

General Terms and Conditions for Events Attended in Person and Virtual Events

Preamble

The German National Tourist Board (GNTB) is the marketing organisation for Germany as a travel destination and its objective is to enhance the positive image of Destination Germany and increase the volume of tourist traffic to Germany. In order to fulfil this objective, the GNTB maintains a presence in major international source markets around the world with 25 regional offices divided into six regional management organisations. The GNTB also runs online campaigns.

1. Scope

These Terms and Conditions apply to participation in trade fairs and workshops organised by the GNTB, including those offered in a digital format.

2. Registration

(1) Conditions of eligibility: Companies and organisations that are able to demonstrate an interest in travel by international visitors to and within Germany are eligible to participate. Applicants are not automatically entitled to participate.

(2) Event registration: Participants must register in accordance with procedures specified by the GNTB and registration is binding. The prices stated on the forms apply.

(3) Acceptance of the Terms and Conditions: By signing/sending the booking form or completing the online registration form, the supplier/event participant acknowledges and accepts these Terms and Conditions.

3. Formation of contract

(1) Confirmation of participation: Suppliers/event participants whose registration request has been accepted will receive confirmation from the GNTB in text form (as defined in section 126b of the German Civil Code (BGB)).

(2) Restricted number of exhibitors, minimum number of participants: The number of participants may be restricted where there are objective reasons for such restriction, especially where capacity is limited. The GNTB may cancel an event, at no cost to the GNTB, if the required minimum number of participants is not reached.

4. Payment

Participation requires timely registration and payment of the participation fee. The stated prices are net and exclusive of value added tax.

Payment is generally due upon registration, as soon as an invoice has been received. The supplier/event participant will be notified of any other payment terms when they receive the invoice. In the event of delayed payment, interest may be applied at 5 per cent above the base rate. The GNTB reserves the right to refuse entry to the event or to charge an additional late registration fee if participants do not register in time or have not paid the participation fee.

5. Liability, insurance

If the GNTB provides exhibition stand construction services, including in virtual form, strict liability for pre-existing defects in respect of the rented property (guarantee liability) is excluded. However, the GNTB shall be liable without limitation for wilful intent, gross negligence and the culpable breach of essential contract terms. It is recommended that exhibition insurance is taken out to protect against risk of loss.

6. Non-participation by the exhibitor, cancellation by the GNTB

(1) Non-participation or cancellation by the supplier: Notice of cancellation by the supplier must be given in writing. If the supplier cancels, the full participation fee will be payable as fixed-sum compensation.

(2) Cancellation by the GNTB: The GNTB is entitled to cancel if:

- full payment of the participation fee is not received by the specified date and the supplier/event participant does not pay the fee in full even after the expiry of an additional period, or
- the supplier/event participant fails to comply with the house rules and continues the non-compliant behaviour even after being requested to desist, or
- the registered supplier/event participant no longer satisfies the eligibility criteria for participation or the GNTB subsequently becomes aware of circumstances that would have justified a refusal to admit the supplier/event participant, had the GNTB known of them in advance. This applies in particular in the event of the participant's insolvency or the institution of insolvency proceedings. The participant must inform the GNTB without undue delay if such an event occurs.

(3) Exercise of the right of cancellation does not prejudice any claims to compensation.

7. Force majeure

(1) Cancellation of the event: If the GNTB is unable to stage the event for reasons for which the supplier/event participant is not responsible, the GNTB's claim to the stand rental fee and the participation fee lapses. The GNTB is entitled to invoice the supplier/event participant in the amount of the costs incurred – on a pro rata basis where appropriate – for any services already commissioned. In this eventuality, the GNTB shall provide the supplier/event participant with a breakdown of the costs.

(2) Staging of a postponed event: If the GNTB is able to stage the event at a later date, it will inform the supplier/event participant of this without undue delay.

If the suppliers/event participants do not wish to participate in the event on the new date, they have one week from receiving this notification within which to inform the GNTB. Art. 7.1 then applies.

(3) Commenced event: If an event that has already begun has to be curtailed or discontinued due to force majeure, the supplier/participant is not entitled to any refund or waiver of the stand rental fee or participation fee. The same applies if the event cannot be staged on the scale originally planned due to force majeure.

(4) Availability of the virtual event: The participant in a virtual event acknowledges it is not technically possible to guarantee 100 per cent availability of the platform. The GNTB will however endeavour to maintain platform availability to the greatest extent possible. Short-term disruptions or temporary unavailability of the services on the platform may be caused in particular by maintenance, security and capacity issues, events outside the control of the organiser (such as disruptions to public communication networks, power failures etc.), or hardware and software failures, including, but not limited to, problems with the user's software, hardware and IT infrastructure. The user has no general entitlement to availability of the digital platform at virtual events that are free of charge.

8. Use of data relating to suppliers/event participants

The supplier/event participant agrees that personal data provided at the time of registration may be made publicly accessible in connection with the event. The data will be used to enable the event to be staged as contractually agreed, which may include an entry in the digital or physical list of exhibitors. A declaration of consent to the collection of transaction data during the event and its subsequent processing, and the sharing of this data, will be requested separately during the registration process.

9. Stand allocation, virtual content

(1) Principle: Stands are allocated by the GNTB in accordance with the subject matter and structure of the event and the available space. Any stated stand preferences will be taken into account where possible.

(2) Set-up and removal times: The GNTB will notify the supplier/event participant of the set-up and removal times for the event.

(3) Stand design: Workshop and exhibition stands will be constructed by a company engaged by the GNTB. The supplier/event participant may alter basic stand elements only by agreement with the GNTB.

(4) Adjacent stands: When the event begins, the location of adjacent stands may differ from that stated at the time of registration. Such changes do not give rise to any entitlement to damages.

(5) Exchange, transfer to a third party:

The supplier/event participant is not permitted to exchange the allocated stand or digital space or to transfer all or parts of it to a third party. Such exchange or transfer requires an agreement with the GNTB.

(6) Design and specification of the virtual event's content: If the supplier/event participant uses its own graphics, logos or other content for a virtual exhibition, it may design these itself or have them designed by its own agency. They require approval from the GNTB.

One month after the end of the virtual event, the GNTB will irrevocably delete the content with the exception of the entry in the exhibitor list, which will remain available until the next event, and selected live content that will remain accessible.

The GNTB may integrate a chat function into the virtual event; this will require the supplier to set up a user account with a chat service selected by the GNTB and inform the GNTB of the ID details required to link to the chat account.

10. Legal requirements relating to the virtual content of the supplier/event participant

The supplier/event participant gives an assurance that the virtual content it has provided and the linked page(s) do not violate applicable law or impair or infringe third-party rights of any kind. The GNTB is entitled to remove unlawful content from the digital platform without prior notice.

The supplier/event participant will check the virtual event content without undue delay after every amendment by the GNTB to ensure that it is presented correctly and will report any errors within three working days in text form (e.g. by email). After the end of this period, the virtual content will be deemed to have been accepted.

11. Advertising

Advertising is permitted only within the stand rented or virtual presentation booked by the supplier/event participant and is permitted only for the company itself and the products manufactured or sold by it. The distribution of third-party advertising materials is not permitted and requires separate authorisation.

12. Authorisation requirement

Loudspeaker advertising, the playing of music or the screening of videos requires a written agreement with the GNTB. This also applies to the use of other devices or equipment that achieve greater advertising impact through optical or acoustic means. The supplier/event participant is liable for any necessary registration or fees charged by third parties. Advertising for unrelated purposes, e.g. by political parties, is not permitted.

13. Audio and video recordings

The GNTB is entitled to have photographs taken and sketches, films and video recordings made of event activities and of exhibition structures, stands and exhibits, and to use these for promotional purposes and press communications, without having to seek additional permission.

If events are held virtually, this also applies to the recording and storage of the sessions concerned. Participants will be advised that a session is being recorded before recording begins.

14. House rules, environmental protection

The house rules of the event organiser and/or operator of the venue apply at all venues for the entire duration of the event.

The exhibitor is obliged to follow environmentally friendly practices. After the event has ended, any remaining advertising materials must be removed at the exhibitor's expense.

15. Granting of rights

The supplier/event participant grants the GNTB a simple, non-exclusive, non-transferable worldwide right to use the virtual content provided. Such right expires one month after the end of the event and is limited in terms of content to the purpose of the contract.

The aforementioned granting of rights also includes the right to store, copy, publish, digitise and edit the event contents, so far as this is necessary for the performance of the contract.

16. Concluding provisions

Amendments and additions must be made in writing. Should one or more provisions of these Terms and Conditions be or become legally ineffective wholly or in part, or should a provision be missing, this does not affect the validity of the remaining provisions. The relevant statutory provisions will replace the ineffective or missing provisions.