

# CONDITIONS OF PARTICIPATION

By completing the registration form, exhibitors state their full and binding acceptance of the Conditions of Participation, which form a significant part of the Exhibitor Tenancy Contract. The House Rules of MESSE TULLN GmbH shall apply.

## 1. Opening hours

Austro Vin Tulln 2020 takes place from Thursday, 30th of January until Saturday 1st of February 2020. The trade fair is opened on Thursday and Friday from 10 a.m. until 6 p.m. and on Saturday from 10 a.m. until 5 p.m.

## 2. Pitch rent

The registration fee per exhibitor is € 165.00 and must be transferred to the account of MESSE TULLN GmbH, IBAN: AT88 3288 0000 0000 0695, BIC: RLNWATW1880 (Raiffeisenbank Tulln) along with the pitch rent by January 13, 2020. In the event of a delay of payment, default interest of 12% p.a. will be applied.

## 3. Registration, cancellation

Registration shall take place exclusively via submission of the registration forms distributed by the trade fair management. The registration deadline is September 2, 2019. The completed registration is binding on the exhibitor and cannot be withdrawn. Withdrawal is prohibited even if the trade fair management is unable to entirely fulfill requests regarding the size and type of exhibition plots. If the trade fair management accepts the withdrawal of a registration up to 7 days before the beginning of the trade fair in exceptional cases, the exhibitor must pay a cancellation fee of 30 percent of the pitch rent. 100 percent of the pitch rent shall be due for any cancellations after this point.

## 4. Admittance

Admittance to the trade fair of a main and a co-exhibitor shall be decided by the trade fair management, which confirms the acceptance. The trade fair management is free to decline registrations without stating its reasons. NOTE: Only tractors specially for viticulture and fruit growing are permitted (no standard-tractors).

## 5. Allocation of exhibition plots

Allocation of plots shall be the responsibility of the trade fair management. The instructions of the trade fair management must be followed exactly during the construction of the trade fair stand. The walls and floors of the halls may not be painted, glued or damaged. The rented plots must be kept in a good and clean condition by the exhibitor.

## 6. Exhibitor tickets

The exhibiting company shall receive 4 exhibitor tickets for each assigned plot which authorize bearers to access the exhibition buildings during the defined times. Additional exhibitor tickets may be requested from the trade fair management. Dispatch of exhibitor tickets shall only take place once payment of the pitch rent has been received.

## 7. Advertising on the trade fair grounds

Printed and advertising materials may only be affixed within the rented stand but not on the rear wall of the stand. Nor may it be distributed in the hall aisles or trade fair grounds. Only trade fair-related advertising by exhibitors is permitted that is not in breach of legal regulations or public decency and is not ideological or political in nature. Comparative and superlative advertising is not permitted. Visual, moving and audio advertising materials are not permitted outside the rented stand.

## 8. Subletting

The rented exhibition plots may not be sublet or relet in any manner whatsoever. A co-exhibitor is an exhibitor who, with the consent of the trade fair management, is represented on the stand of the main exhibitor with his own economic goods. The main exhibitor is obliged to notify the trade fair management of any co-exhibitors as part of the application. The co-exhibitor must be listed in the list of exhibitors.

## 9. Wireless internet

WIRELESS internet access (HOT SPOT) is available to exhibitors in all halls and in the open areas. The operation of WI-FI ACCESS POINTS by any party other than MESSE TULLN GmbH is prohibited throughout the entire trade fair grounds.

## 10. Liability and insurance

The organizer accepts no liability whatsoever for the theft or loss of or damage to goods brought or left by the exhibitor or third parties, in particular exhibition and stand equipment. The organizer is not obliged to take out insurance of any kind. The organizer accepts no liability whatsoever for any items or vehicles left on the trade fair grounds by the exhibitor, his employees or contractual partners. The exhibitor is liable for any damage caused to persons or property by himself, his employees, his contractual partners or his exhibition items or equipment. The organizer must be indemnified and held harmless. Each exhibitor shall have an increased duty of care for the security of his goods during the assembly and disassembly period. Valuable and easy-to-move exhibition items must be removed from the trade fair stand outside of trade fair opening hours (in particular at night) and must be stored by the exhibitor himself at his own risk. The exhibitor consents to video recording being carried out, in the interest of safety, outside of opening times as well as during setup and breakdown times. The recordings will not be made public and will be deleted in accordance with regulations. The organizer is not liable for financial, health or other damages of any kind incurred by the exhibitor himself, his agents or third persons for any reason whatsoever related to the preparation, execution or winding-up of an exhibition. The organizer is not liable for loss of profits. Exhibitors

are therefore advised to arrange appropriate insurance. This exclusion of liability shall also apply if damages are caused by defects in buildings or installations of the organizer. The organizer is only liable if damages are caused deliberately by himself or his employees. The damaged party must demonstrate that this is the case. The exhibitor may in no way derive claims against the organizer from the actions or omissions of other exhibitors, their employees or contractual partners. The exhibitor must notify any defects immediately in writing and give the organizer an opportunity to remedy them. Any claims of the exhibitor must be notified to the organizer immediately in writing, failing which they shall be considered forfeited. No liability is accepted for incorrect inclusion or entries in the official trade fair catalog and/or other trade fair materials (printing errors, formal defects, incorrect allocation, non-inclusion, etc.). The organizer shall not accept any shipments intended for exhibitors and shall not be liable for losses, incorrect or delayed delivery. Remaining in the buildings and grounds overnight is not permitted.

## 11. Vehicle traffic, parking prohibition

Parking is prohibited throughout the trade fair grounds during exhibition hours. During the trade fair, vehicles may only enter the trade fair premises outside of opening hours. The Exhibitor gives his express consent to MESSE TULLN or its agents inspecting the vehicle interior at any time.

## 12. Fire protection and safety systems

Hydrants, fire extinguishers, electrical switching cabinets, gas shut-off valves and emergency escape routes may not be blocked or impeded. The use of open flames, liquid gas, welding equipment and machinery which may create sparks is strictly prohibited within the buildings. Decorative materials for the trade fair stands must meet fire protection regulations. A general smoking ban applies in the exhibition halls of MESSE TULLN GmbH.

## 13. Instructions by trade fair bodies

Exhibitors are obliged to allow the bodies of MESSE TULLN GmbH access to their stands at any time. The instructions of the bodies must be followed at all times, failing which the exhibitor may be ordered to vacate the stand.

## 14. Removal of stands

The removal of stands before the end of the trade fair is prohibited. Removal must be completed at the latest 3 days following the end of the trade fair, failing which the trade fair management is entitled to remove and store the goods at the exhibitor's expense. At the end of the removal period all exhibition plots must be left in the same condition in which they were originally rented from the organizer.

## 15. Electrical and water connections

Electrical requirements must be stated on the registration form. The required agreement documents will then be sent to the exhibitor. If water supply is required, the approval of the trade fair management must be sought.

## 16. Place of performance and jurisdiction

The place of performance for any obligations arising from participation in the trade fair or attendance at it is Tulln. Tulln is agreed as the place of jurisdiction for any disputes arising from this contract.

## 17. Complaints and claims

Complaints regarding the scope, form and allocation of exhibition spaces or regarding electrical or water supplies may only be submitted to the trade fair management during the exhibition, failing which any related claims shall be excluded. Any other claims by exhibitors must be notified to the trade fair management at the latest 3 days following the end of the exhibition. Any claims submitted later shall be considered to be expired. Agreements of any type shall only be valid if they are set down in writing.

## 18. Display of prices

Any goods and/or price lists and catalogs displayed must be shown in € and include VAT. The display of prices must fulfill the legal provisions currently applicable in Austria.

## 19. Appearance of the trade fair stands

Allocation of plots shall be the responsibility of the trade fair management. The instructions of the trade fair management must be followed. Appearances which are contrary to good taste or the overall style must be modified as directed by the trade fair management. In the event of a refusal, the trade fair management is entitled to carry out the modification at the exhibitor's expense. - Each exhibitor must equip his stand with his company name according to the instructions of the trade fair management. The rented plot must be prepared as of 8 a.m. on the opening day and manned accordingly, and remain so throughout the duration of the exhibition. Upon departure, the exhibitor is obliged to leave the space in the same condition as he found it.

## 20. Acknowledgement

By signing the application, the exhibitor states that he accepts the conditions of participation unconditionally. With his signature, the exhibitor recognizes MESSE TULLN GmbH's right to act in the event of a breach of the prohibitions stated in these conditions.

## 21. Exhibitor catalog

An official catalog will be released which will serve visitors to the exhibition as a guide and those interested in making purchases as a reference. Inclusion without guarantee.