

Conditions of Participation

Special Section



ProSweets Cologne
The international supplier fair for the
sweets and snacks industry
02.02.-05.02.2020

1 Organiser, event, venue and dates, visitor admission

1.1 Title

ProSweets Cologne is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany.

The event will be held from Sunday, 02.02.2020 to Wednesday, 05.02.2020 at the Cologne Exhibition Centre.

For exhibitors: sunday- tuesday from 8:00 a.m. to 7:00 p.m.
 wednesday from 8:00 to 4:00 p.m. **NEW**

For visitors: sunday-tuesday from 9:00 a.m. to 6:00 p.m.
 wednesday from 9:00 to 4:00 p.m. **NEW**

1.3 Build up and dismantling

Build up:

Thursday, 30.01.2020, 8:00 a.m. to Saturday, 01.02.2020 8:00 p.m.

Dismantling:

Wednesday, 05.02.2020 from 4:00 p.m. **NEW** to Saturday, 08.02.2020 6:00 p.m.

Build up must be completed by no later than 8:00 p.m. on Saturday, 01.02.2020. The aisles must be completely cleared by this time.

Dismantling of the exhibition stand and the goods presentation may not begin before the end of the event at 4:00 p.m. **NEW** on Wednesday 05.02.2020.

Koelnmesse GmbH has the right to impose a fine of up to Euro 5,000.00 for each time that an exhibitor violates this regulation. The size of the fine will depend on the seriousness of the violation. Koelnmesse GmbH may in addition/as an alternative bar the exhibitor in question from participating in the following event.

Admission for dismantling personnel from: 4:00 p.m. **NEW**

Trucks will be permitted to enter from: 6:00 p.m. **NEW**.

Dismantling of all stands and exhibits must be finished by 6:00 p.m. on Saturday, 08.02.2020.

1.4 Visitor admission

ProSweets Cologne is a trade fair. Only trade visitors are admitted.

2 Eligibility to participate

2.1 Exhibitors

Only manufacturers that are entered in the Commercial Register or in the Handicrafts Register are permitted to participate at ProSweets Cologne. Such producers must exhibit products that correspond to the focus of the event (see the List of Products). You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company. You can exhibit for the companies you represent as a trade representative, sales company, association and importer insofar as the goods exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits. Koelnmesse GmbH also requires that proof of the nature of the manufacturer's business or of the activities as the manufacturer's sales company or importer be submitted in appropriate form on demand. Decisions on company admissions, eligible products and the location of exhibitor stands will be made by Koelnmesse GmbH. In the event of a rejection, you will receive a separate letter. All exhibited products and services must correspond to the focus of the event. See the accompanying List of Products, Form 1.30. The products must be new ex-works. Products and services that do not correspond to the List of Products and used products may not be exhibited or offered.

2.2 Co-exhibitors

The participation of co-exhibitors and/or additionally represented companies at ProSweets Cologne 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 Item V of the General Section of the Conditions of Participation).

3 Participation fee and other costs

3.1 Participation fee

	early bird price until 15.04.2019*	regular price from 16.04.2019*
Terrace stand	202.00 EUR/m ²	229.00 EUR/m ²
Corner stand	215.00 EUR/m ²	241.00 EUR/m ²
Two corner stand	226.00 EUR/m ²	252.00 EUR/m ²
Island stand	228.00 EUR/m ²	257.00 EUR/m ²

*Date of receipt by Koelnmesse GmbH

The participation fee does not include the provision of stand partition walls or other special construction elements. The participation fee covers the temporary assignment of a stand area for the entire duration of the fair, including the stipulated build up and dismantling periods; a specific number of exhibitor and work passes — see Item 5.1; the use of all technical and service facilities in the trade fair halls; advice by Koelnmesse GmbH experts on organisation, advertising and public relations work for your participation; complimentary advertising materials for attracting customers to your firm; rooms for press conferences; and press contact services. For two-storey exhibition stands, the actual allotted area in the upper storey following the technical inspection is calculated at 50 % of the price per m² of floor area. The participation fee will be calculated according to the dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the assigned stand area do not provide grounds for a reduction in the participation fee.

3.2 AUMA fee

The Association of the German Trade Fair Industry (Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e. V. — AUMA) charges you a fee of Euro 0.60 per m² of stand area for representing your interests. Koelnmesse GmbH will calculate and collect the fees in the name of, and on the account of, AUMA. More detailed information is available at www.auma-messen.de.

3.3 Energy costs

Exhibitors will be charged a flat-rate energy fee of Euro 11.00 per m² of occupied stand area.

3.4 Down payment for services

Koelnmesse GmbH is entitled to collect an adequate down payment for the services provided at an event – e.g., electricity and water supplies, stand cleaning, 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 Euro 28.50 per m².

Following the event, a separate invoice will be drawn up for the services provided; the down payment will be credited to 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.

3.5 Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Section of the Conditions of Participation/Item 2.2 of these conditions), a co-exhibitor fee of Euro 400.00 per company will be charged. The price of the Marketing Package is not included in this fee (see Item VII). The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

3.6 Marketing services

Use of the marketing services described in Item 7.1 shall be obligatory and is subject to a charge (see Item 7.2, Special Participation Conditions).

3.7 VAT

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

3.8 Reimbursement of VAT

As a rule, Koelnmesse GmbH provides exhibitors (proprietors) with a uniform service – a so-called event service – in accordance with Art. 3a.4., Par. (2) of the German ordinance on the application of the VAT (UStAE). The place of performance for such services is the recipient's headquarters. Koelnmesse GmbH will therefore invoice foreign exhibitors (proprietors) according to the reverse charge accounting mechanism without charging any German VAT. If, in exceptional cases, services are not provided as uniform offerings in the sense described above and statutory VAT is charged, foreign exhibitors (proprietors) may receive a refund of the invoiced VAT, provided they fulfil the legal requirements. Further details are available on the Internet at: www.bzst.bund.de.

3.9 Costs in the event of non-participation

3.9.1 Prior to receipt of acceptance/stand space confirmation

If you withdraw your application to participate before you receive the acceptance/stand area confirmation, you will have to pay a fee of Euro 1,000.00.

3.9.2 After receipt of acceptance/stand space confirmation

You cannot normally withdraw from the contract after you have received the acceptance/stand space confirmation. 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. Provided the reserved stand area can be assigned to a third party, this compensation amounts to 25 % of the participation fee, however, to the minimum fee specified in Item 3.9.1.

3.9.2.1 If you have also ordered stand construction services from Koelnmesse GmbH, you may cancel the stand construction order only if you do so no later than six weeks before the build up period officially begins. The date on which Koelnmesse GmbH receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse GmbH is entitled to charge a flat-rate fee for the costs incurred. These costs amount to 30 % of the agreed fee in the event of a cancellation within 4–6 weeks prior to the start of build up, 50 % of the agreed fee in the event of a cancellation within 2–4 weeks prior to the start of build up, and 100 % of the agreed fee in the event of a cancellation at a later time or during the build up period. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

3.9.2.2 In a case where the stand construction has been ordered independently of the application of a stand area, the provisions of the corresponding order form of Koelnmesse GmbH, shall apply in the event of a cancellation of this order.

3.9.3 You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the amount charged.

4 Stand sizes and build up

4.1 Stand size

The minimum stand size is 9 m².

Please note that hall pillars and other fixed construction elements may be present in the assigned stand area. Minor deviations from the requested stand size do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation. Trade fair partition walls for separating the stand area are not automatically provided. If needed as stand build up elements, however, they can be ordered for a fee using form S.12. This fee does not include stand construction. Koelnmesse GmbH will erect partition walls only if this is necessary for safety reasons due to electrical or water installations.

4.2 Responsibility

Stand build up and design must adhere to all regulations that are valid in Germany (including the regulations of the "Sonderbauverordnung", 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 build up personnel and other persons working on their behalf to ensure that they adhere to the regulations.

The exhibitor is responsible for the structural safety of the stand also with regards to the flow of visitors and may be asked to provide proof thereof. This applies for the build up and dismantling periods as well as throughout the entire duration of the event.

4.3 Maximum stand height

The maximum permissible stand height is set at 4.50 m (incl. signage, transparencies and any other advertising promotional structures), insofar as this is permitted by the hall ceiling and any fixed structures that may be present. As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for onestorey stands that do not exceed the permitted 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 GmbH 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 general outlines, views and design cross sections with all measurements and - if necessary - a statistical calculation. Structures on the boundaries of the space allocated adjoining neighbouring exhibitors may be designed in a neutral way and not have advertising promotional material above 2.50 metres. The technical guidelines can be downloaded via the exhibition homepage or via www.koelnmesse-service-portal.com.

4.4 Notice of approval

Build up may not commence until the exhibitor has received a copy bearing notice of approval from Koelnmesse GmbH. 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 GmbH, the exhibitor is obliged to submit any additionally required information relating to the stand immediately. There is no obligation on the part of Koelnmesse GmbH to ensure the observance of other provisions. Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse GmbH can, for this reason, also refuse to issue the notice of approval. You have been informed of the fact that in exceptional cases — at your request and on your 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 GmbH concerning the stand must be responded to immediately. In case of imminent danger, Koelnmesse GmbH is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

4.5 Stand format

The following terms are used for the stand formats:

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

Deviations from the requested stand shape do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

4.6 Build up and design of the stands

The stand must be constructed to comply with the confirmed stand format. 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 area. Banners and company signs are not permitted to encroach into the aisles. Koelnmesse GmbH also offers a completely outfitted turn key-stand system. Orders can be placed at www.koelnmesse-service-portal.de.

5 Exhibitor and work passes

5.1 Receipt of the passes

Each exhibitor receives free of charge and valid for the period from the first day on which build up begins to the final day of dismantling:

- 3 exhibitor passes for a stand up to 20 m²
- 1 exhibitor pass for each further unit or part unit of 10 m² up to 100m²
- more than 100m² : 1 exhibitor pass for each further unit or part unit of 20 m²
- maximum upper limit: 150 exhibitor passes

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 the Koelnmesse GmbH exhibitor support for a fee. You will also receive free passes that allow your company's personnel access to the fair grounds during the build up 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 fair grounds during the event. These passes will also be sent together with the invoice for your stand rental fee. Noncompany stand designers require a special permit to undertake build up in the halls. All passes are for specific individuals and are non-transferable.

5.2 Exchange and return of passes

If stand personnel change during the event, you can exchange a used exhibitor pass (i.e. one bearing a name) one time and free of charge for a new pass. The passes are issued in the Service Center office. Exhibitor and work passes that were paid for but not used can be returned to Koelnmesse GmbH 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 severe violation of the Conditions of Participation, in accordance with Item VI of the General Section of the Conditions of Participation.

6 Rules on selling

In view of the specialist nature of the event, direct sales of exhibits or samples from the booths are not permitted. Furthermore, exhibits may not carry a price tag. This regulation does not apply to printed matter such as trade publications and specialist journals. Koelnmesse GmbH has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse GmbH also has the right to immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

7 Marketing services (Marketing Package)

7.1 Scope of obligatory marketing services

Koelnmesse issues official trade fair media to accompany the events it hosts. The components of these media are as follows:

- Entry in the alphabetical list of exhibitors in all available fair media
- 1 entry in the product group list and insertion of company logo in all available fair media
- Entry in the online catalogue with company name, address, stand location, website and e-mail address, and all product groups you indicated in form 1.30
- Entry and activation for ProSweets Cologne Matchmaking365
- Activation for the ProSweets Cologne online Schedule Planner (online catalogue)
- Entry in the Online Route Planner (online catalogue)
- Entry and image in the Mobile Catalogue, the app, with company name, address, stand location, website and e-mail address and all of the product

groups you indicated in form 1.30

7.2 Costs for the obligatory marketing services (Marketing Package)

Use of the marketing services listed under Item 7.1 is mandatory for all represented companies, co-exhibitors and other represented companies and costs Euro 379.00. Our official contractual partners will provide you with all order information and documents for the marketing services offered. Please note that your company's participation requires Koelnmesse's approval. Therefore, this approval is also a prerequisite for any offers or order confirmations.

The first product group entry plus logo is included in the marketing package. Any other additional product group entry is optional and costs plus logo Euro 160.00 (up to 5 lines à 40 strokes).

If an exhibitor still has not submitted an order to the official contractual partners by the editorial and advertising deadline, the exhibitor's particulars shall be added to the official fair media, subject to charge, on the basis of the information provided on the respective registration form 1.10, 1.20, 1.21 or 1.12, 1.13. Where possible, registrations and orders received later will also be included in the official fair media. If Koelnmesse GmbH receives orders and registrations later than the editorial and advertising deadline, Koelnmesse shall accept no guarantee for provision of any marketing services. In such cases, there shall be no claims recognised, regardless of their nature, but particularly claims for reductions in cost for inclusion in the official media, or claims for damages.

7.3 Responsibility/release of Koelnmesse GmbH from liability

Official fair media are published by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany, which in turn shall be entitled to commission another company with concrete execution and with advertisements.

The advertiser shall be responsible for the content of advertisements and entries, and for any damages resulting therefrom. Koelnmesse GmbH does not accept responsibility for printing errors, incorrect placement, errors and omissions or faulty printing.

8 Commercial property rights

8.1 Koelnmesse GmbH 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 GmbH's events has violated laws of the kind mentioned in paragraph 1, Koelnmesse GmbH 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.

8.2 You will find more detailed information in the No Copy! brochure.

9 Non-permissible advertising/violations of the Conditions of Participation

In order to ensure that the overall character of the event is safeguarded and the exhibitors and visitors are protected from irritating or illegal activities, in particular the following advertising measures are forbidden:

- Exceeding the binding specified booth height
- Advertising activities outside the rented stand area without the prior written permission of Koelnmesse GmbH
- Advertising of an ideological or political nature

The exhibitor bears responsibility for the legality of competitions, raffles etc. In the event of severe violations of the Conditions of Participation, Koelnmesse GmbH may immediately close your stand and clear it without resorting to legal assistance. Claims of all kinds — especially claims for damages — are excluded in this case.

10 Requirement for a written document

All explanations must be specified in writing.

11 Severability clause

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract 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. Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

12 General Section of the Conditions of Participation, Technical Guidelines

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