



**TERMS OF  
PARTICIPATION**

**18.10. - 20.10.2024**

**Messe Dortmund**

## TERMS OF PARTICIPATION

### Preamble

Your contractual partner is South West Vision GmbH, Heisinger Straße, 45134 Essen.

The following conditions for participation in the ADAC SimRacing Expo 2024, as well as the Technical Guidelines and the House rules of Messe Dortmund GmbH are the contractual basis for participation in the ADAC SimRacing Expo 2024 and thus binding for each exhibitor (in accordance with Clause 8 of the Conditions of Participation) on the conclusion of an Investment agreement with South West Vision GmbH. A possible event for the ADAC SimRacing Expo 2024 from the Hygiene concept prepared by South West Vision GmbH will also be part of the participation agreement according to In accordance with paragraph 39.

In addition, the general terms and conditions at <https://simracingexpo.de/agb/> apply in their respective up-to-date Hold it. The status of validity of the respective regulations in the event of contradictions within the respective regulations follows: the principle of 'special scheme' before 'general scheme' and 'individual agreement' before 'general scheme'. Deviating conditions are objected to. They are not considered as agreed even if they are sent to us and we have not explicitly contradicted it again. deviations from these regulations and the GTC and her regulations require the written confirmation of the management of South West Vision GmbH.

### 1. Exhibition title

ADAC SimRacing Expo

### 2. Event location

Messe Dortmund, Rheinlanddamm 200, 44139 Dortmund, Germany

### 3. Duration

Friday, 18.10. - Sunday, 20.10.2024

### Opening hours:

10:00 a.m. until 06:00 p.m., daily

### Admission times exhibitors:

Daily from 09:00 a.m., Stands must be occupied by 09:45 a.m. at the latest. Stay in the halls and outdoor area until 07:00 p.m. at the latest for safety reasons.

### Admission times visitors:

9:45 a.m. - 05:00 p.m., daily

### 4. Organizer

South West Vision GmbH, Heisinger Str. 11, 45134 Essen, Deutschland  
USt ID DE 361801749 | HRB 34632, Gerichtsstand Essen

[info@southwest-vision.com](mailto:info@southwest-vision.com) | [www.southwest-vision.com](http://www.southwest-vision.com)  
[info@simracingexpo.de](mailto:info@simracingexpo.de) | [www.simracingexpo.de](http://www.simracingexpo.de)

Hereinafter referred to as the "Organizer".

### 4. Exhibition Offer

The products, services and organizations admitted as are divided into the following categories:

- SimRacing (Hard- and Software)
- other Simulation or Simulationstechnik
- Automobile (E-Cars, Sport cars, Racing cars, Concept-Cars, Oldtimer)
- Automobile Club
- Shop / Wholesaler
- Consumer Electronics
- Organisations and associations
- Others

The organizer expressly reserves the right to make changes or approvals to the above exhibition offer.

### 6. Participation price

The net stand area price (excluding stand construction and equipment) per square meter of floor space for

Early booking until	31.12.2023	€ 98,50
Booking until	15.05.2024	€ 109,00
Late bookers until	31.08.2024	€ 149,00

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Bookings made after 01.09.2024 will be checked individually for availability.  
The booking date is the date of the written signature of the binding order and the contract documents.

Each square meter or part thereof is charged in full.

The net price of the standing space includes both the provision of the standing space and the other services of the organizer, unless other services in accordance with these conditions of participation or other offers of the organizers (e.g. in the OnlineServiceCenter) against special charges.

The participation price and all other fees are calculated in euros and are net prices, in addition to which VAT is calculated at the respective statutory rate for the time of the event and is payable at the statutory location. The terms and conditions of payment agreed in these regulations shall apply, unless the invoice as a more specific regulation deviates from this.

In the event that the value added tax changes in the period between invoicing and the next trade fair, a post-calculation will be carried out in accordance with the applicable regulations.

The exhibitor is obliged to prove to the organizer, upon request, that he is an entrepreneur within the meaning of the German VAT Act is.

### 6.1 AUMA-fee

The organizer is obliged to collect the AUMA fee of **€ 0.60 net per sqm** of stand area (hall and outdoor area) from its exhibitors. This amount is calculated by the organizer and paid directly to the Association of the German Trade Fair Industry (AUMA). As the umbrella organization of the German trade fair industry, AUMA represents the interests of exhibitors, visitors and organizers; it provides information and advice to trade fair visitors from Germany and abroad. More information on the Internet at: [www.auma.de](http://www.auma.de)

### 6.2 Energy cost and environmental flat rate

The proportional flat-rate energy and environmental fee is **€ 1,03 net per sqm** of stand area (in accordance with items 29 and 30 below, item 6 of the Technical Guidelines).

All prices are in addition to any taxes and duties levied in the exhibitor's country. The organizer is entitled to charge such taxes and duties even if they were not yet known or levied at the time of registration. As the organizer, the organizer reserves the right to deviate/supplement participation prices and conditions of participation for exhibition areas determined by it.

### 6.3 Media package

The media package is obligatory for all exhibitors and co-exhibitors and will be invoiced by the organizer in addition to the participation fee.

The price for the media package is **€ 129,00** for each exhibitor.

#### 6.3.1 Individual services

The media package includes the following services:

##### Print:

- Mandatory entry/naming of the exhibitor/co-exhibitor in the alphabetical list of exhibitors of the ADAC SimRacing Expo incl. naming of the respective category in the trade fair info guide (print)
- The illustration of the stand location in the hall plan (incl. onsite)

##### Online:

- Entry in the exhibitor directory of the ADAC SimRacing Expo website [www.simracingexpo.de](http://www.simracingexpo.de)
- Announcement as exhibitor on the social media channels of the organizer and any partner media
- Placement in the Content Hub (online) on the websites of the organizer and any partner sites
- Placement of exhibitor logo on [www.simracingexpo.de](http://www.simracingexpo.de) incl. Link

##### Marketing activities and materials:

- After admission, personalizable marketing materials will be made available to the exhibitor for download in the Online Service Center.

#### 6.3.2 Warranty and liability

The organizer assumes no liability for the accuracy and completeness of the data or its transmission to the official print and online media. the organizer assumes no liability. Exhibitors (including co-exhibitors and companies on joint stands) are solely responsible for the timely maintenance of their company data. The exhibitor alone is responsible for the content and legal admissibility of the data provided or entered for the company data, as well as for other entries and advertisements placed in accordance with the order. The exhibitor shall guarantee that the content provided does not infringe any industrial property rights or other rights of third parties. In this respect, the organizer is under no obligation to verify and accepts no liability for the accuracy or completeness of the content provided. Should third parties assert claims against the organizer due to the legal or competition law. If third parties assert claims against the organizer due to the legal or competition law inadmissibility of the advertisement or exhibitor entries, the exhibitor shall indemnify the organizer comprehensively against all claims asserted, including all costs of necessary legal defense on the part of the organizer. In such cases, the organizer is entitled to block the media concerned. block the media concerned.

Section 10 shall apply in addition.

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### 6.4 Co-exhibitor fee

If the inclusion of other companies (exhibitors) in the stand is permitted (see Item 16 of the Conditions of Participation), a co-exhibitor fee of € 235.00 net will be charged per company. The price for inclusion in the media package is included in this fee (see Item 6.3.). The main exhibitor is responsible for ensuring that the co-exhibitors provide the necessary information to the organizer. In this case, liability pursuant to 6.3.2. shall be borne by the main exhibitor; the main exhibitor alone shall be responsible for any recourse against the co-exhibitors. Co-exhibitors are permitted from a minimum area of 50 square meters. A maximum of two co-exhibitors are permitted from a stand area of 100 square meters. The fee is charged per co-exhibitor and includes two exhibitor passes per co-exhibitor in addition to the media flat rate. The co-exhibitor fee remains valid even if the co-exhibitor does not take part in the event. The fee shall be charged to the respective main exhibitor, unless otherwise agreed.

### 7. Registration

Registration must be made in writing, by e-mail or online via the organizer at [www.simracingexpo.de/exhibitor/registration](http://www.simracingexpo.de/exhibitor/registration) and is a binding offer for the registering exhibitor.

The online registration must be completed in full and is also valid without signature and stamp by sending it. The organizer expressly reserves the right not to process incomplete registrations. Reservations and conditions (e.g. exclusion of competitors) are not permitted when registering. If these are included in the registration form, they shall only become legally effective if they are confirmed in writing by the organizer. By registering, in writing or online, the exhibitor recognizes these conditions of participation, in accordance with the the supplementary provisions in the Online Service Center and the provisions in the order forms in accordance with the order forms in accordance with the Terms of Use of the Online Service Center (OSC) of the ADAC SimRacing Expo as binding. All the aforementioned contractual texts are available at the offices of the Fürth branch of South West Vision GmbH, Flugplatzstraße 104, 90768 Fürth for inspection. The validity of conflicting or supplementary general terms and conditions of the exhibitor is excluded, even if these are not expressly contradicted. After the online registration, the exhibitor will receive an electronic confirmation of receipt from the organizer, which does not constitute an order confirmation within the meaning of Clause 8.

### 8. Registration Confirmation

The participation/exhibition contract shall come into effect upon notification of the registration confirmation with a written order confirmation from the organizer, which is sent electronically and is also valid without a signature. The organizer shall decide on the confirmation of the registered exhibitors and co-exhibitors and the details of the the respective trade fair offer (Section 5).

There is no legal entitlement to admission. Admission is subject to availability and time priority.

The exact description of the planned trade fair offers in accordance with Section 5 shall form the basis of the contract. Other than the registered other than those registered and approved may not be exhibited. The exhibition of unauthorized exhibits or those that violate legal regulations or offend against good taste is not permitted.

They may be removed by the organizer at the expense and risk of the exhibitor.

If the exhibitor defies the removal order, he shall be liable to pay a contractual penalty in the amount of on the stand a contractual penalty amounting to 10 percent of the invoiced participation fee.

In addition, the organizer reserves the right to claim further concrete damages and expenses incurred. The organizer is entitled to reject registrations without giving reasons. The confirmation issued can be revoked if the conditions for issuing it are not or no longer met.

With the confirmation of registration, the exhibitor shall receive the corresponding access data for further password-protected use of the Online Service Center (OSC). Passwords, like the access itself, must be kept secret. The exhibitor alone is responsible for securing and regulating the use of access.

### 9. Events outside the fair

If an exhibitor rents exhibition space in Dortmund or the surrounding area during the duration of SimRacing Expo, in which he exhibits or offers for sale products, services and organizations from the trade fair range of ADAC SimRacing Expo during its opening hours, the trade fair management is entitled to terminate the participation contract existing with the exhibitor and his stand with immediate effect, Furthermore, a contractual penalty in the amount of 25 percent of the invoiced participation fee shall be forfeited, without prejudice to the right of the organizer to claim compensation for any further damage.

### 10. Trademark and product piracy

It is prohibited to exhibit products, advertise organizations or offer services at the ADAC SimRacing Expo that whose manufacture, marketing, distribution, possession or advertising violates intellectual property or industrial property rights. property or industrial property rights are violated.

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If the organizer receives an enforceable court order from an exhibitor enforceable court decision, such as an interim injunction, which prohibits another exhibitor from manufacturing, marketing, distributing marketing, distribution, possession or advertising of all or some of the products exhibited or services offered by the exhibitor or services offered, the organizer shall be entitled to terminate the participation contract with this exhibitor without notice. existing participation contract with this exhibitor without notice for good cause and to close its stand immediately by way of self-help. immediately. The exhibitor affected by these measures shall be prohibited from participating in the following ADAC SimRacing Expos.

The organizer shall lift the aforementioned sanctions if it is proven by the exhibitor concerned that the enforceable court decision leading to the imposition of the sanctions has itself or only with regard to the enforceability enforceability has been revoked or amended in such a way that the conditions for termination, stand closure and exclusion from further trade fairs no longer apply. Insofar as the organizer takes measures or regulations to protect intellectual property or industrial property rights during the duration of the ADAC SimRacing Expo and an exhibitor who is accused of infringing the corresponding rights of another exhibitor by rights of another exhibitor through exhibits exhibited or offered by him at the ADAC SimRacing Expo is accused of infringing the rights of another exhibitor by exhibits exhibited or offered by him at the ADAC SimRacing Expo, does not comply with these measures or does not submit to the regulations, the organizer is shall be entitled to exclude such exhibitor from participation in subsequent ADAC SimRacing Expos. Claims for damages by the participating exhibitors against the organizer due to the contractual implementation of the measures described measures described above are excluded, except in cases of intent or gross negligence.

### 11 Stand allocation

Stand allocation shall be made by the organizer in accordance with the exhibition theme and shall be communicated in writing, usually at the same time as the invoice. The exhibitor has no claim to the allocation of a specific stand space and does not acquire such a claim by having held the same space for years. years. However, the trade fair management will take into account special stand requests as far as possible.

Each stand must be at least 20 m<sup>2</sup> in size. Smaller stands will only be rented in exceptional cases.

The participation contract is concluded between the organizer and the registering exhibitor with the sending of the "confirmation of registration/invoice" to him or, if agreed, to the invoice recipient named by the exhibitor.

is concluded. The exhibitor may lodge an objection in writing by registered letter within 2 weeks of receipt of the stand allocation. registered letter. An objection shall not affect the validity of the participation contract concluded.

The organizer will make every effort to remedy the situation. There is no legal obligation to do so.

The organizer is entitled to make subsequent changes to the stand allocation, even after the participation contract has been concluded, in particular to change the exhibitor's stand area in terms of location, type, size and dimensions in deviation from the registration confirmation, insofar as this is necessary for reasons of safety, public order, official requirements or because the trade fair is oversubscribed and additional exhibitors must be admitted or because changes to the stand allocation are necessary for a more efficient utilization of the premises and areas required for the trade fair. However, such subsequent changes may not exceed what is reasonable for the exhibitor. If subsequent changes result in a lower participation fee, the difference shall be refunded to the exhibitor. Further claims against the organizer are excluded.

The organizer is entitled to relocate or close entrances and exits to the exhibition grounds and and to the halls and to make other structural changes.

The exhibitor must expect deviations of up to 10 cm in the stand dimensions. These result from the wall thicknesses of the stand partition walls. No claims can be made against the organizer for these deviations. Partition walls, wall projections, pillars, rain pipes and fire extinguisher boxes are part of the allocated stand space. Exhibitors or their stand designers must inform themselves of the technical conditions on site and record the exact dimensions before commencing planning work. If necessary, the organizer may request sketches of the stand area and its immediate surroundings with dimensions, but no guarantee can be given for these. With the acceptance of the stand, the conditions are are recognized. Justified complaints must be reported to the organizer in writing immediately after occupation so that any defects can be rectified.

Late complaints cannot be considered and do not lead to any claims against the organizer. The liability of the organizer for damages resulting from breaches of contract in in connection with the stand allocation is excluded for all types of claims, unless the organizer is guilty of intent.

### 12. Stand partition walls

The stand limitation is obligatory if no own stand system and also no rental stand is used.

Stand partition walls can be ordered in various designs from the Online Service Center. The rental price is not included in the participation fee. Coated system walls must not be nailed, screwed, wallpapered or painted. The exhibitor is liable for any damage caused by improper handling of the walls, e.g. by screwing, nailing, use of aggressive adhesives, etc. The exhibitor is also liable for any damage caused by improper handling of the walls.

### 13. Stand construction, design and access

The equipment and design of the stands and the necessary construction are the responsibility of the exhibitor. However, the exhibitor must observe the character and appearance of the ADAC SimRacing Expo. The organizer is authorized to prescribe changes in the stand design in connection with this.

In their design and presentation of the exhibits, the stands must ensure an open approach to customers and appropriate access for visitors.

The exhibitor must observe the requirements of the hygiene concept relating to his stand construction.

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**In addition to the regulations above and below, the Technical Guidelines, including the House Rules and the "Important Information", which are provided to the exhibitor with the registration documents and in the Online Service Center (OSC) , also apply.**

Stands that detract from the overall appearance of the trade fair or the hall or do not meet the above requirements will not be accepted by the trade fair management. The same applies to inadmissible advertising statements.

The organizer has the right of determination (§ 315 BGB). It is imperative that stands are built onto the neighboring stand without loss of space. The allocated stand dimensions may not be exceeded under any circumstances. If the exhibitor or the stand constructor commissioned by him does not comply with the stand construction regulations or other legal regulations or other legal provisions, he shall be liable for all damages resulting from the violation of these provisions. The extent of damage shall be determined by an expert appointed by the organizer. The findings of the expert are binding between the parties.

### 13.1 Stand construction approval

Assuming that the Technical Guidelines are complied with in the design and construction of the stand, it is not necessary to submit drawings for approval for single-story stand structures up to a height of 2.50 m in the halls. Upon request, the organizer, in cooperation with Messe Dortmund GmbH, will offer to check the digitally submitted stand construction plans for the exhibitor. In addition, all other stand constructions, mobile stands and special constructions are subject to approval.

### 13.2 Inspection and release of structures subject to approval

Dimensioned stand plans, at least to scale of 1:100, with floor plans and elevations must be submitted to the organizer in digital form for approval by the specified deadline at the latest.

#### Stand height:

The standard height is 2.50 m. Construction heights above 2.50 m are subject to approval and are not permitted in all cases. The Technical Guidelines of Messe Dortmund apply

#### Remark:

We expressly reserve the right to make changes after submission of the detailed planning and in accordance with the requirements of the authorities. The stand numbers will be added by the organizer. The permissible advertising height corresponds to the maximum permissible stand construction height.

#### Notice:

The exhibitor is obliged to submit the stand construction declaration at the request of the organizer.

### 13.3 Stand construction Service by service partner of the South West Vision GmbH

The exhibitor is obliged to submit the stand construction declaration at the request of the organizer.

## 14. Assembly and disassembly

<b>Start of construction:</b>	Tuesday, 15.10.2024	07:00 a.m.
<b>Set-up times:</b>	Tuesday, 15.10.2024	07:00 a.m. - 10:00 p.m.
	Wednesday, 16.10.2024	07:00 a.m. - 10:00 p.m.
	Thursday, 17.10.2024	07:00 a.m. - 12:00 midnight
<b>Build end:</b>	Thursday, 17.10.2024	12:00 midnight
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<b>Start of dismantling:</b>	Sunday, 20.10.2024	06:00 p.m.
<b>Dismantling times:</b>	Sunday, 20.10.2024	06:00 p.m. - 12:00 midnight
	Monday, 21.10.2024	12:00 midnight - 10:00 p.m.
	Tuesday, 22.10.2024	07:00 a.m. - 10:00 p.m.
<b>Dismantling end:</b>	Tuesday, 22.10.2024	10:00 p.m.

Early set-up on Monday 14.10.2024 (subject to charge), must be requested in writing by 15.09.2024 and is not possible in all halls.

Halls 3+4 are equipped with underfloor supply ducts. Carpets and other floor coverings must be laid in such a way as to prevent accidents and must not protrude beyond the boundaries of the stand. All materials used must be removed without leaving any residue. Only fabric adhesive tape with glass fibers that can be removed without residue in one go is to be used. Substances such as oils, greases, paints and the like must be removed from the floor immediately. An appropriate protective floor must be laid out in advance before materials that could damage the floor or the way in which they are introduced or removed.

The hall floor must not be painted or glued. The use of fabric tapes with PE/PP adhesives and non-toxic solvents is required. Anchors and fasteners must be requested from Messe Dortmund GmbH via the Online Service Center (OSC). The restoration of the floor will be carried out by Messe Dortmund GmbH or its contractors at a charge.

Storage of exhibits or decorative materials as well as preparatory and production work in other people's stands is prohibited. All aisles must be passable at all times. Storage rooms can be rented from the organizer for a fee.

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Stand construction must be completed by midnight on Thursday, 17.10.2024. If the stand has not been occupied by 4:00 p.m. on Thursday, 17.10.2024, and the exhibition management has not received any corresponding message by this time, the organizer has the right to dispose of the stand. The stand may be used for other purposes or specially decorated.

The exhibitor shall be liable for any additional costs incurred in this regard (see also item 15).

Dismantling may begin on Sunday, 20.10.2024, from 06:00 p.m.

No stand may be completely or partially cleared before this set date, nor may exhibits be packed or removed from the stand. In the event of violations of this contractual obligation, the exhibitor shall pay a contractual penalty of € 1.500,- to the organizer. The organizer reserves the right not to admit the exhibitor to the following event. The main exhibitor is liable for his co-exhibitors. The contractual penalty is due per co-exhibitor.

The aisle areas must be kept free for approx. one hour from 6:00 p.m., i.e. not occupied with exhibits or stand material, in order to ensure the unhindered delivery of empties by the exhibition forwarding agents.

With regard to the exhibition goods, the organizer draws attention to its landlord's lien. Exhibition goods may not be removed from the exhibition grounds until the exhibitor has fulfilled all claims arising from this contract, their removal is hereby already objected to in this case.

After dismantling, the original condition of the stand area must be restored. Damage caused by improper handling must be reimbursed by the exhibitor to the organizer. Adhesive tapes used for the floor coverings must be removed again after dismantling the stand. The cost of any damage to the hall floor will be charged to the exhibitor.

Stands that have not been dismantled or exhibits that have not been removed will be removed and stored at the exhibitor's expense and risk after the date set for the completion of dismantling.

### 15. Terms of payment

The invoices of the participation contract are due 100% in advance.

Admission with order confirmation and corresponding 100% progress invoice are made together. The invoice amount is due for payment on the payment date stated in the invoice. Payments are to be made on time without any deductions only to the accounts indicated on the invoice.

Invoiced by:

South West Vision, Flugplatzstr. 104, 90768 Fürth, Germany.

In the event of default in payment, interest on arrears shall be payable at a rate of 9 percentage points above the base interest rate. The assertion of further or higher damages is not excluded.

Bank charges shall be borne by the exhibitor.

The organizer is entitled to terminate the participation contract without notice if the exhibitor has failed to make payments due under this contract despite a reminder. The organizer is then entitled to dispose of the stand space without further notice. In this case, the exhibitor remains obligated to pay the full contractually agreed participation fee, whereby the organizer must take into account any expenses saved and any income generated from the transfer of the stand space to another party.

In the event of full or partial subletting of the allocated space - this does not include a partial or full exchange of space with other exhibitors with the abandonment of the previously allocated space - a flat-rate compensation fee amounting to 25% of the invoiced participation price plus any further services booked is payable.

The exhibitor's right to prove that such damage has not occurred or has occurred at a significantly lower amount than the agreed lump-sum compensation remains unaffected.

The right to occupy the stand is only secured by compliance with the contractually agreed payment deadlines and by full payment of all invoiced amounts.

In order to secure its claims resulting from the contractual relationship, the organizer reserves the right to assert the statutory lessor's lien. Products, stand structures and equipment may not be removed from the exhibition grounds until the exhibitor has fulfilled all claims arising from this contract; their removal is already objected to now for this case. The exhibitor/co-exhibitor must provide the organizer with information on the ownership of these items at any time. If an exhibitor/co-exhibitor fails to meet his payment obligations, the organizer may, at its discretion, retain these items in whole or in part and have them sold by public auction at the exhibitor's expense or sell them by private contract. The statutory provisions regarding the realization of pledges are waived, insofar as this is legally permissible. The organizer shall not assume any liability for damage to items retained in this manner, unless the organizer is guilty of intent or gross negligence.

### 16. Provision of stand space to third parties, co-exhibitors

The exhibitor is not entitled to exchange the stand space allocated to him, to surrender it in whole or in part to third parties, or to allow third parties to use it (co-exhibitors) without the prior written consent of the organizer. The transfer to third parties or the granting of co-use must be requested in writing from the organizer using the official application form for co-exhibitors 1.2 at the same time as the exhibitor submits a declaration of consent.

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A prerequisite for the organizer's consent to the transfer of partial areas for joint use is that the exhibitor occupies and uses at least two thirds of the total area himself. Each co-exhibitor will be charged a **co-exhibitor fee incl. media package** in the amount of **235€** by the trade fair organizer, whereby the issuing of the invoice is deemed to be the aforementioned consent of the organizer. After receipt of payment thereof, co-exhibitors shall participate in the services of the media package in accordance with the conditions of item 6.3. The co-exhibitor(s) and the exhibitor are jointly and severally liable for all claims against co-exhibitors. If a stand is allocated to several exhibitors, all space holders are jointly and severally liable vis-à-vis the organizer. If an exhibitor leaves stand space in whole or in part to a third party or allows such third party to share his stand space without the written consent of the organizer, the organizer is entitled to immediately terminate the participation agreement without notice for good cause and to close the stand. The exhibitor or the third party shall not be entitled to any claims for compensation against the organizer for this reason.

The exhibitor shall ensure that his co-exhibitors observe the conditions of participation, in accordance with the preamble, as well as the supplementary provisions in the Online Service Center (OSC) and the provisions in the order forms, as well as any instructions issued by the organizer. The exhibitor shall be liable for any fault on the part of his co-exhibitors as for his own fault. If the co-exhibitors make direct use of services provided by the organizer, the organizer is entitled to invoice these services to the exhibitor himself; he is liable for them as joint and several debtor.

### 17. Termination, Cancellation, No-show

The exhibitor has a one-time special right of termination if, due to sovereign regulations, an exit from the home country or an entry into Germany is excluded or unreasonably restricted due to quarantine regulations; unreasonable are such quarantine regulations of more than 5 days, which cannot be shortened by a vaccination or test. This special right of termination must be exercised in writing vis-à-vis the organizer by 01.09.2024; the reasons must be stated in the notice of termination. An ordinary termination of the participation agreement is otherwise excluded. The right of both contracting parties to extraordinary termination for good cause remains unaffected.

If an exhibitor cancels the contract unilaterally and without justification (cancellation), the organizer is entitled, but not obliged, to dispose freely of the stand area elsewhere.

The exhibitor's declaration of cancellation must always be made in writing or text form. The exhibitor remains obliged to pay the invoiced participation fee plus media package and any further services booked (as cancellation fee) in accordance with the following scale.

The amount of the cancellation fee (share of the invoiced participation fee plus Media Package and any further services booked) is staggered as follows :

- until 120 days (until 21.06.2024)	before the start of the event	50%
- until 90 days (until 22.07.2024)	before the start of the event	80%
- from 29 days (from 21.08.2024)	before the start of the event	100%

The provisions made regarding the cancellation fee also apply to co-exhibitors with regard to the fee to be paid for the media package in accordance with Item 6.4.

In any case of cancellation, the exhibitor reserves the right to prove that the organizer has saved higher expenses than those taken into account in the deduction as a result of the cancellation and, for example, has generated income by making the stand space available elsewhere, which it must take into account. A partial or complete exchange of space with other exhibitors, with the previously allocated space being relinquished, does not constitute income to be offset. If a stand remains completely or partially unoccupied (no show) by the exhibitor at the start of the trade fair, the exhibitor must pay the costs demonstrably incurred by the organizer as a result of the necessary rearrangement of the stand or stand area in addition to the participation price invoiced plus the media package and any further services booked. If insolvency proceedings are filed against the exhibitor's assets, the exhibitor is obliged to inform the organizer of this immediately. The organizer is then entitled to terminate the contract without notice for good cause.

### 18. Postponement, cancellation, abandonment, etc. of the fair

**18.1** The organizer is entitled to postpone, shorten, cancel, temporarily interrupt, partially close or cancel the trade fair due to force majeure or other circumstances beyond its control or because it has become unreasonable to expect it to hold the event. Such a situation justifying such a measure exists in particular,

a) if there are sufficient factual indications that the planned execution or continuation of the trade fair may lead to a concrete danger to life or limb or to property of considerable value;

b) if, for reasons for which it is not responsible or in the event of force majeure (e.g. power failure, massive breakdown or disruption of traffic, supply and/or communication links, official orders or urgent official recommendations, industrial action, terror or other danger to life or limb, natural events, epidemic, pandemic, etc.), either the staging of the trade fair is not possible or the trouble-free staging of the trade fair is impaired or endangered to such an extent that the purpose of the trade fair intended by the planned staging is not achieved either for exhibitors or visitors or for the organizer. Either the realization of the trade fair is not possible or the trouble-free realization of the trade fair is impaired or endangered to such an extent that the purpose of the trade fair intended with the planned realization cannot be achieved or can only be achieved with considerable restrictions neither for exhibitors nor for visitors and the organizer.

The organizer makes the respective decision as organizer according to its own dutiful discretion.



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**18.2** In the event of cancellation of the trade fair prior to the start of the trade fair in accordance with Item 18.1, the mutual service obligations of the contractual partners shall lapse; excluded from this are - services already incurred and performed, as well as the implementation of digital content and processes, to which the organizer is entitled but not obligated. In this case, the exhibitor and co-exhibitor shall remain obligated to pay 75% of the fee for the media package pursuant to Item 6.3 of the Conditions of Participation; if the exhibitor has booked media package(s) pursuant to Item 6 thereof or other additional services of the digital trade fair, the full fee shall remain due. In return, the organizer will provide the online services included in the media package (without print). The organizer is obliged to refund any payments already made by the exhibitor that exceed the amount owed in the aforementioned amount. The organizer is not liable for damages, expenses and disadvantages resulting for the exhibitor from the cancellation of the trade fair.

**18.3** The organizer will notify the exhibitor without delay of any postponement (in terms of location or time) or shortening of the trade fair period prior to the start of the trade fair; the notification may also be made electronically, e.g. by e-mail. In this case, the exhibitor is entitled to withdraw from the participation contract. If the withdrawal is not declared in writing to the organizer within two weeks of receipt of the notification, the participation contract is deemed to have been concluded for the new trade fair location or period.

**18.4** In the event of premature termination (cancellation, shortening), temporary interruption or partial closure after the start of the trade fair, or in the event of a delayed start, the exhibitor's obligation to participate in the part of the trade fair that has not been cancelled and to pay the full participation fee shall remain in force. The organizer shall reimburse the exhibitor on a pro rata basis for the costs that it does not incur as a result of the cancellation or partial closure (saved expenses).

**18.5** The organizer is entitled to refrain from holding the trade fair at its reasonable discretion and taking into account the legitimate interests of the trade fair participants if the economic viability is not achievable or if the registration status indicates that the overview of the industry aimed at by the trade fair is not guaranteed. Item 18.2 shall apply accordingly.

### 19. Special agreements

All agreements, individual approvals and special regulations deviating from these conditions of participation require written confirmation by the organizer

### 20. Stand support

During the entire duration of the fair and the prescribed opening hours, all stands must be properly equipped, occupied with the registered products and manned by expert personnel. It is expected that the leading personalities of the exhibiting companies are personally present at the stands.

### 21. Sales

The sale and purchase of items of any kind outside the exhibitor's own sales stands and the sales personnel employed by the operators is strictly prohibited. In the case of an intended sale of goods, products or services, it is assumed that the exhibitor can provide appropriate commercial proof that entitles him to do so. Any sale of food and beverages is prohibited to the exhibitor and will result in a penalty in case of non-compliance. The organizer reserves the right to immediately exclude the exhibitor from the event. In this case, there is expressly no entitlement to reimbursement of costs.

### 22. Exhibitor passes, personal control

Each exhibitor will receive exhibitor passes from the organizer according to the size of his stand for the required stand and operating personnel. All information provided during the personalization process of the exhibitor pass must be truthful. The exhibitor passes are intended only for the stand and operating personnel. Exhibitor passes are not transferable and may not be passed on to third parties. In the event of misuse, the exhibitor in question must pay a lump-sum compensation of €100 net for each incident detected. All persons working at the trade fair must be provided with an exhibitor pass issued in the exhibitor's name.

The following free exhibitor passes are available to the exhibitor for a booth:

from	20 sqm	3	Exhibitor passes
from	50 sqm	4	Exhibitor passes
from	75 sqm	5	Exhibitor passes
from	100 sqm	6	Exhibitor passes
from	150 sqm	7	Exhibitor passes
from	200 sqm	8	Exhibitor passes
from	300 sqm	10	Exhibitor passes

## TERMS OF PARTICIPATION

Per exhibitor, however, no more than 15 free exhibitor passes in total.

The inclusion of co-exhibitors does not increase the number of passes for the main exhibitor. Each co-exhibitor will receive 2 exhibitor passes free of charge, provided that the payment obligations towards the organizer have been fulfilled.

(item 15). Exhibitor passes required in addition can be purchased from the organizer at a cost of € 49 for authorized persons. The valid passes will be sent to the exhibitors in good time via the organizer after official admission.

### **23. Advertising/stand party/distribution of food and drinks**

Advertising of all kinds is permitted within the stand allocated to the exhibitor. Advertising measures outside the allocated stand area (e.g. outdoor advertising, walking acts, etc.) are subject to approval and must be applied for exclusively using the official forms of the organizer. The organization of a stand party is subject to registration and approval.

The respective guidelines and registration conditions stored in the Online Service Center (OSC) apply.

The organizer reserves the right to restrict or revoke all permits insofar as it deems this necessary in the interest of maintaining orderly exhibition operations. Advertising measures that violate legal regulations or offend common decency or are of an ideological or political nature are prohibited within the exhibition grounds.

Booth and product signage, company logos and trademarks must not exceed the specified height. All demonstrations and presentations, as well as all forms of visual, moving or acoustic advertising, must not cause a nuisance to other event participants, cause crowding of visitors leading to congestion in the aisles, or drown out the fair's own public address systems in the halls.

The volume must not exceed 70 dB(A) at the stand boundary.

The organizer is entitled to restrict or prohibit those performances that cause noise, visual nuisance, dirt, dust, vibrations or other emissions or for other reasons lead to a significant impairment of the event or of event participants. Musical performances are subject to a fee (see "Important Information" and "Technical Guidelines" in the Online Service Center (OSC)).

Flashing, spinning or fast-moving advertising materials and ticker tape on the stand perimeter are not permitted. The distribution of printed matter and the use of advertising media are only permitted on the exhibitor's own stand area. The organizer reserves the right to impose further restrictions in special cases. In the event of unauthorized distribution outside the stand area, the organizer will invoice the company responsible for the costs incurred for removal and disposal. The distribution of food and beverages against payment by the exhibitor as well as external catering service providers who are not ServicePartners of Messe Dortmund is not permitted at the ADAC SimRacing Expo (including the exhibitor's stand); this does not include the distribution of food and beverages free of charge for the purpose of serving customers on the exhibitor's rented stand area. It is mandatory to comply with the hygienic and legal regulations in this regard.

The organizer is entitled to enter the stand in order to check compliance with the above regulations. It is also entitled to remove, cover or otherwise prevent advertising that violates the aforementioned regulations at the expense and risk of the exhibitor/co-exhibitor.

### **24. creation and use of image material, photography, drawing, etc.**

Any photography, filming or other recording of the trade fair, the stands or individual exhibits is not permitted.

is not permitted. This does not apply to the press and exhibitors or their authorized representatives on their own stands.

The organizer is entitled to demand the surrender of the recorded material in the event of violations.

The organizer is entitled to have any photographic material, in particular photographs, drawings and film recordings of the trade fair events, including the exhibitor's stand and products, made and to use them for advertising and press publications of the organizer and its partner companies. The exhibitor agrees to this and, in the event that third parties have a right to the stand or parts thereof, will ensure that they give their consent in accordance with the provisions.

The use of images of the exhibitor's exhibited products made on the exhibitor's stand requires the exhibitor's consent.

Commercial photography and drawing in the exhibition area is only permitted to press or professional photographers and illustrators approved by the organizer. professional photographers and illustrators authorized by the organizer.

### **25. No Smoking**

There is a general No Smoking policy throughout the exhibition grounds. Smoking is only permitted in the specially designated areas.

### **26. Security**

General supervision of the exhibition halls and the outdoor area during the duration of the trade fair is carried out by the organizer. There is general supervision during the construction and dismantling periods.

The organizer is entitled to carry out the measures required for control and guarding. Guarding of the stand must be organized by the exhibitor himself if necessary. Stand guards may only be provided by the service partners of the security company commissioned by the organizer.

The general guarding assumed by the organizer does not extend the limited liability of the organizer described in clause 27 below.

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### 27. Liability

The organizer is liable for bodily injury (damage resulting from injury to life, body or health) caused by a breach of duty for which the organizer, its legal representatives or vicarious agents are responsible, as well as for damage caused by an intentional or grossly negligent breach of duty by the organizer, its legal representatives or vicarious agents. Furthermore, the organizer is liable for other damages based on a negligent breach of cardinal obligations or essential contractual obligations by the organizer, its legal representatives or vicarious agents. In such cases, the organizer shall only be liable if the damages are typical damages and not consequential damages, and then only up to the amount of five times the participation fee, but not more than € 100.000,- per damage event; this limitation of liability shall only apply vis-à-vis companies, legal entities under public law and persons under special funds under public law. The organizer shall under no circumstances be liable to exhibitors/co-exhibitors who are entrepreneurs, legal entities under public law or special funds under public law for damage and loss to the goods brought in by the exhibitor/co-exhibitor or to the stand equipment. In this regard, it is irrelevant whether the damage and losses occur before, during or after the trade fair. The same applies to vehicles parked on the exhibition grounds by exhibitors, co-exhibitors, employees or agents. Liability regardless of fault due to initial defects of the exhibition grounds or the provided stand space is excluded.

#### Notice:

In Germany, the provisions of the Minimum Wage Act (Mindestlohngesetz) also apply during the runtime as well as during the set-up and dismantling periods of the ADAC SimRacing Expo. The exhibitor as well as co-exhibitors undertake to comply with the provisions of the Minimum Wage Act, insofar as legally owed, and to indemnify the organizer from any liability in this respect, should third parties assert claims against the organizer in whole or in part. The above liability provision shall apply accordingly in all other respects.

### 28. Assurance

For his part, the exhibitor/co-exhibitor is liable for any damage culpably caused to persons or property by him, his employees, his agents or his exhibition equipment and exhibited products. Each exhibitor is obliged to take out such insurance with an insurance partner or with another insurer licensed in the European Union and to pay the premium due (including insurance tax) in good time and to provide the organizer with proof of this on request.

### 29. Heating, lighting, electricity and water connection

The organizer will provide general heating and lighting for the halls. Insofar as connections for electricity and water are desired, this must be announced using the corresponding order form in the Online Service Center (OSC). Installation and consumption are at the exhibitor's expense. All installations up to the stand connection may only be carried out by companies approved by the organizer. For a handling fee of **€ 395 plus applicable VAT**, the organizer will handle the order process (Online Service Center (OSC)) on behalf of the exhibitor. All resulting costs shall be borne by the exhibitor. The permanently installed connections for electricity and water - the exhibitor must inform the organizer himself of the location before placing the order - are also available to stand neighbors if required. If supply lines have to be covered due to the risk of tripping, the respective client shall be responsible for the costs. Claims for compensation cannot be derived from this. If water is supplied, the neighbor concerned must be informed. The stand owner is liable for all damages caused by uncontrolled withdrawal of energy. The organizer accepts no liability for any interruption or fluctuation in the power of the supply systems or special connections. The fire and trade police safety regulations must be observed without fail (see in the Online Service Center (OSC)).

### 30. Cleaning and disposal

The organizer will ensure the cleaning of the grounds, halls and aisles. Cleaning of the stands is the responsibility of the exhibitors and must be completed daily in the evening by 7:00 p.m. at the latest or in the morning by 9:45 a.m. before the start of the fair. Stand cleaning can only be done by the exhibitors themselves or contracted to the official service partner company. In addition to stand cleaning, exhibitors are responsible for the daily disposal of waste from their stand areas during the event and for the disposal of waste generated during set-up and dismantling. In order to fulfill the aforementioned obligations of the exhibitors, the organizer will commission an official service partner with the proper disposal of waste. The exhibitor is obliged to dispose of waste at the designated points and not to leave it on his stand area. The disposal of production waste and exhibition stands is excluded from this. The requirements of the Commercial Waste Ordinance will be fulfilled during disposal by the service provider commissioned by the organizer. The disposal costs incurred for this purpose are covered for exhibitors by the energy and environmental flat-rate fee in accordance with Item 6.2 of the Conditions of Participation. The regulations on waste management pursuant to Item 6 of the Technical Guidelines remain unaffected in all other respects.

### 31. Transports

All transports and transport goods incl. their scope must be reported in writing to the organizer in due time **by 15.09.2024** at the latest. All further information and fees are provided in the Online Service Center (OSC).

## TERMS OF PARTICIPATION

### 32. Access authorization

Visitors with the respective purchased ticket from the Ticket Shop, available via: <https://www.eventim.de/artist/adac-simracing-expo/> or <https://simracingexpo.de/> will be admitted during the respective opening hours. Children under the age of 16 are admitted only if accompanied by a parent or guardian. Animals are not allowed in the halls. Exceptions will be announced separately. This does not apply to assistance dogs for people with physical or mental disabilities. Exhibitors with an appropriate exhibitor pass as per item 24 are permitted to enter.

### 33. Limitation

Insofar as the organizer is not guilty of intent, claims of the exhibitor against the organizer for all types of claims shall become time-barred six months after the end of the month in which the closing day of the trade fair falls. Insofar as the organizer is not charged with intent, claims of the exhibitor against the organizer for all types of claims must be asserted in writing within a preclusion period of three months from the closing date of the trade fair.

### 34. Domestic law

The organizer exercises domiciliary rights throughout the exhibition grounds for the setup, running and dismantling periods of the ADAC SimRacing Expo.

### 35. Contractual penalties

A contractual penalty shall only be forfeited in the event of culpable breach of duty. In the event of forfeiture of several contractual penalties under these Terms and Conditions of Participation, only the highest contractual penalty forfeited in each case shall be due for payment. An accumulation of forfeited contractual penalties shall not take place.

### 36. Place of performance and jurisdiction

If the exhibitor is a merchant, a legal entity under public law or a special fund under public law, or if the exhibitor has no general place of jurisdiction in the Federal Republic of Germany, Essen is agreed as the place of jurisdiction. The organizer is also entitled to take legal action against the exhibitor before the court having jurisdiction over the exhibitor's registered office. German law shall apply exclusively.

### 37. Data processing declaration

The data provided by the exhibitor will be recorded and stored in the database of the organizer. The organizer and its affiliated companies use the personal data provided by the exhibitor for advertising purposes, in particular the e-mail address provided for advertising their own products or services. The exhibitor may object to future advertising at any time. Any further use of the data, in particular a transfer to third parties, with the exception of service providers working for the organizer, will not take place. In all other respects, the data protection declaration of the organizer, available on the Internet at <https://simracingexpo.de/privacy/>, shall apply.

### 38. Use of the word and figurative mark ADAC SimRacing Expo

The word mark and figurative mark ADAC SimRacing Expo is a registered patented trademark. Their use and application without consultation and written consent of the South West Vision GmbH is prohibited.

### 39. Hygiene concept, adaptation of the conditions of participation

If the organizer voluntarily prepares a hygiene concept for the implementation of the ADAC SimRacing Expo due to legal or official requirements or recommendations or in its responsibility as organizer, this will apply after its announcement to the exhibitor in electronic form in its respective most recently announced version.

The exhibitor must observe the requirements of the hygiene concept concerning him and his stand construction. Insofar as the regulations of the hygiene concept so require, the organizer shall be entitled to make any necessary adjustments. The organizer is entitled to make any necessary adjustments to the aforementioned Conditions of Participation at its own discretion and will notify the exhibitor of such adjustments. The adjustments to the Conditions of Participation shall become effective upon their notification to the exhibitor. However, such subsequent adjustments may not exceed a scope that is reasonable for the exhibitor. In case of doubt, the standard of reasonableness shall be legal or official requirements and recommendations.

December 2023

South West Vision GmbH