



Special Terms of Participation for Exhibitors

(Attachment to regulations in the General Participation Directives of IDFA)

1) Terms for exhibiting

The General Participation Directives of the IDFA members (a partnership of German fair and exhibition cities, dated 11/2009) and also the Technical Directives of MESSE BREMEN (dated 12/2018) are supplementary and of lower priority to these Special Terms of Participation. The regulations contained in these Special Terms of Participation have priority over the regulations in the General Participation Directives of IDFA in so far as they are in contradiction to these. The same applies to the Technical Directives in so far as they are in contradiction to the above named directives.

2) Organizer (Information and Booking) / Venue

MESSE BREMEN
M3B GmbH
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28215 Bremen, GERMANY
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Fax: +49 421 / 3505-15 460
E-mail: info@jazzahead.de
www.jazzahead.de

3) Date

28 April – 01 May 2022

4) Opening hours

Exhibition:
28 April – 30 April 2022: 10.00 a.m. to 07.00 p.m.
01 May 2022: 10.00 a.m. to 12.00 p.m. – Jazzahead! Farewell Breakfast
Entrance for exhibitors: every day one hour before the official opening time. Subject to modification.

5) Hours of set-up

Hall 5
27 April, 2022:
From 12.00 p.m. to 08.00 p.m.
(Car access to the hall is only possible until 05.00 p.m.)
28 April, 2022:
From 07.00 a.m. to 09.00 a.m.
(No car access to the hall possible)
The exhibitor guarantees the adherence to this time limit. Subject to modification.

6) Hours of dismantling

30 April 2022:
From 08.00 p.m.
01 May 2022:
From 10.00 p.m. to 06.00 p.m.
Subject to modification.

7) Registration deadline

25 March 2022

8) Registration

Registration for the trade fair must be carried out using the registration forms provided by MESSE BREMEN. With the submission of the registration the exhibitor expresses to MESSE BREMEN the serious interest in participation in the fair and in the renting of an appropriate exhibition stand. The exhibitor declares himself/herself in agreement with any changes in relation to the positioning of the stand within the exhibition. The exhibitor can express wishes for particular positioning in his/her registration without this resulting in a claim to special positioning. Registrations with reservations are not considered to constitute a serious

interest in participation and shall not be considered. Further, upon submission of registration the exhibitor recognizes these Terms of Participation, the General Participation Directives of IDFA (dated 11/2009) and the Technical Directives of MESSE BREMEN (dated 12/2018) for the event. The contract governing participation in the fair including the stand rental fee is concluded with MESSE BREMEN's written acceptance (confirmation) of admission – also by fax – in accordance with the conditions of these Special Terms of Participation, the General Participation Directives of IDFA and the Technical Directives under consideration of the order of priority given in the item naming these conditions.

9) Nomenclature

Exhibitors must come from the jazz music scene or other related areas: labels, musicians, publishing houses, festival and concert organizers, agencies, talent scouts, jazz club operators, jazz producers, instrument makers and distributors, jazz departments of colleges of music, radio and TV editors, technical equipment, arts, distributors, promoters. Other providers upon request.

10) Conditions of admission

Admission shall only be granted to companies, associations and institutions that correspond to the nomenclature of the event (see Fig. 9 above). MESSE BREMEN shall decide on admission to the event and on stand location at its discretion. The admittance of other companies, associations and institutions to the rented stand is only possible as a registered co-exhibitor and with the prior consent of MESSE BREMEN. Direct sales to visitors on the occasion of the fair are likewise only permitted with the prior written consent of MESSE BREMEN. Exhibitors do not have a legal claim to admission to the fair.

11) Stand rental fees

Corresponding to the registration form. All prices are net prices (+19% VAT). For two storey stands the projecting part will be invoiced with 25% of the price per sqm floor space. The AUMA fee (Ausstellungswirtschaft, 0,60€ per sqm exhibition space) has to be paid additionally. Furthermore, a fee for waste disposal of 2,50€ per m² will be charged.

12) Special services

Special services, such as electrical power supplies and telecommunications etc. must be ordered on separate technical order forms. The exhibitor will be charged separately for the special services. Water supply and drainage can only be installed according to technical possibilities. Special services must be ordered by **30 March 2022**. Up to that date the special services will have to be ordered. After that date guaranty cannot be given that (specific) special services will be possible to be prepared/dismantled or delivered in sufficient numbers. **From the 20 April 2022** onwards 25% on top will be charged. MESSE BREMEN reserves the right to employ subcontractors. They are part of the application and contract. MESSE BREMEN will arrange general supervision and security of the halls and fair grounds. Security and cleaning of individual exhibition stands and exhibited articles must be arranged by the exhibitor. Contracting companies are available for stand guarding and cleaning.

13) Terms of payment

All prices are net prices subject to the statutory VAT. VAT shall be stated separately by MESSE BREMEN in the invoices. Invoicing shall be carried out after conclusion of the particular contract after dispatch of registration confirmation by MESSE BREMEN. The invoice sums are to be paid within the time(s) stated in the invoice, as a rule within 14 days, starting from the date of the invoice, in full amount and without deductions as a cashless payment to MESSE BREMEN.

14) Cancellation & non-participation on the part of the exhibitor and lump sum damage claims

After a contract on participation in the fair has come into being through delivery of the confirmation of registration the exhibitor has to pay the full rental fee to MESSE BREMEN even if he/she withdraws from (cancels) the contract or does not take part in the fair for other reasons. If the withdrawal (cancellation) from the effected contract occurs more than two months prior to the start of the event, the exhibitor shall pay to MESSE BREMEN 50% of the agreed rental fee; if the withdrawal (cancellation) occurs within two months prior to the start of the event, 100% of the agreed rental fee shall be paid to MESSE BREMEN. The rental fees/compensations named above (summed up below under "Fees") shall be reduced to the extent to which MESSE BREMEN succeeds in finding a replacement for the withdrawing exhibitor and under consideration of any additional costs arising in relation to renewed rental of the stand. The parties are permitted to substantiate a lower or higher fee. Further, a lump sum fee shall not be charged in so far as the withdrawal (cancellation) from the contract is affected by the exhibitor for a reason for which MESSE BREMEN is responsible. In case of force majeure, the IDFA Guidelines (paragraphs 8.0-8.5) of the „General Guidelines of participation for fairs and events of IDFA Members“ apply. In these cases, in addition to paragraph 8.2, MESSE BREMEN retains 30% of the total trade fair stand invoice for the costs incurred up to that point and the administration effort.

15) Cancellation, postponement, interruption, closure of the event

After the contract has been concluded, the organiser may fully or partly cancel the event, postpone it, shorten it, stop it, interrupt it or close it if conducting the event at the venue and/or at the specified time is totally or partially impossible or if there is good reason to do so and the organiser or the organiser's agents are not responsible for it.

In the case of a cancellation of Jazzahead! 2022 due to force majeure or other circumstances for which MESSE BREMEN is not responsible, there shall be no right to expect the event to take place. MESSE BREMEN reserves the right after approval to rebook participants onto a corresponding online event instead of cancelling the event. The quality and knowledge that is imparted will match that of the face-to-face event. For this rebooking, the participants will receive an appropriate price reduction, which recognizes the missing participation in the lack of personal face-to-face contact.

In the event of a cancellation by MESSE BREMEN, the only obligation is for the participation fees that have already paid to be refunded. Any claims for the reimbursement of travel and accommodation costs and/or loss of working hours shall be excluded, unless such costs are incurred due to gross

negligence or intentional behaviour on the part of MESSE BREMEN.

16) Safety instructions

Driving on the fair ground is only permitted for loading and unloading. The maximum speed is 5km/h. The road traffic regulations (StVO) shall apply. During the opening hours of the fair any kind of traffic on the fairground is prohibited.

Fire extinguishers, emergency exits and warning and information signs have to be directly accessible and clearly visible. All aisles must be free for possible rescue operations.

17) Cleaning / Waste disposal

The exhibitors are bound to use underlays for greasy / oily exhibits. Any kind of soiling of the floor or the fair ground is prohibited. All resulting cleaning costs have to be paid by the exhibitor. The exhibitors are bound to collect and dispose of the waste in the garbage bags that are offered by the contracting company, especially during dismantling. In case the exhibitor does not abide by this, MESSE BREMEN or another third party will invoice this service after the event. Additional cleaning services can be ordered via the web shop. The pasting of the partition walls is only possible with an adhesive tape which remains the surface clean and without any residue after removing. After the exhibition every exhibitor has to remove all material from the partition walls and the stand construction equipment and have to remove this in to the original state. Should this not take place, we will invoice the additional cleaning (27,50€ plus VAT per hour) and the possibly damaged partition walls (29,00€ plus VAT. per wall panel).

18) Set-up / Decoration

In the interests of an overall representative impression of the fair, the exhibitor is bound by the rules and regulations of MESSE BREMEN.

MESSE BREMEN must be consulted if stands exceed the normal height of 2.50 meters. MESSE BREMEN does not supply partition walls for stand separation. These have to be ordered and paid for separately. Stand set-up must be completed by 28 April 2022 at 09.00 a.m. At this time, the stands must be clean and all packaging material removed.

Should the exhibitor not have begun to set up his stand by 28 April 2022 at 08.00 a.m., the stand is at the disposal of the organizer and may be passed on to other applicants. The obligation of paying the stand fee remains notwithstanding.

19) Dismantling

Stand dismantling and removal of all exhibition goods brought to the fair by the exhibitor must be concluded by 01 May 2022 at 06.00 p.m.

20) Advertising

The rented stand has space for advertising up to a maximum height of 2.50 m. Banners and company signs must not extend beyond stand dimensions.

21) Regulations for selling

Sales transactions are permitted. This excludes gastronomic products. For all exhibits, prices are to be clearly marked including V.A.T. and other hidden costs. During consumer events the exhibitor undertakes to refrain from all unfair competition against other exhibitors and local businesses.

22) Exhibitor passes

The exhibitor passes are valid from the first to the last day of the fair. The number

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of exhibitor passes free of charge depends on the number of square meters. For details see the registration form. Additional exhibitor passes may be ordered at extra charges of 165€ plus 19% VAT.

23) Copyright of photos or films

MESSE BREMEN and, with their agreement also press and TV teams are allowed to take photos and video clips showing the event activities, trade show visitors and exhibition stands. The material may be used free of charge for publication purposes in media and in public relation material related to the trade show edited by the organiser.

24) Data protection

The data you provide in registering for the fair will only be captured in connection with the purposes relating to the fair Jazzahead! and only processed for those purposes. We only transfer the data to third-parties if prescribed by law or if you have given your consent for this, for example in cooperative events. In some cases your data will be given to businesses that perform services in our commission.

We save your personal data to fulfill the contract on the basis of art. 6 para. 1 lit b of the General Data Protection Regulation. After the conclusion of our business relation you can object to the saving of your personal data at any time under info@jazzahead.de. Your personal data will then be blocked for the duration of the legal obligation of storage and deleted when the binding purpose expires. Our information on data protection in accordance with art. 13, art. 14 and art. 21 of the EU General Data Protection Regulation has been attached here, you can view it under www.m3b-bremen.de/eu-dsgvo or request it from info@jazzahead.de.

25) Using data for promotional purposes

The organiser is interested in maintaining customer relationships with its exhibitors and in sending them information and offers for similar events and services. Therefore, the data received with the submission of the registration details (company name, address, phone number/fax number and email address) is processed by the organiser and in some cases by its service partners, for sending relevant event-related information and offers in accordance with Article 6 para. 1 lit. f of the GDPR via email. You can raise an objection with the organiser against the use of your data for direct advertising at any time; this also applies to profiling, as far as it is related to direct advertising. If you object to the processing for purposes of direct advertising, data is not processed any longer for these purposes. You can raise an objection without giving any reasons, without any formalities, and without having to incur any extra charges apart from the normal mailing charges according to the basic tariffs. If you have such objections, please send them to M3B GmbH, Findorffstraße 101, 28215 Bremen / datenschutz@m3b-bremen.de.

26) Valid version

Only the German version of these conditions of participation shall prevail.

27) Severability clause

Should the conditions of participation be or become partially ineffective or if any loopholes are found, the validity of the other provisions and the contract shall not be affected. In that case, the parties agree to replace the ineffective provision with another provision or to fill the loophole with a regulation that comes closest to

achieving the economic intent of the parties.

28) Place of fulfilment and jurisdiction

The place of fulfilment shall be Bremen. The same applies for the place of jurisdiction, if the tenant is a merchant or a legal person under public law, or if he does not have a general place of jurisdiction within Germany. The organiser also has the right to bring legal action against the exhibitor at the exhibitor's general place of jurisdiction.

29) Verbal agreements

The organizer retains the right to modify or supplement the conditions; such alterations need to be made in written form. Verbal agreements must be confirmed in writing by MESSE BREMEN before they can be considered as valid. Based on the original German text, the German text shall be legally binding for any and all legal claims.

Recent changes: 01/09/2021