

# General Conditions of Participation Connichi

## 1 General information

### 1.1 Organizer

The organizer and legal entity is Animexx e.V., Brunhamstraße 21, 81249 Munich, Germany. Registered office: Munich, VR 16797, Register court: AG Munich, UStIdNr: DE228453533.

### 1.2 Scope

The following conditions of participation apply between the organizer (hereinafter also referred to as "Connichi") and the contractual partner (hereinafter referred to as "stand operator").

The inclusion of the stand operator's General Terms and Conditions is hereby objected to.

In addition to these conditions of participation, the house rules and the safety regulations of the venue apply.

## 2 Application

Interested stand operators can apply for a stand space at the event via the organizer's website. Submitting the online application form constitutes a legally binding offer and is valid without signature. The stand operator is obliged to fill in this form truthfully and must inform the organizer as soon as possible of any changes to data relevant to the contract. The stand operator is bound by his registration.

Furthermore, certain additional services can be booked by the stand operator. These must be specified in the registration.

The contract is concluded between Connichi and the stand operator through offer and acceptance. Connichi decides on the acceptance taking into account the event objective and the available space.

Connichi is entitled to reject applications without giving reasons.

With the application, the stand operator assures that he has duly registered his business in

accordance with § 14 GewO and complies with the tax regulations.

Connichi has the right to limit the registered range of goods and to grant exclusive rights for individual products.

The exclusion of competitors cannot be demanded.

There is no legal claim to the allocation of a specific stand location, not even to stand locations from the previous year.

The prices for the stand rental, as well as all other cost items, are listed on the registration form and in the appendices. The total amount to be paid is calculated from the sum of the desired individual items.

## 3 Subject of the contract

### 3.1 Rental of stand space

The subject of the contract is the rental of stand space on the days of the event.

The stand operator is not entitled to sublet the stand space allocated to him in whole or in part, to exchange the stand space or to leave it to a third party in any other way. If the stand area is sublet, exchanged or otherwise ceded to a third party without the consent of Connichi, the stand operator is obliged to pay a contractual penalty amounting to 50% of the stipulated rent. The right to terminate the contract for good cause, even during the event, remains unaffected.

### 3.2 Photography and filming

Commercial photography and filming within the event area is only permitted for companies/persons approved by Connichi.

### 3.3 Name publication and data protection

Connichi processes personal data of the stand operator and its employees only in accordance with the statutory provisions and only to the extent necessary for the performance of the contract.

With the conclusion of the contract, the stand operator grants Connichi permission to process the name of the stand operator as well as all data

mentioned in the application and to use them for information and advertising purposes at Connichi as well as on the website.

The stand operator agrees that Connichi and Animexx e.V. may contact him by phone, eMail or mail and, for the possible fulfillment of the contract, forward his relevant data to contractual partners. This consent can be revoked at any time with effect for the future. Details of the privacy policy can be found at <https://www.connichi.de/datenschutz/> and <https://www.animexx.de/datenschutz.php>.

### 3.4 Sale of food and goods

The serving and sale of beverages and food as well as prepared meals is prohibited.

For the protection of visitors and the event facility, the sale of products made of glass or in glass containers is not permitted.

The Connichi is allowed to deny the stand operator the sale of goods, even without giving reasons, at any time during the event for good cause.

The stand operator is responsible for compliance with the protection of minors.

The stand operator must be notified immediately in writing by Connichi of any conditions imposed by the local health and regulatory authorities. The stand operator is obliged to comply with the conditions notified to him. All disadvantages associated with non-compliance with the conditions, such as the imposition of fines and/or penalties, as well as damages of any kind, shall be borne by the stand operator. In these cases, the stand operator releases Connichi from liability.

## 4 Assembly and disassembly

### 4.1 Parking, loading and unloading

Connichi shall not be liable for any damage caused to vehicles of the stand operator during loading and unloading on the event premises, unless such damage is due to gross negligence on the part of Connichi.

For loading and unloading, the assigned areas can be approached during the set-up and dismantling times. In order to optimize the loading and unloading process, the instructions of the helpers on duty in the loading zones or the specially assigned stewards must be followed. Escape routes must be kept clear at all times. Due to acute danger to persons, walking speed (max. 7km/h) applies in the entire inner courtyard. Driving and parking in the inner courtyard during loading and unloading is at your own risk.

The Connichi reserves the right to charge a deposit of 50,- Euro upon entry. If a vehicle is parked on the loading area for longer than 2 hours, the claim for reimbursement is forfeited.

### 4.2 Assembly and disassembly

The assembly and disassembly must be carried out in the times communicated in advance.

Stand construction must be completed no later than one hour before the start of the event. If the stand has not been completely set up by then, for reasons for which the stand operator is responsible, a contractual penalty of 100 euros net is payable to Connichi.

The stand operator must be ready to sell punctually at opening time on all days of the event. Otherwise, Connichi may terminate the contract for good cause and dispose of the stand space elsewhere. The stand operator remains obliged to pay the agreed rent and damages.

All of the stand operator's material must be stored within the stand area. There is no storage space for empties or other items on the event premises.

The stand may not be vacated in whole or in part before the official end of the respective opening hours for the area. In case of violation, the stand operator is obliged to pay a contractual penalty in the amount of 50% of the rent.

The stand operator is liable for any damage to the floor, the walls, the material provided on a rental or loan basis, the building, the entire Connichi premises or the trees. The stand area must be returned in proper condition, at the latest by the date set for the end of dismantling or clearing. Damage must be reported and

repaired. Otherwise, Connichi is entitled to have this work carried out at the expense of the stand operator. Further claims for damages remain unaffected by this.

Stands not dismantled on time will be removed by Connichi at the expense of the stand operator.

Connichi reserves the right to charge each stand operator a deposit of 50,- Euro net upon arrival at the event location. This deposit will be returned to the stand operator after dismantling the stand on the last day of the event, provided there are no complaints. If the cleaning obligation of the stand operator has not been fulfilled and/or further cleaning by Connichi is necessary, Connichi reserves the right to retain the deposit as an expense allowance.

The stand operator is obliged to sign out before his final departure and after the end of the dismantling and to have the stand area accepted by Connichi or a deputy. If this is not done, a contractual penalty of 50,- Euro net is to be paid.

### 4.3 Guarding of the event area

The general guarding of the event area is taken over by Connichi without liability for losses and damages.

The stand operator is responsible for supervising and guarding the stand. This also applies during the construction and dismantling periods.

Special guards are only permitted with the approval of Connichi.

## 5 On site

### 5.1 Advertising

Advertising of any kind is only permitted on the rented stand area for the stand operator's own business and only for the products manufactured or distributed by him, provided that these have been registered and approved in advance.

Connichi is entitled to remove or have removed any unauthorized advertising or advertising structures at the expense of the stand operator.

It is not permitted to use so-called roll-ups or beach flags for advertising purposes outside the

allocated stand area. Special permits are possible on site.

Advertising is to be laid out in such a way that it cannot lead to littering of the event site. Additional disposal costs will be charged according to the polluter pays principle.

### 5.2 Stand operation

The stand operator must ensure that the stand area is kept clean and safe for traffic at all times.

Any sale as well as the distribution of free product samples outside the rented stand areas and premises is prohibited. Special permits are possible on site.

The stand operator is obliged to clean his stand areas both daily and after dismantling.

Additional disposal costs are charged according to the polluter pays principle.

Connichi is authorized to determine the content and design of the stands on an occasion-related basis. Structural changes to the rented stands, gross contamination in the area of the stand location, as well as spatial expansion of the stand location, are not permitted.

At all times, the instructions of the security service must be followed.

Fire department access roads, escape routes and hydrants must be kept clear. In the event of obstruction, stand clearance must be expected at the expense of the stand operator.

The stand operator is obliged to protect the environment and nature. No attachments of wires, cables, etc. may be made to the tree stand.

The stand operator is only allowed to stay at his stand unscheduled three hours before and two hours after the official opening hours of the area. Outside this time frame, a stay on the premises is prohibited. This does not apply to set-up and dismantling times.

When staying on the Connichi grounds between 22:00 and 06:00, the night's rest must be observed. Annoyance of the residents by noise is to be avoided.

## 5.3 Exhibitor badges

Connichi provides the stand operator with exhibitor or dealer passes, the number of which depends on the size of the stand. These passes will not be sent out before the start of the event, but will be issued on site. Passing on these passes to third parties is prohibited.

When entering the event grounds for the first time, the stand operator must contact Connichi immediately. Thereafter, entry to the premises is only permitted with a valid pass.

In case of misuse or passing on to third parties, all passes issued to the stand operator will be charged. Misused passes will be confiscated without replacement.

The loss of a pass must be reported to Connichi immediately. The stand operator is liable for all damages caused by delayed notification of loss.

## 5.4 Checking the footprint

Connichi is entitled to check at any time whether the stand operator is using the provided stand space appropriately and in accordance with the contract with regard to the size of the stand and the products exhibited and offered.

If goods that are not permitted are offered on the stand area, Connichi is entitled to have the stand area cleared at the expense of the stand operator.

## 5.5 Electricity, gas and water supply

### 5.5.1 Power supply

The electricity flat rate includes the cost of providing electricity junction boxes, consumption, and connection to the grid.

Power connections between the stand and the power connection box must be made independently by the stand operator. All materials used for this purpose must be in proper condition and comply with the applicable guidelines.

All electrical equipment must comply with the applicable guidelines (VDE and DGUV-V3) for electrical equipment. Only pre-registered devices may be used.

Devices must not be operated unattended.

Cables and plugs must be checked for damage by the stand operator before the start of the Connichi. Damaged cables must be replaced. Electrical switchgear must not be accessible to visitors and loose cables must not pose a tripping hazard.

### 5.5.2 Gas supply

Use of liquid gas equipment and cylinders is strictly prohibited.

### 5.5.3 Water supply

There is no supply and provision of a fresh water and sewage connection.

## 5.6 Fire protection

All materials used for the structure must be flame retardant as defined by the applicable fire safety regulations.

Fire extinguishers (category ABC) with at least 6 kg of extinguishing agent should be placed at the stand in such a visible manner that every employee of the stand operator knows this location and can use these agents in an emergency.

## 5.7 Waste disposal

The stand operator is responsible for the complete disposal of the waste produced on his stand. Connichi provides a central waste disposal facility (compactor or container) for this purpose, which must be used by the stand operator.

Should the stand operator dispose of waste elsewhere, Connichi may terminate the contract for good cause and dispose of the stand area elsewhere. The stand operator remains obliged to pay the agreed rent and damages.

## 5.8 Playing audio media

The playing of music and other sound media within the stand areas is not permitted without the consent of Connichi.

The Connichi must be notified in advance of the playing of media subject to GEMA. The Connichi has the right to prohibit the playing.

The volume is to be chosen in such a way that neither the visitors nor other stand operators are disturbed by it. In case of doubt, the Connichi

will decide. Loudspeakers must be directed towards the inside of the stand. Connichi may issue warnings in the event of violations of this regulation.

The stand operator is obliged to register the playing of sound media with the Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte (GEMA) and to pay the respective royalties.

The stand operator shall indemnify Connichi against all claims asserted by GEMA against Connichi due to the playing of sound media by the stand operator. In this context, the stand operator shall also assume the costs of the necessary legal defense of Connichi, including all court and attorney's fees. This does not apply if the stand operator is not responsible for the infringement.

## 6 Terms of payment

Upon conclusion of the contract, Connichi will invoice the rental fee including any additional services booked or commissioned. The invoice is considered received when it has been sent to the e-mail address or another contact address agreed with the provider and no delivery error has occurred.

The amount is due for payment to the account specified in the invoice no later than 14 days after receipt of the invoice. If the stand operator does not pay after a reminder, Connichi can withdraw from the contract and demand compensation.

All prices are net plus the applicable statutory value added tax. Complaints must be made in writing immediately, at the latest seven calendar days after receipt of the invoice. Later objections will not be recognized.

If the invoice is issued to a third party at the request of the stand operator, the stand operator remains the debtor and is obliged to make timely payment.

A reduction of the stand rent can be made by a consideration on the part of the stand operator, such as a sponsorship in kind. These provided items must arrive at the latest 8 weeks before the Connichi.

## 7 Cancellation

If provisions of these Conditions of Participation are violated and such conduct in violation of the contract is continued despite a warning, Connichi may exclude the stand operator concerned with immediate effect.

Connichi is entitled to terminate the contract with the stand operator for good cause without notice. An important reason exists in particular if

- a. the stand operator has made false statements to Connichi,
- b. a product range not agreed with Connichi is or will be offered,
- c. the stand operator has not completed the construction of the stand at least one hour before the start of the event,
- d. the stand operator has assigned his rights under the contract to third parties without the consent of Connichi or
- e. could cause personal injury, property damage or financial loss through grossly negligent conduct

If the stand operator is responsible for the termination for cause, he remains obligated to pay the stipulated rent.

If Connichi is responsible for the cancellation, payments already made will be refunded.

Claims for damages by the stand operator against Connichi due to termination, cancellation, postponement or shortening of the event are excluded.

After conclusion of the contract, withdrawal from the registration by the stand operator is possible, however, depending on the time interval until the event, a percentage of the rent will be due:

- a. More than 60 days before the start of the event: free cancellation,
- b. 60 to 40 days before the start of the event: 25% of the stand rent,
- c. 40 to 30 days before the start of the event: 50% of the stand rent,
- d. less than 30 days before the start of the event: 100% of the stand rental fee, provided that no substitute tenant can be found on the part of the stand operator or

Connichi. Connichi is not bound by the proposals of the stand operator and may reject the proposed substitute provider(s) without giving reasons.

After conclusion of the contract, a withdrawal from the acceptance by Connichi is possible up to 21 days before the start of the event. Payments already made will be refunded.

The cancellation must be made in writing by eMail.

## 8 Force majeure

Unforeseen events and force majeure that make it impossible to carry out the event or parts of the event as planned and for which Connichi is not responsible entitle Connichi to cancel the event or parts of the event, to shorten its duration or, if space conditions, official orders or other serious circumstances make it necessary, to change the stand area of the stand operator. A change of location or time or any other change shall become part of the contract upon notification to the stand operator.

In case of cancellation of the event or a part thereof, due to force majeure or other circumstances beyond the control of Connichi up to 7 days before the start, any amounts already paid will be refunded to the stand operator. After that, 25% of the paid fees will be due.

In the event of a shortening or premature termination of the event or a part thereof, the stand operator may not withdraw from the contract and has no claim to full or partial repayment of the rent and additional services ordered.

In case of reduction of the stand space, which results in the stand operator not being able to participate in the event, the rent already paid and payments already made for additional services will be refunded.

## 9 Liability

### 9.1 Indemnification for infringements of third parties

The stand operator is obliged to observe all applicable laws and other legal regulations of the Federal Republic of Germany when using the stand space and exhibiting and advertising the product range.

The stand operator undertakes not to infringe the rights of third parties. This applies in particular to personal rights and intellectual or industrial property rights of third parties (e.g. copyrights, trademark rights, etc.).

The stand operator shall indemnify Connichi against all claims asserted by third parties against Connichi due to the infringement of their rights by the supplier. The stand operator shall also assume the costs of the necessary legal defense of Connichi, including all court and attorney's fees. This does not apply if the stand operator is not responsible for the infringement.

### 9.2 Insurance of the stand operator

The stand operator undertakes to take out public liability insurance for the event. The business liability insurance must cover personal injury, property damage and financial losses to a sufficient extent.

At the request of Connichi, the stand operator must provide proof of business liability insurance.

### 9.3 Limitation of liability

Connichi accepts no liability for damage to the stand objects, the stand equipment of the stand operator or consequential damage caused by third parties during the event or during assembly and dismantling.

Connichi is not liable for any success of the event whatsoever and any profit and turnover expectations of the stand operator.

The liability of Connichi, insofar as such liability should exist notwithstanding the above provisions, shall in any case be limited to damages caused by Connichi, its legal

representatives or assistants intentionally or through gross negligence or based on the breach of a primary obligation essential to the contractual relationship.

Liability for culpable injury to life, limb or health shall remain unaffected. This also applies to the mandatory liability under the Product Liability Act.

Connichi shall not be liable for storm damage, accident damage, cancellation or interruption of the event or any part thereof.

If the rental contract cannot be fulfilled for reasons for which the Connichi is not responsible, there is only a claim for repayment of the stand rental minus the payments already made and still to be made by the Connichi.

Connichi accepts no liability for any damage to property or bodily injury suffered by the stand operators or third parties on the event premises as a result of violence, theft or other illegal acts.

An exclusion from the event due to a violation of the conditions of participation does not constitute an obligation of Connichi to pay damages to the stand operator.

In addition, Connichi is in no way liable for any damage, costs or loss of revenue incurred by the stand operator as a result of power failures, overloading, technical defects or other technical services.

The stand operator is liable for damage to the ground at his stand location and within a radius of one meter around the stand location, provided that he is responsible for the damage.

The stand operator is liable for all damages incurred by third parties or Connichi on the stand of the stand operator or through the stand operator's activities.

## 10 Final provisions

Changes or additions require the text form. Verbal agreements do not exist.

The place of jurisdiction for all mutual obligations, including all payment obligations, is Munich.

German law and the German text shall prevail.

All possible claims of the stand operator arising from the contract concluded with Connichi, as well as non-contractual claims, must be filed in writing with Connichi no later than 10 days after the end of the event. Irrespective of this, they shall become time-barred if they have not been asserted in court before the end of the calendar year in question.

Claims for compensation against Connichi due to deterioration or reduction of the rental object shall become statute-barred within 12 months beginning on the last day of the event.

The stand operator is jointly responsible for the success of the event. Actions that disturb, hinder or endanger the event, the visitors or other stand operators in an unacceptable manner are therefore to be refrained from. The ban on alcohol, smoking, weapons and animals that applies to the event applies to all persons on the entire event site.

Unattended bags, backpacks, etc. must be reported immediately to the organizer.

In an emergency situation, the stand operator and his staff are obliged to follow the instructions of the staff in charge of security and the arriving rescue and law enforcement personnel without fail.

In accordance with the right to freedom of expression applicable under the Basic Law of the Federal Republic of Germany, certain disruptions to the event are possible and unavoidable for a limited period of time. The Connichi is not liable for any resulting damage.

## 11 Severability clause

The possible invalidity of individual provisions of these Terms and Conditions of Participation shall not affect their continued existence or the validity of the remaining provisions. A new provision shall be made for the affected part which comes closest to the original provision in terms of economic effect and content.