

# Special conditions of participation for MedtecLIVE Innovation Expo at MedtecSUMMIT

Nürnberg, Germany 2025

**MedtecLIVE**  
Innovation Expo

## 1. Venue, duration, opening hours

Event, location:: Meistersingerhalle, Nuremberg

Duration: Tue 18 – Wed 19 Feb 2025

Opening hours: Tue 18 February 2025

9:00 am – 6:00 pm

Wed 19 February 2025

9:00 am – 5:30 pm

## 2. Honorary sponsors

Bayern Innovativ,

Swiss Medtech,

VDMA Medical Technology Working Group

## 3. Organizer

MedtecLIVE GmbH,

Messezentrum, 90471 Nuremberg, Deutschland

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## 4. Contractual basis

The contractual basis for participation in MedtecLIVE innovation expo at MedtecSUMMIT are the Special Terms and Conditions of Participation of MedtecLIVE innovation expo at MedtecSUMMIT as well as the General Terms and Conditions of Participation, the organizational (e.g. exhibitor information), technical (e.g. online exhibitor store) and other provisions (in particular the house rules and the other safety regulations of the venue) that are sent to the exhibitor before the start of the event. Furthermore, the terms of use for the MedtecLIVE digital platform apply, as every exhibitor also receives an entry on this digital platform. If the license and terms of use of the MedtecLIVE digital platform and the Special Terms of Participation of MedtecLIVE innovation expo at MedtecSUMMIT contradict each other, the latter shall take precedence.

## 5. Admission / Stand space confirmation

In addition to item 2 of the General Conditions of Participation for Trade Fairs and Exhibitions, the following applies: If the exhibitor cancels the stand space order before stand space confirmation, he undertakes to pay a processing fee of EUR 250.

Point 7 of the General Terms of Participation for Trade Fairs and Exhibitions applies to cancellations after stand space confirmation.

## 6. Exhibitors and admitted exhibits

The following are admitted as exhibitors Manufacturers, importers, wholesalers, commercial agents and publishers from Germany and abroad with products and services that can be categorized in the specified product groups. All exhibits must be specified in the application. Goods that violate the provisions of industrial property rights in Germany (plagiarism) are not permitted.

## 7. Package price in exhibition halls

The stand area is 9 m<sup>2</sup>, row and corner stands can be booked.

Row stand 4,500.00 EUR

Corner stand 4,700.00 EUR

The following services are included in the package price: Stand construction and equipment

- Carpeting
- High-quality stand construction
- 1 lockable counter
- 1 brochure stand
- 1 high table, 2 bar stools
- lighting
- Power connection (230 V/3 KW incl. consumption and socket)

Additional services included

- 9 m<sup>2</sup> stand area
- AUMA fee
- Waste disposal service, daily cleaning
- Catering on site
- 2 tickets for the MedtecSUMMIT
- 2 tickets for the state reception
- 1 VIP parking pass
- Provision of advertising material to promote participation (e.g. banners)
- Entry in the MedtecSUMMIT Pocket Guide with at least name and stand number as well as logo on the MedtecSUMMIT website
- Rental of the stand space during set-up, running time and dismantling
- General surveillance of the exhibition halls. General lighting of the exhibition halls. General cleaning of the aisles.

## 8. Terms of payment

With the confirmation of registration, the exhibitor may be charged an advance payment of 50% of the expected stand space rental. With the stand space confirmation, the exhibitor will be charged the full stand space rental fee, taking into account the advance payment. The advance payment will be refunded if no admission and no stand space confirmation is issued. Invoices are due on the date stated on the respective invoice and are payable without deduction. All payments are to be made free of charge and in EURO, quoting the invoice number. If the exhibitor indicates a different invoice address on the registration form, he authorizes the person/company indicated to receive the invoice and other requests for payment. This does not release the exhibitor from his obligation to pay.

The organizer or NürnbergMesse GmbH may charge a processing fee of EUR 50 for subsequent changes to the invoice for which the exhibitor is responsible. The same applies to cases in which additional expense is incurred as a result of NürnbergMesse entering invoices and/or associated information, data and documents into the exhibitor's invoice processing systems or portals. A claim to the allocated stand space only exists after full payment of the invoices. Proof of payment must be provided by the exhibitor.

The exhibitor agrees to the sending of invoices by the organizer and, if applicable, the organizer, NürnbergMesse and its service partners by e-mail (electronic invoicing).

If the exhibitor does not wish invoices to be sent electronically, he may object to this in writing or in text form.

## 9. Insurance

Exhibitors are generally obliged to take out adequate insurance cover themselves. It is recommended that exhibitors take out exhibition insurance to cover the risk of transportation and sojourn.

## 10. Assembly and dismantling

Assembly on Tuesday, February 18, 2025 from 9:00 a.m. to 6:00 p.m.

Exhibition stands that have not been set up by 15:00 on Tuesday 18 February 2025 will be set up by the organizer, unless otherwise agreed. Any costs arising from this shall be borne by the exhibitor.

The exhibitor undertakes to comply with the specified times, in particular to completely vacate his stand area by Thursday, February 20, 2025, 18:00. If the exhibitor fails to comply with this obligation and this results in a collision with the set-up of the subsequent event, the exhibitor shall be obliged to bear all costs incurred as a result. This applies in particular to claims for damages against the organizer or MedtecLIVE GmbH.

## 11. Stand design, stand support

### 11.1 Stand design

The stand partition walls (hard fiber structure) may only be treated with water-soluble adhesives and may not be painted without prior wallpapering. Wallpaper or other wall coverings must be removed by the exhibitor after the event.

Otherwise the stand partition walls will be cleaned at the exhibitor's expense. All other stand partition walls, floors, hall walls, pillars, installation and fire protection equipment and other fixed hall fittings may not be pasted, nailed, painted or damaged in any other way. Any damage will be charged to the exhibitor. Any pillars located in the stand area as well as installation and fire protection equipment are part of the allocated stand space and must be accessible at all times.

Floor coverings in the exhibition stands may only be affixed with double-sided adhesive tape 11.1 Stand design (only with solvent-free adhesive tapes: tesafix no.

**The exhibitor undertakes to comply with these requirements. In the event of violations may result in claims for damages by the organizer, NürnbergMesse GmbH or the affected neighboring exhibitors.**

### 11.2 Stand support

No dismantling of exhibition stands and/or no handing over of products before the end of the fair (except for samples, specimens and promotional gifts). The event ends at 17:30 on the last day of the fair. Each exhibitor undertakes to

- to occupy their stand space with stand personnel
- not to hand out any products to interested parties (except samples, specimens and promotional gifts)
- not to begin dismantling the exhibition stand

Any infringement may be punished by the organizer or NürnbergMesse GmbH may impose a contractual penalty on the exhibitor. The penalty is 20% of the net stand rental, but at least EUR 500. The organizer also reserves the right to exclude the exhibitor from future participation in MedtecLIVE.

# Special conditions of participation for MedtecLIVE Innovation Expo at MedtecSUMMIT

(continuation)

## 12. Data protection notice

Personal data will be processed by the organizer as the responsible body within the meaning of data protection law as well as NürnbergMesse and, if applicable, ServicePartners in compliance with the relevant data protection regulations for the support and information of customers and interested parties as well as for the processing of the services offered (legal basis: Art. 6 para. 1 lit. b EU GDPR).

Services offered (legal basis: Art. 6 para. 1 lit. b EU GDPR).

In accordance with the principle of data minimization and data avoidance, only data that is absolutely necessary for the stated purposes is processed. Personal data is of course treated confidentially and protected in the best possible way by appropriate security measures.

Only authorized persons who are involved in technical, commercial and customer administration have access to your data. Where required by law, the corresponding order processing contracts have of course been concluded.

Personal data will be stored until the contractual relationship with the organizer has ended and the data is no longer required for other legal reasons (e.g. due to statutory retention periods).

Every exhibitor has the right to complain about this data processing to the competent supervisory authority for data protection and can request information, correction, deletion or restricted processing, object to the processing or assert their right to data portability under the legal requirements. If you have any questions, please contact the organizer (MedtecLIVE GmbH, Messezentrum, 90471 Nuremberg / [medteclive@nuernbergmesse.de](mailto:medteclive@nuernbergmesse.de)).

## 13. Exhibitor claims, written form, place of fulfillment, place of jurisdiction

All claims of the exhibitor against the organizer or NürnbergMesse must be asserted in text form (§ 126b BGB). The limitation period begins on the last day of the event.

Agreements that deviate from these terms and conditions or the provisions supplementing them must be made in text form (§ 126b BGB).

German law and the German text shall apply exclusively. The place of fulfillment and jurisdiction is Nuremberg. However, the organizer reserves the right to assert its claims at the court of the place where the exhibitor has its registered office.

# General Conditions for Participation in Fairs and Exhibitions

As per March 2024

In case of disagreement, the Special Conditions for Participation shall have priority over the General Conditions for Participation.

## 1. Application

Applications to exhibit at a fair or exhibition (event) must be made on the official printed application form, which must be accurately completed and signed in a legally effective manner. Alternatively the application can be effected online by accurately completing and sending the online form and if need be additional confirmation of a link received by e-mail. Such an application constitutes a contractual offer to the organizer and cannot be endorsed with conditions and restrictions, particularly with respect to desired stand positions, which do not represent a condition for participation. By signing this form or sending the online form more specifically additional confirmation of a link received by e-mail, the General and Special Conditions for Participation are recognized as binding and included into the contractual offer by the applicant, who is also responsible and liable for adherence to the said conditions by persons employed by him at the event.

## 2. Admission/Stand space confirmation

Admission of exhibitors and listed exhibits is a matter for the sole discretion of the organizer, who will confirm same in a written or text form stand space confirmation (e.g. e-mail).

The contract comes into force on confirmation of admission. Reservations or conditions stipulated in the application are invalid without the written confirmation of the organizer. If the content of the confirmation of admission differs significantly from the content of the application form, the contract is concluded in accordance with the confirmation of admission if the exhibitor does not object in writing within 2 weeks of receipt. In this case, the organizer will be obligated to specifically inform the exhibitor of the two-week objection period and the consequences of the lapse of the prescribed period in the stand space confirmation.

A legal entitlement to admission does not exist. If the number of suitable applications received by the organizer before the application deadline exceeds the amount of space available, admission will be decided at the discretion of the organizer. The organizer is also entitled to limit the listed exhibits. Admission applies only to the listed exhibits, the exhibitors specified in the stand space confirmation and the space stated therein. Other items than those listed and admitted cannot be exhibited.

An exhibitor who has previously failed to settle his financial obligations to the organizer or settle them punctually may be excluded from admission. If economic sanctions have been imposed by the EU, Germany, other EU/EEA states, or the United States against the country in which the exhibitor has its registered head office or from which the exhibitor's products originate (e.g., due to wars that violate international law, war crimes or the like), the exhibitor may be excluded from admission completely or with respect to individual products to the extent that the organizer or other trade fair participants cannot be reasonably expected to tolerate an admission of the exhibitor. This shall also apply if the economic sanctions do not prohibit participation in the event

Moreover, companies listed on the consolidated Sanctions List of the European Union are not entitled to participate. By filing the application, the exhibitor confirms that his company is not listed on the above-mentioned sanctions list or on other equivalent sanctions lists.

## 3. Allotment of space, subsequent alteration of stand space

3.1 The space allotment will be done by the organizer in accordance with the product groups and arrangement of the event concerned and subject to the space available. Siting requests made in the application form will be considered as far as possible. Order of receipt of applications will not be the sole deciding factor for allotment of space.

3.2 The organizer is entitled to subsequently alter the shape, size, dimensions, and position of the stand space allotted to the exhibitor to the extent required for reasons of safety or public order, the more efficient utilization of rooms and areas, to avoid gaps in the exhibition areas (e.g., due to cancellations), or for compelling or technical reasons for which the organizer is not responsible, and insofar as such an alteration is reasonably acceptable to the exhibitor. The organizer must immediately notify the exhibitor of the necessity of such a measure and, if possible, offer an equivalent stand space. If the subsequent alteration results in a smaller stand rent, the corresponding proportion of the stand rent will be refunded to the exhibitor. Otherwise, the exhibitor will not be entitled to derive any further rights from a subsequent alteration according to item 3.2.

3.3 Exhibitors must accept that the location of other stands at the beginning of the fair or exhibition may have altered since the time of admission; no claim may be made on account of such alterations.

3.4 Exchanging the allotted space with that of another exhibitor or transfer to a third party, even only in part, is not allowed without the permission of the organizer.

## 4. Joint exhibitors

Stand spaces are hired only as complete spaces and only to one contractual partner. Exceptions may be made to this rule, if necessary. If several exhibitors wish to share a stand space, they must name a representative in their application form who is authorized to act on their behalf in negotiations with the organizer.

## 5. Co-exhibitors

5.1 The use of the stand space by another company with its own products and personnel (co-exhibitor) requires a separate application of the direct exhibitor and a confirmation of the application by the co-exhibitor itself as well as an admission by the organizer. Admission of one or more co-exhibitors is subject to a special fee.

5.2 Responsibility for ensuring that co-exhibitors fulfil all their commitments shall rest with the principal exhibitor, if applicable, in addition to the co-exhibitor. Apart from telephone number, fax number and e-mail address further personal data of the co-exhibitor will be recorded for the application. Additionally structural data of the co-exhibitor will be checked and recorded. By the application of the co-exhibitor the direct exhibitor grants to be ordinary enabled or enabled enough to lodge the data.

## 6. Stand rental, lien

Stand rentals and terms of payment are shown in the Special Conditions for Participation.

Payment of the stand rental must be made in accordance with the dates laid down before the allotted space may be occupied. Complaints about the invoice can only be considered if they are submitted within 14 days of invoicing.

The organizer is entitled to exercise his right of lien and sell any distrained property on the open market after written notice of intention. No liability will be accepted for damage to seized items unless deliberate or caused by gross negligence.

## 7. Withdrawal of application, cancellation of part of stand space

If the exhibitor withdraws his application, cancels part of the stand space or does not participate in the event, the organizer is entitled to use the hired stand space or the cancelled part of the space for other purposes and relet to third parties. Any cancellation declarations made by the exhibitor must always be made in writing or in text form.

If the exhibitor possesses no mandatory withdrawal or termination right, he still remains obliged to pay the following cancellation fee on cancellation or partial cancellation after admission has been confirmed:

- up to 90 days before the start of the event: 50% of the agreed stand rental,
- up to 30 days before the start of the event: 80% of the agreed stand rental, and
- less than 29 days before the start of the event the full amount of the agreed rental for the cancelled stand space.

In each of the above cases, the exhibitor retains the right to prove that the organizer has saved costs not considered in the deduction and has benefited as a result of the cancellation, partial cancellation or non-participation. If other free spaces of the size let to the exhibitor are still available for the event, the exhibitor may not normally claim that the organizer has benefited from reletting the stand space or part of it or using it for other purposes, especially in terms of the rental obtained.

## 8. Cancellation of admission

The organizer is entitled to cancel confirmation of admission and relet the space elsewhere in the following cases:

- The stand is obviously not occupied in good time, i.e. at least 24 hours before the official opening of the event.
- The exhibitor fails to pay the stand rental at the agreed time and allows a period of grace granted by the organizer to lapse without result.
- An application to commence insolvency proceedings against the exhibitor's assets is lodged or rejected for lack of assets, or insolvency proceedings have already been commenced.
- The conditions for stand space confirmation are no longer fulfilled by the registered exhibitor or the organizer receives knowledge of grounds which would have justified exclusion if they had been disclosed earlier.
- The exhibitor infracts the organizer's site regulations.

The organizer reserves the right to assert claims for damages in such cases. The exhibitor has no entitlement to claim damages.

# General Conditions for Participation in Fairs and Exhibitions

(Continued)

- 9. Cancellation of rental exhibition stands and other services**  
Once admission has been confirmed, the exhibitor must pay charges even if he withdraws his application or does not exhibit. The organizer also reserves the right to assert claims for damages. If the exhibitor cancels the order for rental exhibition stands and/or other services, a cancellation fee is payable in accordance with the Terms and Conditions for Services of NürnbergMesse GmbH.  
The exhibitor retains the right to prove that the requested compensation for costs incurred is too high.
- 10. Exclusion of exhibits**  
The organizer is entitled to demand the removal of items which have not been listed in the application form or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of industrial property rights. If this demand is not complied with, the said items will be removed by the organizer at the expense of the exhibitor. If a violation of industrial property rights by an exhibitor is proved (e.g. on the grounds of a valid court ruling against the exhibitor), the organizer may exclude the exhibitor from participating in a subsequent event.
- 11. Stand assembly, equipment and design**  
Stands must conform to the overall layout of the exhibition. The organizer reserves the right to forbid the erection of stands which are unsuitable or inadequate or to alter them at the exhibitor's expense.  
Stands must be properly equipped and manned by qualified personnel at the specified times for the entire duration of the event. Stand fitting must be completed at the latest by the end of the period allowed for stand assembly and stands cleared of any packing materials. The organizer will be entitled to use for another purpose any exhibition areas on which assembly has not yet begun by 3:00 p.m. of the last assembly day. In this case, the organizer will have the right to charge the resulting costs to the exhibitor. Removal of exhibits or dismantling of stands before the end of the event is not permitted. Names and addresses of exhibitors must be clearly displayed on the stands. In case of discrepancies, the Special Conditions for Participation prevail over the General Conditions for Participation.  
The approval of the organizer is needed if stand constructions exceed the specified height limits for stands. Consent is also needed for particularly heavy exhibits. Fixing to the hall floor is not permitted.  
After the official closing of the event or after a measure according to item 12.1 or 12.3 was taken that did not involve a continuation of the event, basic items, insofar as these have been provided by the organizer, must be returned undamaged and in their original condition. Damage caused through negligence or not immediately notified at the time of occurrence must be indemnified by the exhibitor.
- 12. Cancellation, change of place or time, interruption, closure of the event**
- 12.1** After contract formation, the organizer may cancel the event in full or in part, change the location or time, or shorten, discontinue, interrupt or close the event if it is impossible to hold the event at the event location and/or at the event time in full or in part (according to Section 275 (1) - (3) German Civil Code (BGB)) or if there is a valid reason and the organizer or its vicarious agents are not responsible for the valid reason. The interruption includes the possibility of delaying the end of the event to compensate for the interruption in full or in part.
- 12.2** A valid reason within the meaning of item 12.1. exists
- when there are sufficient indications that holding or continuing the event would entail an unacceptable, concrete risk to life, limb or health, or
  - when there are sufficient indications that holding or continuing the event would entail a concrete risk of considerable property damage, or
  - if holding or continuing the event would be considerably impaired in full or in part or if such a considerable impairment is likely by reason of a natural event, war, pandemic, epidemic, terror risk or attack, labour dispute, limitation of transportation, utility and/or communication connections, unexpected limitation of the usability of the event space, travel restrictions, official orders, official recommendations or restrictions, or force majeure. A considerable impairment exists when the event cannot be held as planned and for that reason the purpose of the event for visitors, exhibitors and organizers cannot be achieved or only with significant restrictions.
- 12.3** After contract formation, moreover, the organizer may also cancel the event up to eight weeks before the start of the event if more than 60% of rented stand space or more than 60% of registered exhibitors (including co-exhibitors) compared to the registration status at the time of general distribution of approvals/stand area confirmations are eliminated due to the refusal or cancellation of other exhibitors, so that the event can no longer represent significant parts of the industry and therefore the purpose of the event for visitors, exhibitors and organizers cannot be achieved or only with significant restrictions.
- 12.4** The organizer shall decide at its reasonable discretion whether a measure will be taken and what measure will be taken according to item 12.1 or 12.3, also in consideration of the legitimate interests of visitors and exhibitors. If holding the event is completely impossible in accordance with Section 275 BGB, the organizer shall likewise always be entitled to cancel the event.
- 12.5** The organizer shall be obligated to immediately inform the affected exhibitors of a measure according to items 12.1 or 12.3.
- 12.6** If the event is cancelled before it begins according to items 12.1 or 12.3, the organizer and the exhibitor shall be released from their reciprocal contractual performance obligations. Any already paid stand rent and the remuneration for services agreed between the organizer and the exhibitor shall be refunded to the exhibitor.
- 12.7** If the event is discontinued, interrupted, shortened or closed after it has begun according to item 12.1, the organizer shall be released from its contractual performance obligation from this time onward or for the period of interruption. The stand rent shall be reduced in the ratio of the discontinued event duration to the planned total duration of the event. Reduction of stand rent shall be excluded in the event of an immaterial shortening or interruption of the event of up to 15% of the event duration. If the interruption is compensated by a delay of the end of the event, the stand rent will not be reduced. Any overpaid stand rent shall be refunded to the exhibitor. Insofar as services agreed between the exhibitor and the organizer can no longer be provided due to the measure according to item 12.7 sentence 1 (e.g. discontinuation) or insofar as the provision of the not yet provided portions of services has become pointless as a result of the measure, the exhibitor shall only owe the remuneration attributable to the provided portion of the services. In case of an impossibility for which the organizer or one of its vicarious agents is responsible, the organizer shall not be entitled to the remuneration insofar as the exhibitor has no interest in the already provided portion of the service. Any overpayment of remuneration shall be refunded to the exhibitor.  
The exhibitor shall owe the full remuneration for the service of individual stand construction as soon as the stand construction is completed.
- 12.8** If the event is shortened or if the place or time of the event is changed before it begins according to item 12.1, without the consent of the exhibitor, and if the exhibitor is consequently no longer interested in participating in the event, the exhibitor will be entitled to rescind the contract. The rescission may only be declared immediately, but at the latest within 14 days after notification of the change or shortening, to the organizer in text form. If the exhibitor declares the rescission in due time, item 12.6 shall apply accordingly. If the exhibitor does not declare the rescission in due time, the services agreed between the exhibitor and the organizer shall also be performed at the new date.
- 12.9** If the event is cancelled, discontinued, interrupted, shortened, the location or time of the event is changed or the event is closed only partially (e.g. in relation to a certain hall), the legal consequences of items 12.6 to 12.8 shall only apply in relation to the exhibitors directly affected by the measure according to item 12.1. The exhibitors in those parts of the event that are held without changes shall still be obligated to pay the full stand rent.
- 12.10** The exhibitor may not assert claims for damages or claims for reimbursement of expenses on the basis of a measure according to items 12.1 or 12.3; claims of the exhibitor based on impossibility according to Section 275 BGB for which the organizer or one of its vicarious agents is responsible remain unaffected by this – although subject to the limitations of item 19.
- 12.11** Any further rights of the organizer based on frustration of contract according to Section 313 BGB remain unaffected by this item 12.
- 13. Assembly and dismantling passes, exhibitor passes**  
Passes for exhibitors and workmen employed during the period of stand construction and dismantling will be issued to the exhibitor, if applicable. The validity of these is limited solely to the assembly and dismantling periods and does not cover admission during the event.  
A limited number of free exhibitor passes will be issued to exhibitors and their employees for the period of the event.  
These passes will be made out in the name of the persons concerned and must be signed. They are not transferable and only valid in conjunction with an identity card. Misuse of the passes will lead to their being withdrawn.  
The number of passes issued is not increased by the inclusion of co-exhibitors. Additional passes are obtainable against payment.
- 14. Advertising**  
Advertising of all kinds is allowed only within the stand space rented by the exhibitor for his own firm and only for products and/or services produced or distributed by him, insofar as these have been listed in the application form and admitted.

# General Conditions for Participation in Fairs and Exhibitions

(Continued)

The use of apparatus and equipment to achieve an increased advertising effect by optical and/or acoustic means requires the written consent of the organizer.

Advertising outside the stand space rented by the exhibitor is only possible as part of the advertising and sponsoring measures offered by the organizer. Advertising of a political nature is forbidden.

## 15. Photographs, drawings, films

The organizer is entitled to have photographs, drawings and films made of the exhibition, exhibits and exhibition constructions and stands and to use these for publicity or press purposes without exhibitors being able to object for any reason. This also applies to photographs produced directly by the press or television with the consent of the organizer.

For photographs, drawings and films of stands against payment, exhibitors must only use service contractors authorized by the organizer and in possession of a relevant permit. Only these service contractors may be commissioned before or after the official daily opening hours. Other service contractors are not admitted during these hours.

Exhibitors are not permitted to produce photographs, drawings and films of the stands and exhibits of other exhibitors.

## 16. Direct selling

Direct selling is not allowed unless expressly permitted by the Special Conditions for Participation, in which case objects for sale must be marked clearly with their prices. Exhibitors are responsible for ensuring that they obtain the necessary permits from the relevant trade and health authorities and comply with regulations.

## 17. Cleaning und stand space clearing

The organizer is responsible for general cleaning of the grounds and hall passages. Stand cleaning is the responsibility of exhibitors and must be completed daily before the opening of the event. Exhibitors are to use the service contractor engaged by the organizer for stand cleaning.

If the stand space is not cleared by the end of the official dismantling period, the organizer shall be entitled to charge a fee of EUR 300 per m<sup>2</sup>. The organizer is also entitled to dispose of exhibition stands and/or exhibits left behind at the exhibitor's expense. The organizer accepts no liability for damage to, or loss of exhibition stands and/or exhibits left behind.

## 18. Supervision

The organizer will arrange general supervision in the exhibition centre. This shall not affect the liability provisions of item 19.

The exhibitor is responsible for the supervision of his stand and his exhibits himself.

Exhibitors are strongly recommended to make their own arrangements for the security of their stands and exhibition items and effect appropriate insurance cover. Valuable items which can be easily removed should be locked away at night.

Additional stand supervision is available at the exhibitor's own expense by using the service contractor engaged by the organizer.

## 19. Liability, insurance, accident prevention

### 19.1 The organizer bears unlimited liability only in cases of intent or gross negligence and for damages due to loss of life, bodily injury or damage to health.

In all other cases the organizer shall be liable only

- in the event of a breach of cardinal obligations. Cardinal obligations are obligations of fundamental importance for the proper execution of the contract and which the exhibitor can expect to be regularly fulfilled;
- if the organizer is legally obliged to take out liability insurance cover or this is usually the case;
- if the organizer has claimed a special degree of trust or occupies a qualified position of trust.

In these cases, however, the organizer is only liable for typical foreseeable damage (hence not usually liable for consequential damage) and then only up to a limit of EUR 100,000 for each case of damage. The liability limitation applies only to businessmen, juristic persons under public law and special public assets. Moreover, liability due to slight or ordinary negligence is excluded. This liability limitation also applies to the conduct of the organizer's performing and vicarious agents.

### 19.2 The exhibitor/co-exhibitor or joint exhibitor is liable for any damage to persons or objects caused culpably by himself, his employees, his representatives or his exhibits and equipment.

### 19.3 The exhibitor is fundamentally obligated to obtain adequate insurance protection himself. It is recommended that the exhibitor takes out exhibition insurance to cover the transport and sojourn risk. Such insurance can be arranged by the organizer under a framework agreement.

### 19.4 The exhibitor is obliged to fit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associations. The organizer is entitled to prohibit the exhibition or operation of machinery and/or equipment at his discretion.

## 20. Protection of industrial property rights

Protection of copyright or other patent rights of exhibits is the responsibility of the exhibitor. A six-months period of protection from the beginning of an exhibition by reason of the law relating to the protection of inventions, samples and trade marks of 18 March 1904 (RGBl. page 141) only takes effect if the Federal Minister of Justice has published a relevant announcement in the Bundesgesetzblatt (Federal Law Gazette) for the event concerned (see Special Conditions for Participation, Exhibition priority).

## 21. Domiciliary right and house rules, contraventions, no-smoking policy

Exhibitors agree to accept the domiciliary right of the organizer during the event in all parts of the exhibition centre. The house rules of the organizer must be observed. The instructions of the organizer's employees and representatives of the organizer, who possess official identity cards, must be complied with.

Contraventions within the framework of the domiciliary right and the house rules shall entitle the organizer, if such contraventions continue after warning, to immediate closure of the stand at the exhibitor's own risk and expense and without claim to compensation.

There is a general smoking ban on the entire exhibition grounds. Smoking is only permitted in specially marked areas.

## 22. Place of fulfilment and jurisdiction

The place of fulfilment is Nuremberg. The same applies to the place of jurisdiction when the exhibitor is a merchant in his own right or a juristic person under public law or does not have a general inland place of jurisdiction. The organizer is also entitled to take legal proceedings against the exhibitor at the exhibitor's general place of jurisdiction.

## 23. Data protection notice

Personal data will be processed by the organizer as the controller within the meaning of data protection law, and where applicable by our ServicePartners, with due regard to the data protection regulations applicable to the support and information provided to customers and interested parties and the performance of the offered services (legal basis: Art. 6 para. 1 letter b EU-GDPR).

In accordance with the principle of data minimisation and data avoidance, only that data which is absolutely necessary for the aforementioned purposes will be processed. Personal data will of course be treated as confidential and protected as best as possible by means of appropriate security measures. Only authorised persons engaged in providing technical, commercial and customer administration support will have access to your data. Naturally, appropriate job processing agreements have been concluded to the extent legally required.

Personal data will be retained until the contractual relationship with the organizer is terminated and also until the data is no longer needed for other legal reasons (e.g. due to statutory retention periods).

Every exhibitor has the right to complain about this data processing to the competent data protection supervisory authority and may demand, subject to fulfilment of the legal conditions, information, rectification, erasure or restricted processing, object to the processing or assert his right to data transferability. MedtecLIVE GmbH or its data protection officer will be glad to answer any questions on this subject. You can find additional information on the subject of data protection, particularly including the relevant contacts, at [nuernbergmesse.de/en/data-protection](http://nuernbergmesse.de/en/data-protection).

## 24. Data use for promotional purposes

The organizer has an interest in cultivating the customer relationship with its exhibitors and providing them with information and offers about its own similar events and services or those of its subsidiaries. Therefore, the data transmitted with the submission of the application (company name, address, telephone/fax number and e-mail address) will be processed by the organizer itself and where applicable transferred to its ServicePartners and subsidiaries and processed by them in order to transmit appropriate event-related information and offers by e-mail in accordance with Art. 6 para. 1 letter f EU-GDPR.

### Objection to the transfer and use of data for purposes of direct

**promotion can be notified to the organizer at any time;** this also applies to profiling if it is directly related to the direct advertising. Once the objection is notified, the data will no longer be processed for this purpose. The objection can be notified without observing formal requirements and without indication of reasons and without incurring separate costs aside from the customary transmission costs at basic rates.

# General Conditions for Participation in Fairs and Exhibitions

(Continued)

You can find additional information on the subject of data protection, particularly concerning the exercise of your rights as a data subject and relevant contacts, at [nuernbergmesse.de/en/data-protection](https://nuernbergmesse.de/en/data-protection).

## 25. Data usage for test purposes

The organizer always endeavours to ensure the best possible experience in working with the software tools and platforms it provides. For this purpose, all products undergo different test phases (function test, load test, integration test, user test, performance test) before they are approved for use in order to ensure that the requirements for security, user friendliness, and freedom from defects can be guaranteed. The genuine data used for test purposes (i.e., the data provided with the submission of the application) are exported from the productive system to the test system. It is guaranteed that no data from the test system make it back to the productive system. Upon the conclusion of the test phase, the data in the test environment are erased again.

The legal basis is Art. 6 para. 1 letter f EU GDPR. Data subjects may always object to the use of data for test purposes vis-à-vis the organizer. When an objection is raised, the data may no longer be processed for this purpose. The objection can be filed informally without indication of reasons and no costs will be incurred aside from the regular transmission charges according to basic rate plans.

You can find additional information about data protection, particularly on the subject of exercising your data subject rights and ways you can contact us, at [nuernbergmesse.de/en/data-protection](https://nuernbergmesse.de/en/data-protection).

## 26. Severability clause

If any provisions of these Conditions for Participation are partially void or incomplete, this shall not affect the validity of the remaining provisions and the contract. In such cases, the parties agree to replace the void or missing provision by a provision that most closely relates to the business purpose intended by the parties.

# Supplementary Agreement to the General Conditions for Participation in Fairs and Exhibitions

## Bavarian Venue Regulations

### Application in the Exhibition Centre Nuremberg

- 1. Assurance of public safety and order**

The exhibitor shall comply with all public safety regulations, in particular with the Bavarian Venue Regulations. The exhibitor is obliged to exhibit only properly maintained and protected equipment and exhibits in the exhibition halls and these must comply with all statutory regulations on the technical safety of equipment.
- 2. Emergency routes**

Emergency routes in the exhibition halls must be kept clear at all times, including during assembly and dismantling. Contraventions will be fined.
- 3. Articles used in the halls**

Requisites, decorations and other articles must be made of fire-resistant material. Pyrotechnic articles, combustible liquids and other combustible material, especially packaging material, may only be kept in special areas provided by NürnbergMesse.

The operation of laser systems is subject to compliance with the relevant industrial safety regulations, including in areas accessible for visitors.
- 4. Fire regulations and safety concept**

NürnbergMesse has issued fire regulations, which are displayed throughout the exhibition centre and are part of the contract.

In connection with the enforcement of the Bavarian Venue Regulations, NürnbergMesse in consultation with the responsible authorities will draw up a safety concept, which will be implemented by separate arrangements as part of the existing contracts.
- 5. Security staff, security manager**

The maintenance of public safety and compliance with the requirements of the Bavarian Venue Regulations are monitored by special security staff; the security manager is authorized to issue binding instructions, especially if the safety of the event is at risk.
- 6. Event director and event equipment director**

The event director appointed by NürnbergMesse shall ensure compliance with the public safety regulations and particularly the Bavarian Venue Regulations. The event director is also authorized to close the event. Compliance with instructions issued by the event director is compulsory.

The name of the event director and his deputy must be announced in writing a suitable period of time before the respective event.

The event director shall be informed immediately of any special occurrences that could adversely affect the safety of the event.

The event equipment director must ensure the safety and operability of the technical facilities at the venue in terms of fire prevention during the official opening times of the event.

The event director or his deputy shall be present personally throughout the official opening time of the event, and the event equipment director or security manager shall be present during the assembly and dismantling periods as well.
- 7. Safety instructions**

The regulatory authorities, event director, event equipment director and security manager are authorized to issue instructions within the framework of the safety regulations. Compliance with these instructions is compulsory.

## Bavarian Health Protection Act

### Application in the Exhibition Centre Nuremberg

With the exception of smoking areas specially marked for this purpose, smoking is prohibited in the exhibition halls, congress halls, conference rooms, restaurants, cafeterias, mobile catering areas and service areas of the Exhibition Centre Nuremberg.