

Terms of Registration 2024

Internationale Spieleerfindermesse – Game Inventors Convention

Introduction

The following Terms of Registration and the NürnbergMesse site regulations are the contractual basis for participation in the Internationalen Spieleerfindermesse – Game Inventors Convention 2024 and thus form part of the participant's offer (in accordance with Item 5. of the Terms of Registration) to conclude a contract with Spielwarenmesse eG.

1. Event Day

Friday, 2 February 2024

2. Venue

Exhibition Centre Nuremberg, NCC Mitte, Floor 1,
Foyer, Room Brüssel, Room München

3. Procedure

7.30 AM – 8.45 AM: Setup of the presentation table

9.00 AM – 6.00 PM: Game Inventors Convention

Starting at 6 PM GamingHour (included in participation fee)

4. Participation packages and fees

4.1. Participation Package 1

Included are: Admission to the fair on 2.2.2024 for one person, 1 presentation table (45x150cm) with 4 chairs, WLAN, entry on website and Game Inventors Guide of Spielwarenmesse® (PDF), participation in the GamingHour - the networking party.

The participation fee is 125.00 Euros.

4.2. Participation Package 2

Included are: Admission to the fair on 2.2.2024 for two persons, 1 presentation table (45x150cm) with 4 chairs, WLAN, entry on website and Game Inventors Guide of Spielwarenmesse® (PDF), participation in the GamingHour - the networking party.

The participation fee is 140.00 Euros

4.3. Participation package 3

Included are: Admission to the fair on 2.2.2024 for one person, 2 presentation tables (total: 90x150cm) with 4 chairs, WLAN, entry on website and Game Inventors Guide of the Spielwarenmesse® (PDF), participation in the GamingHour - the networking party. The participation fee is 150.00 Euros.

4.4. Participation package 4

Included are: Admission to the fair on 2.2.2024 for two persons, 2 presentation tables (total: 90x150cm) with 4 chairs, WLAN, entry on website and Game Inventors Guide of the Spielwarenmesse® (PDF), participation in the GamingHour - the networking party. The participation fee is 165.00 Euros.

The presentation tables are provided from 07.30 AM – 6 PM. Use after 6 PM cannot be guaranteed.

5. Registration

Registration takes place via the Spielwarenmesse website and is binding for the participant. The online registration must be completed in full and is valid even without signature and stamp by sending it.

After receipt of the registration for the Game Inventors Convention, all game designers will immediately be asked to fill out an author portrait each. The registration is considered valid and participants cannot be admitted to the Game Inventors Convention until the completed author portrait has been received.

Reservations and conditions (e.g. exclusion of competition) are not permitted in the registration. If these are inserted in the registration form, they only become legally effective if they are confirmed in writing by Spielwarenmesse eG. By registering, the participant accepts these registration conditions as binding, subject to the preliminary remarks. All the above-mentioned contractual texts are available for inspection at the offices of Spielwarenmesse eG, Herderstraße 7, 90427 Nürnberg. The validity of conflicting or supplementary general terms and conditions of the participant is excluded, even if these are not expressly contradicted. The participant is obliged to comply with all applicable public-law regulations in the selection, construction and operation of its presentation area, in particular all local, building and trade police regulations, including the model ordinance on the construction and operation of places of assembly.

After online registration, the participant will receive an electronic confirmation of receipt from Spielwarenmesse eG, which does not constitute admission within the meaning of Item 6.

The registration constitutes the participant's offer. The participant is irrevocably bound by this offer until 31 December 2023. Spielwarenmesse eG shall be deemed to have accepted the offer if it has admitted the participant in accordance with Item 9 and sent the invoice in accordance with Item 9 to the participant by this date. After expiry of the above binding period, the offer does not expire automatically but is maintained as a revocable offer from 1 January 2024. It shall be extended until it is revoked by the participant. The revocation must be declared in writing to Spielwarenmesse eG. The offer expires upon receipt of the revocation by Spielwarenmesse eG, unless Spielwarenmesse eG has previously declared acceptance in the post-placement procedure by admitting the participant and sending the invoice.

6. Admission

The contract is concluded by notification of admission, which is sent by e-mail and is also valid without a signature. Spielwarenmesse eG decides on the admission of the registered participants. There is no legal claim to admission. The product categories specified in the registration form are the basis of the contract. Products other than those registered and approved may not be exhibited. The exhibition of unauthorized exhibits or exhibits that violate legal regulations or offend against good taste is not permitted. They may be removed by Spielwarenmesse eG at the participant's expense and risk. In particular, the exhibition of exhibits that can be assessed as propaganda material or symbols of unconstitutional organisations, especially former National Socialist organisations (e.g. swastika, SS rune, etc.) within the meaning of §§ 86, 86a of the German Penal Code (StGB) is prohibited. Spielwarenmesse eG is entitled to reject applications without giving reasons. The admission granted may be revoked if the conditions for granting it are not or are no longer fulfilled.

7. Brand and product piracy

It is prohibited to exhibit or offer services at the Spielwarenmesse® that violate laws on the protection of intellectual property or industrial property rights through their manufacture, marketing, distribution, possession or advertising.

If Spielwarenmesse eG is presented by an exhibitor/co-exhibitor/participant with an enforceable court decision, such as an injunction, prohibiting a participant from manufacturing, marketing, selling,

possessing or advertising all or some of the products exhibited or services offered by him, Spielwarenmesse eG is entitled to terminate the contract existing with this participant without notice for good cause and to close his presentation table immediately by way of self-help. The participant affected by these measures will be excluded from participation in the following Game Inventors Conventions. Spielwarenmesse eG shall cancel the above sanctions if the participant concerned proves to Spielwarenmesse eG that the enforceable court decision leading to the imposition of the sanctions has been cancelled itself or only with regard to enforceability or has been amended in such a way that the conditions for termination, eviction of the presentation table and exclusion from further fairs no longer apply.

If Spielwarenmesse eG takes measures or regulates the protection of intellectual property or industrial property rights during the Game Inventors Convention and a participant who is accused of infringing the corresponding rights of another participant through exhibits exhibited or offered by him at the Game Inventors Convention ignores these measures or does not submit to the regulations, Spielwarenmesse eG is entitled to exclude this participant from participation in the subsequent Game Inventors Conventions. Claims for damages by the participants involved against Spielwarenmesse eG due to the contractual implementation of the measures described above are excluded, except in the case of intent or gross negligence.

8. Table Allocation

Table allocation is carried out by Spielwarenmesse eG according to aspects given by the exhibition theme and is sent by e-mail. The participant has no right to be allocated a particular table and does not acquire such a right by virtue of having held the same table for years. The fair management will, however, take special placement requests into account within the scope of its possibilities.

The contract is concluded between Spielwarenmesse eG and the registering participant when the "Admission/Invoice" is sent to him or, if agreed, to the invoice recipient named by the participant. The participant may lodge an objection in writing by registered letter within 2 weeks of receipt of the table allocation. An objection does not affect the validity of the participation contract concluded. Spielwarenmesse eG will endeavour to remedy the situation. There is no legal obligation to do so.

Spielwarenmesse eG is also entitled to make subsequent changes to the table allocation after the participation contract has been concluded. However, such subsequent changes must not exceed what is reasonable for the participant. Spielwarenmesse eG is entitled to relocate or close entrances and exits to the fairground and halls and to make other structural changes.

9. Terms of Payment

Admission and invoicing shall take place together. The invoice amount is due within 10 days of the invoice date. Payments shall be made on time without any deductions only to the accounts stated on the invoice. The participation fee is calculated in euros and is a net price, in addition to which value-added tax is calculated at the respective rate set by law for the time of the event and is payable at the place set by law. All prices are in addition to any taxes and duties levied in the participant's country. Spielwarenmesse eG is entitled to continue to charge such taxes and duties even if they were not yet known or levied at the time of registration. Invoiced by: Spielwarenmesse eG, Herderstraße 7, 90427 Nürnberg, Germany

Bank charges shall be borne by the exhibitor. Payment by credit card (VISA, MasterCard, American Express) is possible. In the event of late 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.

Spielwarenmesse eG is entitled to terminate the contract without notice if the participant has not made payments due under this contract despite a reminder. Spielwarenmesse eG is then entitled to dispose of the presentation area without further notice. In this case, the participant remains obliged to pay the full contractually agreed participation fee, whereby Spielwarenmesse eG must take into account any expenses saved and any income generated by y using the presentation space for other purposes.

In the event of full or partial subletting of the allocated table - this does not include a partial or full exchange of space with other participants, giving up the previously allocated presentation space - a flat-rate compensation fee of 50% of the invoiced participation fee is payable. The participant's right to prove that such damage has not occurred or has occurred at a significantly lower amount than the agreed flat-rate compensation fee shall remain unaffected. The right to occupy the table shall only be secured by compliance with the contractually agreed payment dates and by full payment of all invoiced amounts. Spielwarenmesse eG reserves the right to assert the statutory lessor's lien to secure its claims resulting from the contractual relationship.

10. Provision of the presentation area to third parties

The participant is not entitled to exchange the presentation space allocated to him, to hand it over to third parties in whole or in part or to allow third parties to share it without the prior written approval of Spielwarenmesse eG.

11. Termination, Cancellation, No-show

The participant has a one-time special right of termination if, due to sovereign regulations, an exit from the home country or an entry to Germany is excluded or unreasonably restricted due to quarantine regulations; unreasonable are such quarantine regulations of more than 5 days that cannot be shortened by a vaccination or test. This special right of termination must be exercised in writing to Spielwarenmesse eG by 31 December 2023; the reasons must be stated in the notice of termination.

An ordinary termination of the contract is otherwise excluded. The right of both contracting parties to extraordinary termination for good cause remains unaffected. If a participant cancels the contract unilaterally and without justification (cancellation), Spielwarenmesse eG is entitled, but not obliged, to freely dispose of the presentation area elsewhere. The participant's declaration of cancellation must always be made in writing or text form. The participant remains obliged to pay the invoiced participation fee.

In any case of cancellation, the participant has the right to prove that Spielwarenmesse eG has saved higher expenses than those taken into account in the deduction as a result of the cancellation and that it has generated income, which it must take into account, by making the presentation area available to other participants. A partial or complete exchange of space with other participants, giving up the previously allocated space, does not constitute income to be credited. If a table remains completely or partially unoccupied (no show) by the participant at the start of the event, the exhibitor must pay the costs demonstrably incurred by Spielwarenmesse eG due to the necessary rearrangement of the presentation area in addition to the participation fee invoiced. If insolvency proceedings are applied for against the participant's assets, the participant is obliged to inform the fair management immediately. Spielwarenmesse eG is then entitled to terminate the contract without notice for good cause.

12. Postponement, cancellation, abandonment, etc. of the fair

Spielwarenmesse eG is entitled to postpone, shorten, cancel, temporarily interrupt, partially close or cancel the 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 holding or continuation of the 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 holding of the fair is not possible or the fair is delayed or cancelled.), either the fair cannot be held or the smooth running of the fair is impaired or endangered to such an extent that the purpose of the fair as intended cannot be achieved for exhibitors, visitors or Spielwarenmesse eG, or can only be achieved with considerable restrictions.

Spielwarenmesse eG makes the respective decision as organizer at its own dutiful discretion.

12.1. Spielwarenmesse eG will notify the participant immediately of any postponement (in terms of location or time) or shortening of the fair period before the fair begins; the notification can also be made electronically, e.g. by e-mail. In this case, the participant is entitled to withdraw from the contract. If the withdrawal is not declared in writing to Spielwarenmesse eG within two weeks of receipt of the notification, the contract is deemed to have been concluded for the new fair venue or period.

12.2. In the event of premature termination (cancellation, shortening), temporary interruption or partial closure after the start of the fair or in the event of a late start, the participant's obligation to participate in the part of the fair that has not been cancelled and to pay the full participation fee remains in force. Spielwarenmesse eG shall reimburse the participant on a pro rata basis for the costs it does not incur as a result of the cancellation or partial closure (saved expenses).

12.3. Spielwarenmesse eG is entitled to refrain from holding the fair at its reasonable discretion and taking into account the justified interests of the fair participants if the economic viability is not achievable or the number of registrations indicates that the overview of the industry aimed at by the fair is not guaranteed.

13. Badges

Each participant will receive electronic badge codes according to the booked participation package. A personalised badge can be generated online with a badge code. All information provided during the personalisation process of the badge must be truthful. Badges are not transferable and may not be passed on to third parties. In case of misuse, the respective participant has to pay a lump-sum compensation of 40 € for each incident detected.

Any additional badge codes required can be purchased.

The badge codes will be sent to the participants by e-mail with or after the official admission.

14. Creation and use of visual material, photography, drawing etc.

Any photography, filming and other recording of individual prototypes at the Game Inventors' Convention is not permitted. Exceptions to this are the press and participants at their own presentation stands. Spielwarenmesse eG is entitled to demand the surrender of the recording material in the event of infringements.

Spielwarenmesse eG is entitled to have any visual material, in particular photographs, drawings and film recordings, made of the fair, including the participant's presentation area and products, and to use them for advertising and press publications of Spielwarenmesse eG and its subsidiaries. The participant agrees to this. The use of pictures of the exhibitor's products taken at the exhibitor's presentation table requires

the exhibitor's consent. Only press or professional photographers and draughtsmen approved by the fair management are permitted to take photographs and draw professionally in the fair area.

15. Security

Spielwarenmesse eG is responsible for general surveillance of the halls and the outdoor area. The participant is responsible for guarding the table and its products during visiting hours and during assembly and dismantling times. Special guards can only be provided by the commissioned security service ESS Erlanger Sicherheits-Service GmbH, Zeppelinstraße 26, 91052 Erlangen. The general security service provided by Spielwarenmesse eG does not extend the limited liability of Spielwarenmesse eG described in Item 16 below.

16. Liability

Spielwarenmesse eG and its commissioned service providers accept no liability for loss or damage to products provided by you or your employees, except in cases of intent or gross negligence. Liability is limited to the purchase price of the product. Spielwarenmesse eG is not liable for loss or damage caused by third parties, in particular visitors to the International Game Inventors' Fair.

17. Place of performance and jurisdiction

If the participant is a merchant, a legal entity under public law or a special fund under public law, the place of performance for all obligations arising from the contractual relationship shall be Nuremberg. If the participant is a merchant, a legal entity under public law or a special fund under public law or if the participant has no general place of jurisdiction in the Federal Republic of Germany, Nuremberg is agreed as the place of jurisdiction. Spielwarenmesse eG is also entitled to take legal action against the participant before the court with jurisdiction for the participant's registered office. German law shall apply exclusively.

18. Privacy Policy

The data provided by the participant will be recorded and stored in Spielwarenmesse eG's database. They will be used exclusively for the fulfilment of the contract and for information and advertising purposes. By submitting the registration, the participant declares his/her consent to the use of his/her e-mail address. The declared consent can be revoked at any time. Future advertising can be objected to at any time by sending an email to info@spielwarenmesse.de. The data will not be used for any other purpose, in particular not passed on to third parties, with the exception of service providers working for Spielwarenmesse eG. Further information on data processing is available on the Internet at <http://www.spielwarenmesse-eg.de/en/data-protection>

22.9.2023

Spielwarenmesse eG