

Conditions of Participation Special Section



ProSweets Cologne
The international supplier fair for the
sweets and snacks industry
28. - 31.01.2024

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 at the Cologne Exhibition Centre from Sunday, 28.01.2024 to Wednesday, 31.01.2024.

1.2 Opening times

For exhibitors: sunday-tuesday from 8:00 a.m. to 7:00 p.m.
 wednesday from 8:00 to 5:00 p.m.

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

1.3 Build up and dismantling

Build up:

Thursday, 25.01.2024, 8:00 a.m. to

Saturday, 27.01.2024 8:00 p.m.

Build up must be completed by no later than 8:00 p.m. on Saturday, 27.01.2024. The aisles must be completely cleared by this time.

Dismantling:

Dismantling may not begin earlier than 4:00 p.m. on 31.01.2024.

Start of dismantling:

Wednesday, 31.01.2024, as of 4:00 p.m. consistently until

Thursday, 01.02.2024, midnight

Friday, 02.02.2024 07:00 a.m. - 6:00 p.m.

Saturday, 03.02.2024, 07:00 a.m. - 6:00 p.m.

From 01.02.2024 midnight until 02.02.2024 07:00 a.m. dismantling is not possible!

End of dismantling period: Saturday 03.02.2024, 6:00 p.m.

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

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

The dismantling times are compulsory and must be adhered to. Depending on the hall in question, all stands and exhibits must be completely dismantled at the above-mentioned time. Moreover, all of the stand construction materials and other objects must have been completely removed from the halls and the outdoor area by these deadlines. Koelnmesse will remove and destroy all materials and objects that remain in the halls or the outdoor area after these deadlines and do so at the respective exhibitor's risk and expense. Koelnmesse will only store such objects in exceptional cases, provided the items left at the exhibition centre are obviously valuable. Koelnmesse's further claims remain unaffected. Claims of whatever kind against Koelnmesse, and in particular claims for damages, are excluded in such cases.

The exhibitor is liable to Koelnmesse for any damages arising as a result of failure to observe these provisions. Should claims be made against Koelnmesse as a result of failure to observe these provisions the exhibitor exempts Koelnmesse from all such claims.

Koelnmesse is entitled to demand payment of a security in the amount of EUR 5,000.00 to be refunded after the correct and timely return of the area; there is no entitlement to payment of interest. This security is to guarantee claims arising from the contractual relationship, in particular regarding the timely clearing of the stand area.

Furthermore, late clearing of the stand area is a serious violation of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to EUR 2,500.00 (depending on the severity of the violation) for each such violation and / or to exclude the exhibitor from subsequent events.

1.4 Visitor admission

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

2 Eligibility to participate

2.1 Exhibitors

Only producers 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 Products List). 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 sales representative, sales company, association or 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 may also require that proof of the nature of the manufacturer's business or of the activities as the manufacturers' sales company or importer be submitted in an appropriate form on demand.

Decisions on company acceptance, eligible products and the location of exhibitor stands will be made by Koelnmesse. 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. The products must be new ex works. Products and services that do not correspond to the Products List and used products may not be exhibited or offered.

2.2 Co-exhibitors

The participation of co-exhibitors at ProSweets Cologne is possible. A special application and acceptance by the organizer 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).

A co-exhibitor must meet the following conditions to use a stand area: The application for co-exhibitors form has to be effected by the main exhibitor and must be received by Koelnmesse by **28.11.2023** at the latest.

Enabling a co-exhibitor to participate on the stand area without first obtaining the approval of Koelnmesse is a serious violation of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to EUR 5,000.00 (depending on the severity of the violation) for each such violation and / or to exclude the exhibitor from subsequent events. The stipulations of Item V of the General Section of the Conditions of Participation are not affected.

3 Participation fee and other costs

3.1 Participation fee

| | early bird price until 30.06.2023* | regular price from 01.07.2023* |
|------------------|---|---|
| Terrace stand | 237.00 EUR/m ² | 260.00 EUR/m ² |
| Corner stand | 253.00 EUR/m ² | 274.00 EUR/m ² |
| Two corner stand | 265.00 EUR/m ² | 287.00 EUR/m ² |
| Island stand | 267.00 EUR/m ² | 292.00 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 **EUR 20.50 per m²** of occupied stand area.

3.4 Down payment for services

Koelnmesse shall be entitled to charge a reasonable down payment for the services used for the event in question – e.g. electrical and water connections, stand cleaning, etc. The down payment for services shall be assessed on the basis of the services charged for the previous event. The down payment for exhibitors who have not participated in the previous event shall total Euro 28.50 per m² – plus the costs for the obligatory media services (Marketing Package); see Item 7.2, Special Participation Conditions.

Once the event has ended, a separate final invoice for services will be issued; the down payment will be applied towards this amount. The invoice shall fall due for payment immediately following receipt. If the amount of the down payment should exceed the fees actually incurred for services, the amount by which the down payment exceeds actual charges shall be refunded to the exhibitor. The exhibitor shall have no claim to payment of interest on the 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 EUR 400.00** per company will be charged. The price of inclusion in the Marketing Package is not included in this fee (see Item 7.2, Special Participation Conditions). The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

3.6 Media services

Use of the media 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.

3.7.1 Value added tax identification number

As a rule, Koelnmesse provides exhibitors (proprietors) with a uniform service — a so-called event service — pursuant to Section 3a.4. Par. (2) of the German ordinance on the application of VAT (UStAE). The place of performance for such services is the recipient's headquarters. Koelnmesse will therefore invoice foreign exhibitors (proprietors) according to the reverse charge accounting mechanism without charging any German VAT. Exhibitors from the European Union need to enter their valid VAT identification number in the registration form in order to be considered proprietors. Exhibitors must immediately notify Koelnmesse in writing of any changes to their VAT identification numbers.

3.7.2 VAT refund

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 information is available at www.bzst.bund.de

3.8 Costs in the event of non-participation

3.8.1 Prior to receipt of acceptance/confirmation

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

3.8.2 After receipt of acceptance/confirmation

Normally, such a withdrawal from the contract after receipt of the acceptance/confirmation is not permitted. The regulation contained in Item II of the General Section of the Conditions of Participation applies.

In the event of your non-participation, you must pay compensation. Provided the reserved stand area can be rented to a third party, this compensation amounts to 25% of the participation fee subject, however, to the minimum fee specified in Item 3.8.1.

3.8.2.1 Stand construction carried out by Koelnmesse — complete stands

If you have ordered the provision of a complete stand — stand area and stand construction — from Koelnmesse, you may cancel the stand construction order only if you do so no later than six weeks before the stand construction period officially begins. The date on which Koelnmesse receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse is entitled to charge a flat-rate fee for the costs incurred, without providing evidence. These costs amount to 30% of the agreed fee in the event of a cancellation within 4–6 weeks prior to the start of construction, 50% of the agreed fee in the event of a cancellation within 2–4 weeks prior to the start of construction, and 100% of the agreed fee in the event of a cancellation at a later time or during the construction of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

3.8.2.2 Stand construction carried out by Koelnmesse — individual stands and turnkey system stands

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.

3.8.3 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 12m².

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 in Koelnmesse Service-shop. 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 construction, design and operation must comply with all the regulations that are valid in Germany (including the special construction regulation, the industrial safety law and regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the employers' liability insurance associations in their currently valid versions). All of these provisions apply to the company's own as well as to independent stand designers, decorators, and signwriters and to all persons insofar as they perform activities commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction, design, operation and dismantling of the stand.

The exhibitor is responsible for ensuring that all regulations are complied with.

The exhibitor must supervise construction and dismantling personnel and other persons working on its behalf, in order to ensure that they adhere to the regulations.

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

4.3 Maximum stand height

The **maximum permissible superstructure height is set at 4.50 m** (incl. signage, transparencies and any other advertising promotional structures), insofar as the height of the hall ceiling and any fixed of the hall ceiling and any fixed installations that may be present permit this. In the case of single-storey stand structures that do not exceed the permissible superstructure height, it is not necessary to submit drawings for approval if the technical guidelines are observed in the design and construction of the stand design and construction of the stand.

All other stand structures constructions are subject to approval, in particular if the stand is to be used for special superstructures or meeting cabins are provided or static calculations are required.

The application for approval shall be based on the plans for the trade fair stand must be submitted to Koelnmesse in good time, but at least 6 weeks before the start of construction, via our **digital platform Delegatis**. An individual access link to the questionnaire will be sent to each exhibitor by Koelnmesse. If you are acting on behalf of an exhibitor, please contact your client to obtain the access link.

These verifiable documents consist of floor plans, views and structural section with all dimensions and - if required - a static calculation; as well as corresponding certificates.

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 also offers a completely outfitted turnkey stand system. Orders can be placed using the stand construction configurator: <https://koelnmesse.mystand-configurator.de/>.

5 Exhibitor and construction passes

5.1 Exhibitor passes

Each exhibitor will receive codes for free exhibitor passes digitally, valid for the period from the first day on which build up begins to the last 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 codes for the passes are provided to the customer in digital form and must be redeemed online via the event's ticket shop. The passes and travel tickets can only be used via the app of the respective event. The registration in the app must use the same data as used at the ticket shop. Additionally required exhibitor passes can be ordered online via the ProSweets Cologne website - **as of November 2023** - against payment.

5.2 Construction passes

You will also receive codes for free passes that allow people commissioned by you or who work on your behalf to access the exhibition centre in order to construct or dismantle your stand together with the codes for the exhibitor passes. The construction 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. The codes have to be redeemed personally into a valid ticket in the ticket shop after registration.

5.3 Transfer of passes not permitted

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 Media services (Marketing Package)

7.1 Scope of obligatory media services

Koelnmesse issues official trade fair media to accompany this event.

The components of these media for main exhibitor, group organiser and group participant are as follows:

- Entry in the alphabetical list of exhibitors in the fair catalogue in visitor guide format, the app and online exhibitor search
- Ten product group entries in the fair catalogue (in visitor guide format)
- Unlimited number of product group entries in the app and online exhibitor search
- Unlimited number of trademark entries basic in the app and online exhibitor search
- Display of the logo in the alphabetical list of exhibitors in the app and online exhibitor search
- One product entry premium in the app and online exhibitor list incl. product photo and product description

- Set-up and provision of an online press compartment incl. a company profile, a company logo, three press releases (English, German) with five images each and two PDF documents each
- Integrated leadtracking
- Networking participation incl. scheduling tool

The components of these media for co-exhibitor are as follows:

- Entry in the alphabetical list of exhibitors in the catalogue (in visitor guide format) in the app and online exhibitor search
- Ten product group entries in the fair catalogue (in visitor guide format)
- Unlimited number of product group entries in the app and online exhibitor search
- Networking participation incl. scheduling tool

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:

EUR 1,165.00 per main exhibitor, group organiser and group participant

Euro 350.00 per co-exhibitor and other represented companies.

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.

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.

Where possible, registrations and orders received later will also be included in the official fair media. If Koelnmesse 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 Special data protection provisions for lead tracking

Trade fair visitors can voluntarily register. Other terms may apply, particularly when visitors can only purchase certain types of tickets by registering. Koelnmesse GmbH forwards the personal data from registered visitors to third parties only if the visitors first agree to have their data used in this way.

Neither the exhibitor, nor Koelnmesse GmbH nor any other third party can require visitors to take part in lead tracking in the event app and so to pass on their personal data. The exhibitor is obliged to delete the personal data that it has received as a result of lead tracking in individual cases if it is requested to do so by Koelnmesse GmbH or the visitor in question. Koelnmesse GmbH is not liable for the accuracy and completeness of the visitor registration data.

The exhibitor may only forward the personal data received as a result of lead tracking to third parties if and to the extent that the exhibitor has received express consent from the respective visitor. The exhibitor undertakes to use the personal data received as a result of lead tracking only in accordance with the legal regulations, especially those relating to data protection, and only for the exhibitor's own purposes. In this respect, the exhibitor shall exempt Koelnmesse GmbH from all claims by third parties.

Existing BSafe regulations still apply.

7.4 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.

Advertisers are responsible for the content of their advertisements and entries and are liable for any damages related thereto. With regard to Koelnmesse's liability, the regulations on liability contained in the general section of the Conditions of Participation apply.

Koelnmesse GmbH is not liable for damage to property and persons caused by the use of the event app for the lead tracking service unless it can be proved that Koelnmesse GmbH acted deliberately or with gross negligence. Liability is limited to foreseeable damages. Participants use the event app for the lead tracking service at their own risk.

Although Koelnmesse GmbH strives to provide correct information, it does not guarantee the currentness, accuracy and completeness of the supplied information nor is it liable for such. Koelnmesse does not bear any responsibility for the service's technological availability. Warranty or damage claims of all kinds are excluded if the technology breaks down or malfunctions in some other way. Maintenance, security and capacity-related issues as well as events over which Koelnmesse has no control (e.g. disturbances of the public communication networks, power outages, etc.) can lead to brief disruptions or a temporary suspension of the services. Koelnmesse GmbH does not guarantee that the web pages will be accessible at all times and that participants can call them up flawlessly and without encountering incorrect content or technical difficulties. Koelnmesse GmbH is not liable for incorrect information that is produced or disseminated by participants and/or third parties (including cooperation partners) and that is related to the ordering of admission tickets and catalogues for trade fairs and exhibitions of the Koelnmesse Group on the Internet.

Koelnmesse GmbH is especially not liable for e-mails or data entries that the system fails to accept and/or receive because they do not conform to the stipulations of these Conditions of Participation or to the website's technical requirements. Koelnmesse GmbH is not liable for the offers made by third parties, especially not if they related to the use of the lead tracking service. Koelnmesse does not guarantee that all links and references to external content that are found during the use of the lead tracking service are correct or complete.

8 Commercial property rights

8.1 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.

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

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

9.1 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.

9.2 In the event of severe violations of the Conditions of Participation,

Koelnmesse may immediately close your stand and clear it without resorting to legal assistance. Claims of all kinds — especially claims for damages — are excluded in these cases.

9.3 Dismantling the trade fair stand and / or the exhibits before the official end of the event represents a serious breach of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to €5,000.00 (depending on the severity of the violation) for each such violation and / or to exclude the exhibitor from subsequent events.

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.