

Special Conditions for Participation in the exhibition MedtecLIVE 2024

Stuttgart, Germany 2024

MedtecLIVE

1. Venue, duration, opening hours

Venue: Exhibition Centre Stuttgart
Duration: Tue 18 – Thu 20 June 2024
Opening hours: Tue 18 – Wed 19 June 2024 9:00–17:00 daily
Thu 20 June 2024 9:00–16:00

2. Honorary sponsors

Forum MedTech Pharma e.V.,
Swiss Medtech,
VDMA Arbeitsgemeinschaft Medizintechnik

3. Organizer

MedtecLIVE GmbH,
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www.medteclive.com
CEO: Christopher Boss
Registration Number HRB 35124 Nürnberg
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4. Contractual terms

Contractual basis for the participation in the trade fair MedtecLIVE 2024 are the Special Conditions for Participation in the exhibition MedtecLIVE 2024 and General Conditions for Participation in Fairs and Exhibitions (including supplementary agreement), house rules of Landesmesse Stuttgart GmbH, the organizational (e.g. Stuttgart Messe Service-Portal/Online ExhibitorShop), technical (e.g. Online ExhibitorShop) and other conditions notified or made accessible to the exhibitor before the start of the exhibition. Furthermore, the terms of use for the MedtecLIVE digital platform apply, as every exhibitor also receives an basic entry on this digital platform. If the license and terms of use of the MedtecLIVE digital platform and the Special Terms of Participation of the MedtecLIVE 2024 trade fair contradict one another, the latter shall take precedence. If Landesmesse Stuttgart provides services, the General Terms and Conditions for Services of Messe Stuttgart shall apply.

5. Admission/Stand space confirmation

Item 2 of the General Conditions for Participation in Fairs and Exhibitions is supplemented as follows: The exhibitor agrees to pay a processing fee of EUR 350 if the order for stand space is cancelled prior to receipt of the stand confirmation. Withdrawals from contract after receipt of the stand space confirmation are governed by item 7 of the General Conditions for Participation in Fairs and Exhibitions.

6. Exhibitors and approved exhibition goods

Admissible as exhibitors are: manufacturers, importers, wholesalers, representatives and publishers, domestic and foreign, with regard to those products and services that can be assigned to the product groups provided. All exhibition goods must be described in detail in the application. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights in Germany are not admitted.

7. Rental in exhibition halls

per m² (or part thereof) stand space

EUR 269	In-line stand	(1 side open)
EUR 282	Corner stand	(2 sides open)
EUR 290	Peninsula stand	(3 sides open)
EUR 299	Island stand	(4 sides open)

Early booking discount of EUR 15/m² for complete applications received by the organizer by 30.11.2023.

Rebooking-Price (only valid from May 23 to May 25, 2023)

EUR 249	In-line stand	(1 side open)
EUR 259	Corner stand	(2 sides open)
EUR 267	Peninsula stand	(3 sides open)
EUR 276	Island stand	(4 sides open)

Minimum stand space is 9 m².

The type of stand allocated depends on planning; an entitlement to a certain type of stand does not exist.

Rental includes:

- Hire of the stand space during assembly, exhibition and dismantling.
- General guarding of the exhibition halls. General lighting of the exhibition halls. General cleaning of the passageways.

An administrative fee of EUR 0.60 per m² of stand space in exhibition halls will be charged and remitted to the AUMA (Association of the German Trade Fair Industry).

The waste disposal service with eco surcharge includes the professional removal and recycling of any waste generated at the stand during assembly and dismantling as well as for the entire duration of the trade fair. The flat fee for this is EUR 8/m² and is charged up to a maximum area of 500 m². The disposal

of production waste accumulated during the event, entire stand elements or complete exhibition stands must be ordered separately. It is strictly forbidden to bring any waste with you, any violation will be charged to the exhibitor. We reserve the right to take further measures. Waste is disposed of in accordance with the Technical Regulations.

8. Complete rental stand

All charges of complete rental stands are calculated per m² of stand space (rounded up to nearest full m²), in addition to rental charge for stand space in exhibition halls (see item 7). All pictures are exemplary pictures.

Rental includes:

- Hire of a complete stand.

All variants can be found in the Stuttgart Messe Service Portal at www.stuttgartmesseserviceportal.de. Landesmesse Stuttgart is responsible for assembling and dismantling the complete rental stand.

The complete rental stand and its fittings must not be pasted over, nailed, painted or damaged in any way. The exhibitor is liable for damages occurring during the rental period and will be charged with the costs.

The basic type of complete rental stand can be fitted out additionally in the same system at extra cost.

Respective orders can be carried out in the Stuttgart Messe Service-Portal.

9. Payment conditions

Exhibitors can be charged an advance payment of 50% of the expected stand space rental on **confirmation of the application**.

The full stand space rental less the advance payment will be charged to exhibitors on **confirmation of the stand space**. The advance payment will be reimbursed in case of non-confirmation of the stand.

Any payments are due by the date shown on the respective invoice. Invoices are payable in full. All payments are to be made in EURO without charges, quoting the invoice number.

If the exhibitor enters a different invoice address on the application form, he authorizes the stated person/company to receive the invoice and other payment requests. This does not exempt the exhibitor from his obligation to pay.

For subsequent changes to the invoice for which the exhibitor is responsible, the organizer may charge a processing fee of EUR 50. The same shall apply to cases in which additional expense is incurred because invoices and/or related information, data and documents are entered by the organizer in the exhibitor's invoice processing systems or payment portals.

An entitlement to the allocated stand space only exists after full payment of invoices. The exhibitor is to provide proof of payment.

The exhibitor agrees to the transmission of invoices by the organizer, Landesmesse Stuttgart GmbH as well as their ServicePartners via e-mail (electronic billing). If the exhibitor does not wish to use electronic billing, he or she may object in writing or in text form.

10. Insurance

The exhibitor is obliged to make his own adequate insurance arrangements. Insurance for exhibitors (transport risk and the risk involved during the stay) is advisable.

11. Assembly and dismantling, passes

Assembly:	Sat 15 – Mon 17 June 2024	7:00–20:00 daily
Dismantling:	Thu 20 June 2024	16:00–24:00
	Fri 21 – Sat 22 June 2024	7:00–20:00

Access to the halls during assembly and dismantling times is only permitted on display of special passes, which are not valid during the exhibition. The exhibitor agrees to keep to the stated times, especially with respect to completely vacating his stand space by not later than 20:00 on Saturday 22 June 2024. Should the exhibitor fail to fulfil this obligation and consequently obstruct the assembly of the next event, the exhibitor shall be obliged to bear all costs arising in this connection. This particularly applies to claims for damages lodged against the organizer.

12. Stand design, stand mentoring

12.1 Stand design

The exhibitor is responsible for stand equipment and decoration.

The technical guidelines of Landesmesse Stuttgart GmbH are applicable for the stand design, as well as the be published on www.medteclive.com/en and in the Stuttgart Messe Service-Portal.

The overriding principle for the design of all exhibition stands is transparency. All open sides of the stand must be freely accessible. This means that at least **50%** of the respective gangway side must **not** be obstructed by **structures** or fittings.

The minimum height is 2.50 m.

The backs of stand partition walls, advertising carriers or other design elements facing neighboring stands and exceeding a height of 2.50 m must be white, in a clean and tidy condition and must not contain any text or graphics.

The maximum stand height in hall 1: 3,50 m–5,50 m. There may be structural restrictions depending on the respective hall.

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Two-storey stands are permitted in individual cases, subject to a minimum groundlevel space of 100 m² and submission of a special application. Not more than 50% of the ground-level space is to be covered by the second storey. Two-storey stands must be approved by the organizer or Landesmesse Stuttgart GmbH and the exhibitor is responsible for obtaining the necessary approvals from the building authority; relevant application forms are to be requested. Two-storey stands may be rejected in the overall interests of the event and for safety reasons. The stand rental increases by 50% for the stand space covered by the second storey. No legal entitlement exists for two-storey stands. If the rental exhibition stand is not used, a fascia (0.30 m high) must be fitted on all open sides of the exhibition stand. The fascia is not required, if the necessary stand appearance is provided in some other way. The exhibition organizer reserves the right to give further instructions concerning the design of stands.

Only water-soluble adhesive may be used on the fiber board stand partition walls and these may not be painted unless they have first been covered with wallpaper. After the exhibition, wallpaper or other finishing material must be removed by the exhibitors, otherwise the exhibitor will be charged with the costs.

All other stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way.

The exhibitor is liable for damage occurring and will be charged with the costs. Pillars, installations and fire-fighting equipment within the stand are part of the allotted stand space and must be accessible at all times.

Floor coverings in the stands are only to be fixed with double-sided adhesive tape (following tapes are to be used: tesafix no. 4964).

The exhibitor agrees to comply with these conditions. Non-compliance may result in claims for damages by the organizer, Landesmesse Stuttgart GmbH or the neighboring exhibitors affected.

12.2 Stand mentoring

No dismantling of exhibition stands and/or disposal of products (except patterns, samples and promotional give-aways) before the end of the exhibition). The exhibition ends at 16:00 on the last day. Until this time, every exhibitor agrees

- to man his stand space with his stand personnel
- not to hand over products to interested persons (except patterns, samples and promotional give-aways)
- not to start dismantling the exhibition stand

The organizer or the Landesmesse Stuttgart GmbH can impose a contract penalty on the exhibitor for each case of contravention. The contract penalty amounts to 20% of the net stand rental, subject to a minimum of EUR 500. The organizer also reserves the right to exclude the exhibitor from exhibiting at future MedtecLIVE exhibitions.

13. Exhibitor passes

Each exhibitor will be given free passes for the operating personnel needed according to the stand size of his exhibition stand. 3 passes will be issued for up to 10 m² stand space, plus 1 pass for each further full 10 m². These tickets are valid during duration and also during assembling and dismantling time. Any additional exhibitor passes needed can be purchased for entitled persons at a price of EUR 20 each plus VAT at the statutory rate.

14. Marketing services for exhibitors (= direct exhibitors)

The organizer provides each exhibitor with marketing services containing the following services:

- **Voucher code** (electronic admission voucher code) – can be exchanged unlimited and only online. Admission vouchers exchanged by visitors for entrance tickets are not charged to the exhibitor.
- Further voucher codes can be created online in the TicketCenter (free of charge)
- **Invitation management and voucher monitoring** in our TicketCenter
- **1 free Lead Success App.** LeadSuccess makes it possible to scan visitor tickets on site via tablet / smartphone and thus keep track of exhibition contacts
- Entry in the alphabetical list of exhibitors in the **exhibition guide** (issued free to all visitors).

The organizer provides each exhibitor with an **online profile** at www.medteclive.com – active even after the trade fair has ended – with the following services.

The exhibitor is solely responsible for the information and other materials provided by him for the exhibition directories, in particular images. He shall indemnify the organizer or the NürnbergMesse against all claims by third parties asserted in relation to the materials sent.

- **Company profile:** basic company information (name, address, contact details) as well as additional individualized information (e.g. logo, company description).
- Possibility to generate leads via the company profile as well as real-time statistics and lead dashboard
- **2 content-credits or product/service profiles:** consisting of e.g. product description, pictures, identification as novelty.
- Entry of company name and stand number in the **floor plans** on the website.
- **Link** from the exhibition website to the exhibitor's website. The exhibitor connects a **return link**.

The exhibitor also receives the following online advertising aids:

- License and free use of **digital assets** (e.g. logos, ads, text samples, banners, social media graphics, etc.) of MedtecLIVE (download section at www.medteclive.com)

The exhibitor agrees to purchase the marketing services at a price of EUR 890. This will be charged together with the stand rental. No reduction in price can be granted if only parts of the package are used.

15. Co-exhibitors

Co-exhibitors are companies who appear on the exhibitor's (= direct exhibitor's) stand and present their own products with their own personnel. Their independence must also be recognizable without physical separation.

Co-exhibitors are only admissible if they fulfill the conditions for participation in the event and the information requested on the application form for co-exhibitors has been entered in full.

If the application of a co-exhibitor is cancelled the direct exhibitor agrees to pay a processing fee of EUR 150.

16. Marketing services for co-exhibitors

The organizer provides each co-exhibitor with marketing services.

- See item 14 for services included in package

Admission vouchers/e-codes redeemed by customers **will not** be charged to the co-exhibitor.

The exhibitor agrees to pay a participation fee as well as for the acceptance of the marketing services at a total price of EUR 890 for each co-exhibitor registered by him. This will be charged together with the stand rental or at a later date. No reduction in price can be granted if only parts of the package are used.

17. Exhibition priority

An application for exhibition priority for this event will be submitted to the Federal Ministry of Justice. The priority certificate protects certain intellectual property rights until submission of an application to a patent office in Germany or abroad.

18. Data protection notice

Personal data will be processed by the Organizer as the controller within the meaning of data protection law, by NürnbergMesse GmbH as operating partner, Landesmesse Stuttgart GmbH and where applicable by ServicePartners of the organizer and NürnbergMesse GmbH, 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 data 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 until the data is also 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. The Organizer (MedtecLIVE GmbH, Exhibition Centre, 90471 Nuremberg/data@medteclive.com) will be glad to answer any questions on this subject.

19. 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. 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,

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the NürnbergMesse GmbH, and where applicable by ServicePartners of the organizer and NürnbergMesse GmbH to transmit appropriate event-related information and offers by e-mail in accordance with Art. 6 para. 1 letter f EU-GPDR. Objection to the use of data for purposes of direct promotion may be notified to the Organizer at any time; this also applies to profiling if it is directly related to the direct promotion. Once the objection is notified, the data will no longer be processed for this purpose. The objection may 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. The objection should be addressed to MedtecLIVE GmbH, Messezentrum, 90471 Nuremberg, or data@medteclive.com.

20. Exhibitor claims, written form, place of fulfillment, jurisdiction

All exhibitor claims against the organizer must be made in text form (§ 126b BGB). The statutory period of limitation begins with the last day of the exhibition. Agreements that deviate from these or supplementary terms must be in text form (§ 126b BGB). German law and the German text shall prevail. Place of fulfillment and jurisdiction is Nuremberg. However, the organizer reserves the right to bring his claims before the court of the place at which the exhibitor has his place of business.