

Conditions of Participation Special Section



Kind + Jugend
The Trade Show for
Kids' First Years
16th – 19th September 2010

1 The organizer, the fair, the venue, the dates

Kind + Jugend is organized by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany.

It will take place at the Koelnmesse exhibition grounds from Thursday to Sunday, 16th to 19th September 2010.

Closing date for registration: 1st January 2010.

Opening times

For exhibitors: Thursday – Saturday, from 8 a.m. to 7 p.m.;

Sunday from 8 a.m. to 6 p.m.

For visitors: Thursday – Saturday, from 9 a.m. to 6 p.m.;

Sunday from 9 a.m. to 6 p.m.

Stand construction and dismantling

stand assembly: from 8 a.m. Sunday 12th September 2010.

Occupation of Koelnmesse stand:

from 8 a.m. Wednesday 15th September 2010.

Stand assembly ends: by 6 p.m., Wednesday 15th September 2010.

Dismantling of stands: by 6 p.m. Monday 20th September 2010.

2 Eligibility to participate

Exhibitors

Manufacturers and importers wishing to take part need only ensure that their products fall within the scope of the exhibition programme.

Importers and commercial agents must show that they have sole distributor rights in Germany for the products they wish to exhibit and must produce a corroborative statement by the manufacturer. The decision on whether to accept or reject as specific firm or product will be taken by the organizers. They will also decide on the placement of exhibitors.

Co-exhibitors

The participation of co-exhibitors and/or additionally represented companies at Kind + Jugend is possible. A special application and an acceptance by the organiser are required for the use of the stand area by a co-exhibitor (see Point V of the General Conditions of Participation).

Visitors

Admission to Kind + Jugend is reserved for trade visitors only.

3 Participation fees and other costs

As an exhibitor, the following costs will apply:

Participation fee: EUR.....per m² of floor space.

	up to 100 m ²	from 100 m ²
Upon registration by 31.10.2009:		
Terrace stand (one side open)	113.00 EUR/m ²	92.00 EUR/m ²
Corner stand (two sides open)	118.00 EUR/m ²	92.00 EUR/m ²
Two-corner stand (three sides open)	120.00 EUR/m ²	92.00 EUR/m ²
Island stand (four sides open)	122.00 EUR/m ²	92.00 EUR/m ²
Upon registration by 31.12.2009:		
Terrace stand (one side open)	119.00 EUR/m ²	98.00 EUR/m ²
Corner stand (two sides open)	124.00 EUR/m ²	98.00 EUR/m ²
Two-corner stand (three sides open)	126.00 EUR/m ²	98.00 EUR/m ²
Island stand (four sides open)	128.00 EUR/m ²	98.00 EUR/m ²
Upon registration by 01.01.2010:		
Terrace stand (one side open)	125.00 EUR/m ²	104.00 EUR/m ²
Corner stand (two sides open)	130.00 EUR/m ²	104.00 EUR/m ²
Two-corner stand (three sides open)	132.00 EUR/m ²	104.00 EUR/m ²
Island stand (four sides open)	134.00 EUR/m ²	104.00 EUR/m ²

The participation fee does not include the provision of stand partition walls or other special construction elements.

The stand costs cover the rental of the exhibition space for the entire trade fair, including the stipulated construction and dismantling periods; a specific number of exhibitor and work passes; the use of all technical and service facilities in the trade fair halls; advice from Koelnmesse experts on organization, advertising and publicizing your company's presentation; complimentary advertising materials for your own advertising activities; provision of rooms for press conferences; press contact service. For two-storey exhibition stands, the actual allotted area in the upper storey following the technical inspection is calculated at 50 per cent of the price per m² of floor area.

AUMA fee

The Association of the German Trade Fair Industry (AUMA) charges you a fee for representing your interests. The AUMA fee amounts to 0.60 EUR (net) per m² of exhibition space. Koelnmesse will invoice you this fee.

Further information regarding the AUMA fee is available at www.auma-messen.de.

Energy costs

Exhibitors will be charged a proportional flat-rate energy fee of 5.95 EUR per m² of occupied stand area.

Down payment for services

Koelnmesse and Koelnmesse Service GmbH are entitled to collect an adequate down payment for the services provided at an event (e.g., electricity and water supplies, media services etc.).

The amount of the down payment for services is based on the services invoiced at the previous event.

For exhibitors that did not take part in the previous event, the down payment amounts to 618.00 EUR.

A separate invoice will be drawn up for the services provided after the trade fair is over; the down payment will be credited towards this amount. Invoice amounts are payable immediately upon receipt. If the down payment exceeds the amount charged for services provided, the excess amount will be paid back to the exhibitor. Exhibitors are not entitled to have interest paid on their down payment.

Co-exhibitor charge

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Conditions of Participation), exhibitors will be charged a co-exhibitor fee of 400.00 EUR per company. The price of inclusion in the Media Package is not included in this fee (see Item 7).

Media Package

Entry in the Media Package "Catalogue/Internet/Matchmaking" is obligatory and costs 249.00 EUR (see Item 7).

VAT

All prices given are net prices. The statutory VAT will be charged separately where applicable.

VAT refunds

Foreign exhibitors (proprietors) may receive a refund of the VAT paid with the invoice as long as they fulfil the legal requirements. The appropriate service (subject to a fee) is offered by Koelnmesse Service in conjunction with G-VAT (Form M.13 in the Service Package). Alternatively, send your refund claim directly to
 Bundeszentralamt für Steuern, Dienstsitz Schwedt,
 Passower Chaussee 3b, 16303 Schwedt/Oder, Germany,
 Tel. +49 228 406-1200, Fax +49 228 406-2661,
 E-mail: vorsteuerverguetung@steuerliches-info-center.de,
 Internet: www.bzst.bund.de

Cost of non-participation

As a rule, the exhibitor can no longer be released from the contractual relationship once the admission / stand confirmation has been received. The regulations contained in Item II of the General Section of the Conditions of Participation apply. In the event of non-participation, companies that have registered for a trade fair must pay compensation amounting to 25% of the participation fee (at least 1,000.00 EUR), provided the reserved stand area can be rented to a third party.

4 Stand sizes and construction

The minimum stand size is 9 m².

Please note that hall pillars and other fixed construction elements may be present in any part of the rented stand area. The participation fee will be calculated according to the exact dimensions of the stand area allocated. Trade fair partition walls for dividing the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee by using Form S.10 from the Service Package (enclosed with the space confirmation). This fee does not include stand construction. Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

Stand construction and design must adhere to all regulations that are valid in Germany (including the NRW venue regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators, and signwriters and to all persons, in as far as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction and design of the stand. The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction personnel and other persons working for him/her to make sure they adhere to the regulations.

The maximum height for any stand structure is 4.00 metres insofar as the height of the hall roof and possible permanent fixtures permit this.

As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for one-storey stands that do not exceed the permissible height. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required. Plans must be submitted in duplicate for approval by Koelnmesse in good time before the work is carried out, and at least 6 weeks before the event commences.

These documents, which can be scrutinized, consist of ground plans, views and design cross sections with all measurements.

Stand construction may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately.

There is no obligation on the part of Koelnmesse to ensure the observance of other provisions.

Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to provide the notice of approval. The exhibitor is also aware of the fact that in exceptional cases – at his/her request and on his/her account – the stand construction documents must be submitted to the responsible authorities for scrutiny. Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be immediately complied with. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

If at all possible, the trade fair company (Koelnmesse) will try to provide the stand in the desired form. The following terms are used for the stands:

- Terrace stand: one side open
- Corner stand: two sides open
- Two-corner stand: three sides open
- Island stand: four sides open

The stand must be constructed to comply with the form of the stand confirmed. The arrangement of the stand is left to the exhibitor but should be appropriate for the event in question.

The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand space.

Banners and company signs are not permitted to encroach into the aisles. Koelnmesse Service GmbH also offers a completely outfitted turnkey stand system. Order Forms S.01 to S.08 are included in the Service Package, which will be sent to you with your space confirmation.

For information about alternative types of stand construction, please contact Koelnmesse Service GmbH.

For a surcharge, exhibitors can rent further equipment in addition to the standard furnishings.

5 Exhibitor passes and work passes

As an exhibitor you receive, free of charge and valid from the first day of construction to the last day of dismantling:

2 exhibitor passes for a stand up to 6 m² in size

4 exhibitor passes for a stand up to 10 m² in size,

6 exhibitor passes for a stand up to 20 m² in size,

1 additional exhibitor pass for each additional 10 m² or part thereof up to a stand size of 100 m²,

1 exhibitor pass for each further unit or part unit of 20 m² above this area.

The passes are sent together with the invoice for your stand.

If more exhibitor passes are needed for stand personnel, they can be requested from Koelnmesse for a fee (See the order form in the Koelnmesse-Service-Portal).

If stand personnel change during the event, you can exchange a used exhibitor pass (i.e. one bearing a name) for a new pass one time and free of charge. The passes are issued in the Exhibitor Services office.

You will also receive free passes that allow your company's personnel access to the fair grounds during the construction and dismantling periods:

These passes are only valid up to the start and after the end of the event.

They do not entitle the holders to enter the grounds during the event. These passes will also be sent together with the invoice for your stand rental fee.

All passes are for specific individuals and are non-transferable.

Exhibitor and work passes that were paid for but not used can be returned to Koelnmesse until the last day of the trade fair for a refund of the fee.

Transferring a pass to a third party — whether sold or given free of charge — is not permitted and represents a serious violation of the Conditions of Participation, in accordance with Item VI of the General Conditions of Participation.

6 Rules on selling

In view of the specialist nature of the event, direct sale and open price-labelling of exhibits or samples at the stands are not permitted.

7 Media Package (Forms 2.10 A+B, 2.30)

Koelnmesse offers exhibitors a Media Package for its events.

The Media Package consists of the following elements:

- One entry in the alphabetical list of exhibitors (printed catalogue)
- Two entries in the product group list (printed catalogue)
- One entry in the online catalogue: Company name, address, stand location, website and e-mail address and all of the product groups you marked in Form 1.30
- Entry and activation for Kind + Jugend Online Matchmaking with all of the product groups you marked in Form 1.30
- Activation for the Kind + Jugend online schedule planner
- Entry in the online route planner
- One entry and image in the Mobile Exhibition Guide (M.E.G.):
Company name, address, stand location, website and e-mail address and all of the product groups you marked in Form 1.30

The printed catalogue includes an alphabetical list of companies, a list of goods and advertisements. The printed catalogue is therefore an important, up-to-date reference work for all interested trade representatives that remains useful even after the event has come to a close.

If the exhibitor fails to submit Order Forms 2.10A + B before the deadline, **entries in the Media Package are based on the information given in Form 1.10 or Form 1.20/1.21 and are subject to a fee (249.00 EUR).**

Late submissions will not be included in the catalogue.

The catalogue will be produced by Koelnmesse Service GmbH.

Printing of the catalogue and advertisements will be carried out by Verlagshaus Meisenbach GmbH,

Franz-Ludwig-Straße 7a, 96047 Bamberg, Germany,

Tel. +49 951 861-190, fax +49 951 861-161,

e-mail m.hofmann@meisenbach.de

Customers are responsible for the content of their advertisements and entries and are liable for any damages related thereto.

Koelnmesse is not liable for printing errors, incorrect placement, mistakes and other gaps or faults in the printing.

8 "Infoscout" – Visitor Information System

Information about your company, as provided on Forms 1.10 to 1.30, will be made available to interested visitors at the information stands in the halls during the trade fair. In addition, you may use Koelnmesse's "Infoscout" electronic information system to **publish vacancies for trade representatives**.

You can use Form Z.03 to specify this offer in terms of products, countries or regions.

Exhibitors and visitors can use the "Infoscout" system **free of charge**.

9 Advertising

In order to ensure that the overall image of the event is retained and exhibitors are protected from unfair campaigns, the following advertising measures are forbidden:

1. Exceeding the specified stand height.
2. Distributing printed matter or advertising material in the aisles, halls or elsewhere on the exhibition grounds.
3. Staging visual or audio presentations without prior registration and approval.
4. Staging any kind of presentation in the aisles.
5. Competitions or prize drawings, including those outside the trade fair booth, during which participants are obliged to enter the booth of the advertiser are not permitted. The exhibitor bears responsibility for the legality of competitions, raffles etc.

10 Commercial property rights, patents

Koelnmesse does not want any exhibitors who in the process of producing, disseminating, selling, owning or advertising their products violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense.

If a final court decision has determined *res judicata* that an exhibitor in connection with one of Koelnmesse's events has violated laws of the kind mentioned in paragraph 1, Koelnmesse is entitled to bar that exhibitor from the next event of this kind after the *res judicata* court decision if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

11 Verbal agreements

Verbal agreements that go beyond the scope of this contract are not valid until confirmed in writing.

12 Severability clause

Should individual or several provisions of these Conditions of Participation be, or become, invalid in whole or in part, the validity of the remaining provisions shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions. This also applies to any gaps in the Conditions of Participation.

13 General part of the Conditions of Participation, Technical Guidelines

The stipulations of the General Part of the Conditions of Participation and the Technical Guidelines are not affected.