok | THAIFEX -

Anuga Asia

I hereby permit Koelnmesse GmbH, as well as its responsible subsidiary abroad and its commercial agents, to send me information by e-mail about future similar trade fairs/ events/platforms that are organized in Germany and abroad. A list of the subsidiaries and commercial agents of Koelnmesse GmbH, as well as further details about data protection, can be accessed at any time at www.koelnmesse.com/data-protection-notice. I can withdraw my consent at any time in the future (by sending an e-mail to dataprivacy@koelnmesse.de).

Please indicate your interest to exhibit at any of the following Koelnmesse portfolio events:



Client n	umber	(to be	filled	out b	y orga	aniser

Name of main exhibitor:

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28.-30.08.2024

# List of product group entries Must be returned by - Main exhibitor

– Co-exhibitor

Please complete and return with application

Name of main exhibitor: (Please also fill in if co-exhibitor is indicated)				
Name of co-exhibitor: (Please fill in a separate list of product group entries for each co-e	exhibitor)			
List of product group entries (Please tick X	the corresponding items)			

List of	<b>f product group entries</b> (Please tick <b>X</b> the corresponding item
-	
	00 Agrifoods
	010010 Fresh and natural products
	010020 Raw materials (unprocessed, e.g. fresh meat)
0200	00 Meat and Poultry
	020010 Meat products
	020020 Preserves containing meat
	020030 Meat-based convenience products
	020040 Poultry products
0300	00 Halal
	030010 Halal food
0400	00 Dairy
	040010 Milk and dairy products
	040020 Cream and cream products
	040030 Cheese
	040040 Butter
	040050 Desserts
	040060 Dried milk products
	040070 Frozen dairy products
	040080 Lactose-free milk & dairy products
0500	00 Drinks and Coffee & Tea
	050010 Health-promoting drinks
	050020 Energy drinks
	050030 Soft drinks
	050040 Juices
_	050050 Coffee & tea
	050060 Beer and mixed beer drinks
	050070 Wine and sparkling wine
	050080 Spirits
	'
	00 Fine Food
	060010 General provisions and staple food
	060020 Nutrients
	060030 Canned food
	060040 Ready-meals and soup products
	060050 Delicatessen sauces & seasonings

050080 Spirits			
060000 Fine Food			
060010 General provisions and staple food			
060020 Nutrients			
060030 Canned food			
060040 Ready-meals and soup products			
060050 Delicatessen sauces & seasonings			
060060 Dried fruit and vegetables			
060070 Oils and fats			
060080 Frozen Foods			

070000 Organic			
	070010 Organic food in general		
	070020 Natural		
	070030 Minimally processed		
	070040 Plant-Based Food products		

080000 Bread and Bakery			
	080010 Bread		
	080020 Baked goods		
	080030 Cakes and pastry		
	080040 Small baked rolls		
	080050 Long-life baked goods		
	080060 Spreads		

090000 Sweets & Snacks			
	090010 Chocolate		
	090020 Confectionery		
	090030 Biscuits and Snacks		

100000 Food Service		
	100010 Cooking	
	100020 Technology	
	100030 Equipment & services	
	100040 Catering & hotel areas	

110000 Associations, Organisations, Press			
110010 Associations and Organisations			
110020 Trade Press			
110030 Services, IT			

#### **ANUGA Select India**

### **Conditions of Participation**

**Special Section** 

### anuga s e L e C T India

#### 1 Organiser, event, venue and dates

#### 1.1 ANUGA Select India

ANUGA Select India 2024 is being organised by Koelnmesse Pvt. Ltd.

(formerly known as Kolenmesse YA Trade Fairs Pvt. Ltd.)

#203, Inizio, Cardinal Gracious Road, Opp. P&G Plaza,

Chakala, Andheri (East), Mumbai - 400099, India

Phone: +91-22-62044800

s.mithia@koelnmesse-india.com www.koelnmesse-india.com

The exhibition is being held from 28-30 August 2024 at Bombay Exhibition Centre, Mumbai, India

#### 1.2 Opening hours

The exhibition is open on:

28-29 August 2024 from 10:00 a.m. to 6:00 p.m.

30 August 2024 from 10:00 a.m. to 4:00 p.m.

#### 1.3 Build-up / Dismantling period

Build-up period begins: Monday, 26 August 2024, 08:00 a.m. Dismantling period end: Saturday, 31 August 2024, 08:00 a.m.

After build up all aisles must be cleared of all structures and the stand constructions must be

finished.

#### Note for the build-up period:

Build up begins: Monday, 26 August 2024, 08:00 a.m. Build up ends: Tuesday, 27 August 2024, 08:00 p.m.

Hall opens at all times

#### Note for the dismantling period:

Dismantling begins: Friday, 30 August 2024, 04:00 p.m. Dismantling ends: Saturday, 31 August 2024, 08:00 a.m.

Hall opens at all times

The dismantling of the exhibition stand and the presentation of goods may not begin before the end of the event on 30 August 2024, 04:00 p.m.

Koelnmesse Pvt. Ltd. (formerly known as Kolenmesse YA Trade Fairs Pvt. Ltd.) reserves the right to impose a **contractual penalty up to INR 1,00,000** and/ or refuse the exhibitor permission to participate in the next event.

#### 2 Space & Facilities

#### 2.1 Bare Space (minimum booking 18 sqm)

**2.1.1** General facilities for bare space include general security, general decoration in and around exhibition halls, signage, general illumination inside and outside halls, cleaning of aisles and exterior, general publicity for visitor promotion, entry in the trade fair directory, with one complimentary copy.

**2.1.2** Participation charges are indicated in the first page of this application form.

#### 2.2 Built up stalls / Shell scheme stands (minimum booking 12 sqm)

#### 2.2.1 Package of facilities for built up stalls / shell scheme stands includes

Space	12 sqm	15 sqm	18 sqm						
Carpet As per stand space									
System wall elements on all closed sides									
Wooden fascia board w	ith exhibitor	on all open sides							
name and booth number in English									
Counter	1	1	2						
Glass round table	1	1	2						
Chairs	3	5	6						
Shelves	4	5	6						
Spotlights	4	5	6						
Power socket	1	1	2						
Waste basket	1	1	2						

Apart from above facilities, the package also includes electricity consumption for lighting, general security in the exhibition halls, general decoration in and around halls, general publicity for visitor promotion, entry in the trade fair directory with one complimentary copy.

#### 2.3 Space allotment

Allotment of space will be on "first come, first served" basis as soon as the exhibitor signs the space booking form accompanied by initial payment. Possession of the stall / space will be handed over on receipt of the full dues. Stall / area will be allotted with confirmed booking & initial payment.

#### 2.4 Power Load

Charges for power for bare space booking, additional electricity for built up stalls / shell scheme stands and 3 phase connection for product demonstration purposes will be mentioned in the technical manual.

#### 2.5 Overall Height of Display

Normal height of stands shall be 2.40 m. If any exhibitor is planning the structures of height more than 2.40 m, a written permission of the organisers may be obtained after submitting appropriate plans. Height of stall structures in the central areas of the exhibition hall / island locations may be restricted to 4 m.

#### **3 Trade Fair Directory**

The organisers will publish a trade fair directory / catalogue and all exhibitors are entitled to a free entry in the directory covering name and address of exhibitor, telephone, mobile, e-mail & website.

#### 4 Terms of Payment, Withdrawals or Non-Participation

#### 4.1 Terms of payment

50% of total participation fee (+ GST) due immediately upon date of the invoice issued. Due date for the remaining balance of total participation fee (+ GST): 1 month before the trade fair start.

#### 4.2 Withdrawals or Non-Participation

The exhibitor is not entitled to cancel their participation after sending fully signed application form/contract. In the event of non-participation, companies that have registered for a trade fair must pay compensation amounting to 25% of the participation fee if the reserved stand area can be

rented to a third party. If the area cannot be rented to another exhibitor, the full participation fee must be paid.

#### **5 Co-Exhibitors and Subletting**

Subletting of stalls is prohibited. Exhibitors may however share stalls with co-exhibitors only after obtaining written permission from the organisers. National sector exhibitors are not allowed to share their stall with their overseas principals / collaborators and not register overseas exhibitors as their co-exhibitors. They can join their overseas principals as co-exhibitors.

#### **6 Technical guidelines**

Exhibitors with bare space are to submit design of the stall to organisers and obtain approval for the plans in writing. 4 copies of the plans with front / side elevation special features of the display & electrical plan etc. have to be submitted 2 months before the date of "ANUGA Select India 2024" and one copy will be returned to the exhibitor bearing plan approved by the organisers, failing which possession of the space will not be given. Exhibitors are required to comply with instructions issued by organisers regarding schedule for setting up and dismantling stall.

#### 7 General

#### 7.1 General info

The Exhibitors are liable to pay compensation for bodily harm to persons (staff, agents, organisers and other exhibitors and visitors) and damage to property of venue / organisers and other exhibitors caused by himself or his agents during transportation, installation, fair duration and dismantling periods.

#### 7.2 Rights of organisers

- To reject any application for space without assigning any reason
- To amend the terms and conditions of participation and issue additional rules and regulations for the exhibitors from time to time, which shall be binding on the exhibitors
- To recover from the exhibitor any amount remaining unpaid.
- To recover from the exhibitors, compensation for losses/damages caused to the property of reasonable penalty for any will full contravention of these conditions of participation
- To postpone, curtail, extend or abandon the exhibition or change the venue of exhibition or change the allotment of space/stall or close some or all sections of it temporarily or permanently if unforeseen circumstances so require. In such circumstances, the exhibitors shall not be entitled to withdraw from the contract or to claim any compensation or damage
- To take photographs or video film of the interior of any stall and to use the same for promotional work
- To refuse permission to any exhibitor to clear his stall, if he has not discharged all dues to the organisers or to retain exhibits or other goods as collateral security till dues are paid. The organisers will not be responsible for any damage for the same.

#### 8 Rules of selling

In view of the trade nature of the event, direct sales of exhibits or samples from the booths are not permitted. Furthermore, exhibits may not carry a price tag. This regulation does not apply to printed matter such as trade publications and specialist journals. Koelnmesse has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. The direct sale constitutes a serious violation of the conditions of participation in the sense of item VI of the general part of the conditions of participation. Koelnmesse also has the right to immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

#### 9 Insurance

Organisers shall not be responsible for any loss what so ever incurred by exhibitors and they should obtain insurance coverage for their exhibits against all risks and for the periods covering preparation, setting up, currency and dismantling and return transit.

#### 10 Force Majeure

Under the conditions of the force majeure which also include strike, lock out, closure, riots, the organisers reserve the right of alter the opening dates and duration or even cancel the entire exhibition. In case of change in dates and duration of "ANUGA Select India 2024" the contractual obligation between the exhibitors and the organisers remains unaffected. In case of cancellation of the exhibition the stall charges will be refunded to the exhibitors after deducting the proportionate costs already incurred by the organisers, without any interest.

#### 11 Arbitration & Jurisdiction

#### 11.1 Arbitration

All disputes arising in connection with this agreement shall be finally settled by a sole arbitrator, to be appointed by the organisers, under the provision of Indian Arbitration and Conciliation Act, 1996. The place of arbitration shall be Mumbai, India.

#### 11.2 Jurisdiction

Only the courts in Mumbai alone shall have jurisdiction.

Last updated: 09 / 2023



#### **General Section of the Conditions of Participation**

#### I Registration

Registration can be carried out electronically or manually.

#### 1. Electronic registration process

By completely filling in the registration forms and submitting on email you declare your intention to participate in the event (Registration).

Koelnmesse team will send you an acknowledgement of receipt of application. This confirmation of receipt simply documents the fact that your registration has been received by the organizer and does not give rise to a contract between you and the organizer.

By submitting the registration, you acknowledge the General and the Special Sections of the Conditions of Participation and the Technical Guidelines as binding.

#### 2. Manual registration process (filled, signed and stamped)

To indicate your intention to take part in the event, you must return to us a completely filled in and signed registration form (Registration). Alternatively, you can scan the completed and signed participation documents and send them to us via e-mail to the e-mail-address given in the registration form. A digital signature can also be provided instead of the scanned signature.

By signing and returning the registration form, you acknowledge that the General and the Special Sections of the Conditions of Participation and the Technical Guidelines as binding.

- 3. You can download the Conditions of Participation from the event website.
- 4. The registration is binding on you as of its delivery to Koelnmesse. It cannot be subject to provisos or reservations; in particular requests for specific stand locations do not constitute a condition for participation.
- 5. The registration can only be revoked prior to your receipt of the acceptance / stand area confirmation when this is permitted by the Special Section of the Conditions of Participation. In this case, you have to pay a fee as stipulated in the Special Section of the Conditions of Participation.

#### II Acceptance

1. The organizer decides on your participation on the basis of the stipulations valid for all of the participants in the event (acceptance/stand area confirmation).

There are no legal claims to be admitted. In the event that the organizer receives more registrations corresponding to the admission requirements prior to the deadline for submission of registrations than there is available exhibition space, the organizer will decide which applications for registration are approved according to the organizer's reasonable discretion.

If you have previously failed to fulfil your financial obligations to the organizer or have not fulfilled them punctually, your company can be excluded from acceptance.

2. The contract comes into force with the confirmation of acceptance/stand area confirmation, both of which are valid without signature.

#### 3. Validity of the acceptance

The acceptance/stand area confirmation only applies to the respective event, the company registered and named in the acceptance and the products and services registered. Products and services that do not correspond to the Index of Goods may not be exhibited or offered.

The assignment of a stand area is carried out by the organizer in accordance with the exhibition topic area within the event to which the products you have registered belong

Exhibitors do not have a right to have a stand area assigned to them of a particular shape, in a particular hall or a specific area within a hall.

The exhibitor can specify a stand area during registration.

#### 4. Change after acceptance

The organizer is entitled to relocate or close entrances and exits, and to make structural changes to the trade fair halls for good cause (e.g. fire, fire protection, other hazard prevention) and taking into account your legitimate interests after acceptance without you deriving any rights from such changes.

In individual cases with good cause and taking into account your legitimate interests, the organizer is furthermore entitled to subsequently assign a different stand area to the one already allocated in the acceptance and to change the size and dimensions of the stand area. If the size of the stand area is reduced, the difference in the participation fee will be refunded to you.

In the event that the date or location of the event has to be changed due to good cause and this change can reasonably be demanded of you then the corresponding changes must be accepted; the acceptance/stand area confirmation is replaced by the organizer's corresponding notification of the changes. A change of location means a change to a location outside the exhibition centre.

You will immediately be notified should the stand area not be available for reasons beyond the organizer's control. In this case, you have the right to receive a refund of the participation fee. In such cases, there is no entitlement to claim damages that go beyond this refund.

#### 5. Rights of withdrawal

The organizer may withdraw from the contract if there is good cause. Such good cause is particularly the case if an application has been submitted to initiate insolvency proceedings or if such an application has been rejected due to a lack of assets. You must notify the organizer immediately if this is the case.

It is no longer possible for the exhibitor to withdraw a registration after the acceptance/stand area confirmation has been received.

As an exhibitor, you bear the sole risk for the following complications: products that are planned for the presentation cannot be imported as a result of the legal regulations valid at the event location or for other reasons; products arrive at the event location late, damaged or not at all (e.g., because they have become lost or are affected by transport or customs delays); you, your staff, your stand personnel or the personnel charged with the construction of your stand are delayed or prevented from arriving at the event location, e.g. due to the refusal of a visa. You remain obligated to pay any and all costs that have been agreed upon. The organizer can consent to a request for release from the contract by way of exception if the stand area made available can be assigned to a third party in return for payment. Unless specified otherwise in the Special Section of the Conditions of Participation, the organizer is then authorized to demand a flat-rate amount of 25% of the participation fee for the costs incurred without further evidence. If the stand area cannot be transferred to a third party for a fee, the contract remains in force and the participation fee must be paid in full. The occupation of the stand area that is no longer reserved by another participant who has already been admitted to the event and assigned a stand area is not considered to be a rental to a third party against payment, as two areas were merely exchanged.

#### III Construction, design and operation of the stands

1. As an exhibitor, you are responsible for ensuring that your trade fair participation, and especially the construction and design of your stand, comply with all the legal standards valid in the Government of India as well as the regulations of these conditions and the Special Section of the Conditions of Participation and the Technical Guidelines including any hygiene regulations. This also applies to the persons working on behalf of the exhibitor, who must be supervised to ensure that they adhere to the stipulations.

- 2. Additional regulations, especially those of an event-related nature, can be found in the Special Section of the Conditions of Participation and in the Technical Guidelines.
- 3. Any additional technical services that may be required, in particular the installation of electricity, water and safety measures, the hiring of local personnel, etc., can be ordered from Exhibitor Manual and are invoiced separately. Orders placed by third parties (in particular by stand construction companies) in connection with the construction, furnishing and design of your stand area are considered to have been commissioned by the exhibitor and at the exhibitor's expense.
- 4. The registered and authorized products must be on display at the stands for the entire duration of the event. Stand personnel must also be in attendance throughout this entire time. Clearing the trade fair stand before the official end of the event represents a serious breach of these Conditions of Participation and entitles the organizer to pursue claims for damages and to exclude your company from future participation in events of the Koelnmesse Group.
- 5. Products and services may only be presented within the stand area listed in the acceptance/stand area confirmation. You may not distribute products, flyers and other advertising materials in other areas of the exhibition centre without first receiving the organizer's written permission.
- 6. The legal stipulations of the Government of India need to be complied with during the presentation and sale of products and services. Products that are not intended to be offered or are not approved for sale worldwide must bear a corresponding note or a country-specific label.
- 7. The organizer can require that you remove products that do not correspond to the Index of Goods, the presentation of which would not comply with legal stipulations of the Government of India or that may cause a significant interference with the operation of the trade fair or give rise to a hazard to the safety of exhibitors and visitors due to smells, noises or any other emissions or due to their appearance.

#### IV Participation fee and other costs/Terms of payment

1. The participation fee for the standardized event services covers the rental of the stand area for the entire duration of the event and the construction and dismantling periods stipulated in the Special Section of the Conditions of Participation; a specific number of exhibitor and work passes; the use of technical and service facilities at the exhibition centre; general hall security; cleaning of the generally accessible hall areas; general hall lighting; and advice on organization, advertising and public relations work for your participation.

The event services also encompass the inclusion in the list of exhibitors. This is obligatory for each exhibitor, co-exhibitor, group participant and additionally represented company. Please note the corresponding regulations of the Special Section of the Conditions of Participation.

- 2. The participation fee does not include the provision of stand partition walls or other special construction elements.
- 3. The amount of the participation fee and other costs will be calculated on the basis of the dimensions of the allocated stand area and according to the rates specified in the Special Section of the Conditions of Participation. Projections, pillars, installation connections and other fixed objects are not taken into account in the calculation of the allocated floor area, which is deemed to be in accordance with the contract.
- 4. In the case of two-storey / mezzanine exhibition stands the participation fee for the stand area of the upper storey approved after technical inspection is governed by the regulations in the Special Section of the Conditions of Participation.
- 5. After your acceptance you will receive a proforma invoice for the participation fee and other costs. The proforma invoice amount is to be paid on or before due date.
- 6. All prices are net fixed prices plus any value added tax and comparable taxes of the event location that may be payable.

- 7. The organizer shall have the right to increase the various prices to cover the higher costs in the event of an increase in its own production costs as a result of increased costs for manufacturing, procurement and labour as well as energy costs, fees, taxes and other public duties at the event location.
- 8. All liabilities must be settled on time in order for you to occupy the reserved stand area.
- 9. Failure to execute payment on time will result in interest being charged.
- 10. A right of lien in the organizer's favour arising from the organizer's claim in regard to the provision of the stand area attaches to the objects brought to the exhibition centre by you.
- 11. The exhibitor agrees to the invoicing process. The dispatch of the invoice is carried out electronically via e-mail to the e-mail address supplied by the exhibitor or by post as a paper invoice at the discretion of the organizer. The exhibitor must immediately notify the organizer of any changes to its e-mail address.
- 12. Any services that have been provided by the organizer will be invoiced in INR. You are obligated to pay the amount shown on the invoice in the currency shown on the invoice ("billing currency"). If the organizer should be prepared, as a courtesy, to accept settlement of the invoice in a currency other than the billing currency in individual cases, without being under any obligation to do so, the exchange rate of such payment must be based on the official buying rate of the billing currency on the date the payment is received. Any exchange rate losses in relation to the billing currency after the invoice becomes due for payment are, therefore, at your expense.
- 13. Should the exhibitor have any complaints about the invoice, they must be submitted in writing or in the case of electronic invoicing also via e-mail immediately or at the latest within two weeks of receipt. Subsequent objections cannot be considered.
- 14. Any projections, pillars, installation connections and other fixed objects in the stand area provided do not entitle you to any reduction in the participation fee or other costs.

## V Co-exhibitors, additionally represented companies, group participations

- 1. Stand areas can only be rented in their entirety and only to one contracting party. You, as an exhibitor, may not relocate, exchange, share or otherwise make available the stand area that was reserved for you to another party in whole or in part without the organizer's prior permission.
- 2. The use of the stand area by multiple companies is only permissible when the stipulations of the Special Section of the Conditions of Participation permit the participation of co-exhibitors and/or additionally represented companies.
- 3. A special application must be approved by the organizer before another company (co-exhibitor) can use the stand area to exhibit its own products with its own staff. This also applies to companies that are represented at the trade fair by their own products, but not by their own staff (additionally represented companies). Companies within a corporate group and subsidiaries count as co-exhibitors.

The organizer has the right to require you, as the exhibitor to pay a participation fee and other costs for co-exhibitors. The organizer also has the right to limit the number of co-exhibitors for each exhibitor. In addition, the preconditions specified in Item II of these Conditions of Participation apply for the admission of co-exhibitors and additionally represented companies. These companies are subject to the Conditions of Participation — General and Special Sections as well as to the technical guidelines.

If you have a co-exhibitor or additionally represented company exhibit at your stand without first obtaining the organizer's explicit permission, the organizer has the right to cancel the contract with you without prior notice and to have your stand area cleared at your risk and expense. No claims of any kind can be made against the organizer in this case, especially no claims for damages.

After acceptance contractual relationships also exist exclusively between the organizer and the exhibitor, who is responsible for the culpability of its co-exhibitors/additionally represented companies as for its own culpability.

- 4. When multiple companies wish to participate in the event together on one stand area a group participation the General Section and the Special Section of the Conditions of Participation and the Technical Guidelines are binding for every individual company. The registration is carried out by the group organizer, who is responsible for ensuring that the group participants adhere to the Conditions of Participation. After acceptance/stand area confirmation contractual relationships exist exclusively between the group organizer and the organizer. Exceptions exist in the case of individual orders by the group participants of services in their own name and on their own account; these are only permissible on site during the period from the first day of stand construction to the last day of the event in question.
- 5. If a stand area is jointly assigned to two or more companies, they are jointly and severally liable to the organizer.

#### VI Domiciliary rights

- 1. The organizer exercises domiciliary rights throughout the exhibition centre.
- 2. The organizer is entitled to have exhibits removed from a stand if their display violates applicable laws, or is morally offensive or not in keeping with the exhibition programme. Advertising of an political or ideological nature is prohibited. In the event of serious offences against the Conditions of Participation, the Technical Guidelines or the legal stipulations, the organizer is entitled to close your stand or have it vacated.

#### VII Liability for defects

The limitation period for liability for defects in deliveries of newly manufactured articles is 1 year. Liability for defects in used articles is excluded. A claim does not arise when the damage is as a result of normal wear and tear, force majeure, incorrect or negligent operation, excessive use, or the failure to observe legal requirements or instructions for operation.

#### VIII Liability/indemnity

1. The organizer is liable without limit for claims, irrespective of their legal grounds, of intent or gross negligence. The organizer is only liable for simple negligence insofar as essential contractual obligations have been breached, and any such liability is limited to foreseeable damage typical of the contract. Essential contractual obligations shall pertain only to those contractual obligations which are indispensable for the performance of the contract and on the fulfilment of which the exhibitor may rely. Otherwise the organizer's liability for damages is excluded.

The aforementioned limitations and/or exclusions of liability do not apply to a legally mandatory specified strict liability or the liability from the acceptance of a guarantee or in the case of loss of life, bodily injury or impaired health.

Insofar as the liability is limited or excluded by the aforementioned regulations, this also applies to the liability of the bodies, employees, legal representatives and vicarious agents and officers of the organizer (also with regard to their respective personal liabilities).

- 2. A strict guarantee liability on the grounds of initial defects of the area provided is excluded.
- 3. A reduction of the fee due to material defects shall only be considered if the organizer has been notified in writing during the term of the contract of the intention to reduce the fee. Claims to reduction and/or rights of retention of the exhibitor can only be asserted insofar as they are based on legally determined or uncontested claims. Exhibitor's claims for repayment according to the statutory government law remain unaffected.

- 4. If and to the extent that the organizer provides water, district heating, gas and electricity from the supply networks of utility companies, the exhibitor shall not assert any further claims for damages in the case of liability on the part of the organizer in the event of service disruptions than those to which the organizer is entitled under the relevant provisions vis-à-vis the respective utility company. The exhibitor shall immediately notify the organizer and directly notify the utility company supplying the service of any damage in writing.
- 5. If the organizer is compelled to temporarily vacate or permanently close the exhibition area or parts thereof, to reschedule the event, shorten or extend it due to force majeure, or for other reasons beyond its control, then the exhibitor is not entitled to any rights, in particular, to claims for damages against the organizer.
- 6. Liability continues to be subject to the legal burden of proof rules, which are unaffected by this clause.
- 7. The organizer does not assume any obligation to exercise proper care of exhibits, stand fittings and objects which are the property of the stand personnel. Therefore, the organizer does not assume any liability for the loss of objects, equipment, structures and other valuables brought in by exhibitors and third parties, unless Koelnmesse has assumed custody for a fee. The possibility of hiring hall and stand security personnel for a fee is expressly pointed out.

The organizer transfers the general surveillance of the trade fair halls and the outdoor areas, the oversight of the exterior grounds, and the checks at the entrances to security agencies and their uniformed guards and non-uniformed personnel.

Every visitor and exhibitor in the trade fair halls must be in possession of a valid admission pass or exhibitor pass and show it to the aforementioned security personnel upon request. The exhibitor will notify those service providers it has commissioned that they will require an admission ticket (e. g. a constructor's ticket). The surveillance and security of individual stands or parts of stands is not included in this general oversight.

- 8. In the event of contracts that provide for the procurement of certain items, then, unless otherwise expressly agreed in individual cases, the organizer does not assume the risk of procurement.
- 9. The organizer does not conclude specific insurance for the stand and the items located at the stand. The organizer recommends that the exhibitor insure its participation risk against the normal insurable risks such as fire, burglary, simple theft, damage, water damage etc. including the risks of transport to and from the event itself and at its own expense and that it ensures adequate insurance cover for the construction, trade fair, and dismantling periods including the periods of transport to and from the event.

All cases of theft and damage must be immediately reported to the security officers deputed by organiser. Stand security personnel may only be hired from the security companies commissioned by the organizer

10. The exhibitors are also responsible for compliance with all laws, guidelines and other regulations applicable as per Government of India if the content of the organizer's Conditions of Participation deviate from such regulations. They are obligated to inform themselves in good time and comprehensively about the relevant regulations at the event location and to obtain the necessary knowledge.

The organizer is not obligated to provide any notification or information in this regard.

- 11. As an exhibitor, you are liable to the organizer and third parties for any damage that you, your personnel, your employees or third parties commissioned by you or other third parties that you use to fulfil your obligations culpably inflict on the organizer or third parties. You shall indemnify the organizer in this respect from all claims of third parties. The Technical Guidelines as well as the information contained in the organizer's circulars on questions concerning the preparation and implementation of the event must be strictly observed.
- 12. The exhibitor shall irrevocably indemnify the organizer from all claims by third parties insofar as these are based on the exhibitor's presentation, the design of the exhibitor's stand, the products presented

at the exhibitor's stand, or the intellectual content of these products violating the rights of third parties (in particular, but without being limited to, copyrights, the rights to names and images, trademark rights, competition rights and personal rights) or other statutory provisions. This indemnity obligation encompasses all of the associated costs and expenses (in particular, but without being limited to, warning and legal costs as well as court fees).

#### IX Assertion of claims/period of limitation

- 1. Claims against the organizer that are discernible to the exhibitor of whatever type must be submitted to the organizer in writing immediately, normally during the course of the event. The date on which the organizer receives the claim will be the sole criterion for determining if it has been received by the deadline. Claims which are received at a later date cannot be considered. This also applies to claims that would have been discernible with due diligence.
- 2. Claims against the organizer arising from the contractual relationship as well as all other claims relating thereto, shall become statute-barred after 6 months. The limitation period shall commence at the end of the month, in which the closing date of the event falls.

This does not apply to damage claims resulting from (i) loss of life, bodily injury or impaired health, (ii) India's Product Liability Act, (iii) essential contractual obligations and (iv) damages caused by the organizer's grossly negligent or intentional actions. The statutory periods of limitation apply in such cases.

#### X Reservations / force majeure, cancellation of the event

- 1. The organizer shall have the right to reschedule, shorten, extend or cancel the event, as well as to terminate the event temporarily or definitely, in part or in whole, insofar as such an action is required due to compelling reasons for which it is not responsible or unforeseen events such as force majeure, natural disasters, wars, strikes, terrorist attacks or the large-scale breakdown or obstruction of traffic, supply and/ or communication links, epidemics or pandemics. The organizer shall immediately notify the exhibitor of such circumstances, provided it is not also prevented from doing so by force majeure. In such cases, the exhibitor has no claim to recompense for the resulting damages.
- 2. In case the event is cancelled as a result of one of the cases mentioned in Item XI Paragraph 1, the exhibitor is obligated to cover the costs of the services already provided to the exhibitor if the organizer requests it to do so.
- 3. Cases of force majeure that prevent the organizer or its service partners from fulfilling some or all of their obligations release the organizer from its obligations until the force majeure ceases. The organizer shall immediately notify the exhibitor of such circumstances, provided the organizer is not prevented from doing so by force majeure as well. Strikes, lockouts, regulatory intervention and the impossibility of providing auxiliary materials such as electricity in sufficient amount are considered to be the equivalent of force majeure, unless they are of short duration or caused by the organizer.

#### XII Final provisions

- 1. Only those stipulations in Item I Paragraph 1 respectively Paragraph 2 apply to the contractual relationship. Divergent or supplementary terms from the exhibitor do not become part of the contract even if the organizer does not specifically object to them. This applies especially to diverging conditions of payment.
- 2. Should some of the provisions be invalid or incomplete, the validity of the remaining provisions and the contract shall not be affected. In this case, the parties to the contract undertake to replace the invalid provision or to fill the gap with a provision that comes closest to fulfilling the economic purpose being pursued by the parties to this contract.
- 3. Any amendments to the contract must be in text form. The same shall also apply to any amendment or cancellation of the text-form clause itself.

Status: September 2023

#### **General Data Protection Notice**



#### 1 Controller/Contact

The Controller as defined under the data protection laws is

Koelnmesse GmbH Messeplatz 1 50679 Cologne, Germany

Our Data Protection Officer can be contacted as follows: <a href="mailto:datenschutz-km@koelnmesse.de">datenschutz-km@koelnmesse.de</a>

For trade fairs outside Germany, our Data Protection Officer can be contacted as follows:

dataprivacy@koelnmesse.de

### 2 Your rights as data subject

If your personal data are processed, you are a data subject as defined in the GDPR and you have the following rights with respect to the Controller:

#### Right of objection

You have the right to file an objection at any time against processing of your personal data, carried out on the basis of Art. 6 (1) sentence 1 lit. e) or f) GDPR, for reasons resulting from your particular situation. This also applies to any Profiling based on these provisions.

The Controller will then no longer process your personal data, unless he/she can demonstrate compelling reasons for the processing warranting protection, and these prevail over your interests, rights and liberties, or if the processing is for the purpose of asserting, exercising or defence of legal entitlements.

If your personal data are processed in order to carry out direct advertising, you have a right to file an objection at any time against the processing of your personal data for the purpose of such advertising. This also applies to Profiling insofar as it is connected with such direct advertising.

If you object to processing for the purpose of direct advertising, your personal data will no longer be processed for these purposes.

In connection with the use of services of the information society and notwithstanding Directive 2002/58/EC, you have the possibility of exercising your right of objection via automated procedures that use technical specifications.

You can demand **information** on whether we process personal data concerning you. If such processing is carried out, you can demand further information on this processing, in particular the purposes, categories of personal data, recipients or the categories of recipients, planned storage duration etc.

You have a right to correction and/or completion of your data

You can demand the **restriction of the processing** of your personal data under certain circumstances: If the processing of your personal data has been restricted, these data — with the exception of their storage — can only be processed with your consent, or for the assertion, exercise or defence of legal entitlements, or to protect the rights of another natural or legal person, or for reasons of an important public interest on the part of the EU or a member state.

Under certain circumstances, you can demand the **erasure** of the personal data concerning you. If the Controller has made your personal data public and is obliged to erase them, he/she shall, with consideration for the available technology and implementation costs, take appropriate measures, including of a technical nature, to inform Controllers, responsible for the data processing and processing the personal data, that you, as data subject, have demanded that they delete all links to these personal data, or have demanded the deletion of copies or replications of these personal data.

If you have asserted the right of rectification, erasure or restriction of processing with respect to the Controller, the latter is obliged to inform all recipients, to whom your personal data have been disclosed, of this rectification or erasure of the data or of the restriction of processing, unless this proves to be impossible or involves disproportionate expense. You have a right with respect to the Controller to be **informed** of these recipients.

You have a right to **receive** your personal **data**, provided by you, in a structured, commonly-used and machine-readable format. You also have a right to insist that these data be transferred directly to another controller, insofar as this is technically possible. Liberties and rights of other persons must not be impaired as a result.

You have the right to **revoke** your data protection **declaration of consent** at any time. Revocation of the consent shall not affect the legality of the processing, carried out on the basis of the consent, up until the revocation. Within certain limits, you have the right not to be subjected to a decision, based exclusively on automated processing — including Profiling — that is legally effective against you or that significantly impairs you in a similar manner.

#### 3 Right to complain to a supervisory body

Notwithstanding any other administrative-law or judicial remedy, you have a right to complain to a supervisory authority, in particular in the member state of your residence, your place of work or the place of the suspected violation, if you are of the opinion that the processing of your personal data violates the GDPR.

The supervisory body with which the complaint has been filed, will inform the complainant of the status and the results of the complaint, including the possibility of a judicial remedy pursuant to Art. 78 GDPR.

## 4 Information in the event of data collection via third parties

If we collect your personal data via third parties, this can involve the following categories of personal data: name, contact data as well as further information, for example concerning your responsibilities. If we do not receive these contact data directly from you, we receive them from the company for which you work and/or with which we are in contact. This can involve in particular an exhibitor or another cooperation partner with which we exchange services.

The possibility also exists of us receiving your contact data from commercial agents working for us.

#### 5 Purposes and legal basis of the processing

a) If you conclude a contract with us, we process your data for contract initiation, execution and settlement. This concerns the purchase of tickets as well as the contractual relationship as exhibitor, if you are acting as a natural person, for example businessman, in this respect. This also includes the creation of user accounts on the platforms offered by us, unless a separate data protection notice on the handling of your data is provided there. The data processing can also be for the purpose of administering your participation in an event or competition.

The legal basis for the handling of your data is Art. 6 (1) sentence 1 lit. b) GDPR, if this handling concerns the contractual exchange of services with you.

b) We may possibly also process data on you even if you yourself are not a customer, but rather a contact person of a business or cooperation partner.

In this respect, the legal basis for the handling of your data is Art. 6 (1) sentence 1 lit. f) GDPR.

c) We process your data in order to provide you with the accreditation for this event. If you have given your consent during accreditation, your data will be

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used to send you press information. To do so, your data will be stored in our database even after the event is over.

The legal basis for the handling of your data is Art. 6 (1) sentence 1 lit. b) GDPR, if this handling concerns the contractual exchange of services with you. Insofar as you have given your consent to the sending of press information, Art. 6 (1) sentence 1 lit. a) GDPR is the legal basis for the handling of your data. You can revoke such consent at any time with effect for the future.

d) We also process data for other purposes that are in our interests, specifically in order to:

- provide you with product information concerning relevant products and services
- carry out measures aimed at improving and developing services and products, so as to be able to approach you individually with customised offers and products.
- carry out market and opinion research, or have this carried out by market and opinion research institutes. This enables us to obtain an overview of the transparency and quality of our products, services and communication, and to align or design these in the interests of our customers.

The legal basis for this handling of your data is Art. 6 (1) sentence 1 lit. f) GDPR, § 7 (3) UWG as well as Art. 6 (1) sentence 1 lit. a) GDPR, provided you have issued consent. You can revoke any such consent at any time with effect for the future.

e) As far as your data are collected exclusively for the purpose of traceability of new infections with the Coronavirus SARS-CoV-2, the legal basis for the handling of your data is § 2a CoronaSchVO NRW.

#### 6 Justified interest

If we use data within the framework of the above weighing-up of interests, our justified interest lies in enabling direct advertising (see Recital 47 GDPR), provided your privacy-law interests do not outweigh our advertising interests in each individual case.

If we use data in the context of contract initiation or fulfilment with a business or cooperation partner, our interest when handling your data lies in enabling and maintaining a dialogue with the respective business or cooperation partner, typically within the framework of a contractual or other relationship. If you act as contact person in this respect — typically in your function as employee of these companies — you typically have no opposing interest if this interaction with us is part of your work duties.

#### 7 Recipients of your data

If and insofar as you have issued us with corresponding consent, we shall forward your data within the limits of this consent.

We shall also forward your data to service providers who are bound by instructions and whose work supports the provision of our services for you, on our behalf and in accordance with our instructions. These can be IT service providers, print service providers, call centres if you call in, and similar service providers. In addition, we pass on your data to third parties if and insofar as this is necessary to fulfil the contract concluded with you and order processing is out of the question.

In individual cases we also forward your data to third parties who use the data on their own responsibility: finance and tax authorities, police and investigation authorities (given the existence of a legal basis), official registration bodies (if forwarding is prescribed by law), insurance companies, banks and lending institutions (payment processing), market partners, commercial agents, auditors, lawyers, accountants or similar third parties.

#### 8 Transfer of data to a third country

The transfer of data to third countries is planned if this is necessary for fulfilment of a contract, or if you issue us with express consent to forward the data to third parties.

If we transfer your data to service providers or group companies outside the European Economic Area (EEA), the transfer will only be made if the third country has been certified by the EU Commission as having an adequate level of data protection (Art. 45 (1) GDPR), or given the existence of other adequate data protection guarantees as defined in Art. 47 GDPR.

#### 9 Duration of the storage of your data

If we have received your data for the processing of the contractual relationship with you as ticket purchaser or as natural person, as exhibitor, or for the purpose of an advertising approach or for the processing of your participation in an event or competition, we shall store your data and shall erase these after the event or when the contractual relationship with you has ended, when all reciprocal claims have been fulfilled and if no other statutory retention obligations or statutory justifying reasons for the storage exist. If you have a user account, your user data will be stored until this user account is deleted.

If we have collected your data solely on the basis of the CoronaSchVO NRW, these data will be stored or deleted in accordance with the periods resulting from this regulation.

If you have given us your consent (e. g. to receive information on products and services or press releases), we will store your data until you revoke your consent.

Retention obligations exist in particular under the German Commercial Code (HGB) and the German Tax Code (AO). If such obligations apply and concern documents with your data, we shall erase your data upon expiry of the statutory retention obligations. As a rule therefore ten years from the end of the year in which the contractual relationship with you has ended.

If we use your data in the context of the contract initiation or fulfilment with a business or cooperation partner, we shall store your data and shall erase them as soon as these are no longer required, for example if our relationship with the business or cooperation partner ends, if you yourself no longer act as contact person or similar.

#### 10 Necessity of providing your data

The provision of the data by you and the collection of the data by us for the processing of the contractual relationship with you as ticket purchaser or as natural person or as exhibitor, is necessary for conclusion of the contract. Without the data we cannot conclude a contract with you or provide invoicable services. This also applies if you wish to create and use a user account or to be accredited as a media representative.

The same applies in cases in which you wish to be approached by us for advertising purposes, or wish to participate in events or competitions.

If we collect your data in the context of contract initiation or fulfilment with a business or cooperation partner, the provision of the data is typically necessary for the contractual relationship with the company for which you work; we would be typically unable to provide services without the data.

#### 11 Automated decisions in individual cases or Profiling measures

No automated decision making or profiling takes place, neither for the creation and execution of the contractual relationship with you, nor for advertising approaches, nor for the processing of your participation in events or competitions.

If you have a user account on one of our platforms and are logged in there, we evaluate your interests on the basis of the actions you have taken in order to send you information on products and services tailored to your interests. An automated decision making process does not take place.

(last amended 15 September 2020)



Koelnmesse Tochtergesellschaften, Repräsentanzen und Auslandsvertretungen

Koelnmesse subsidiaries, representatives and foreign representations

A list of the subsidiaries, representatives and foreign representations of Koelnmesse GmbH can be found

here: https://www.koelnmesse.com/location-and-services/services-worldwide/sales-network/