

# Conditions of Participation

## 1 Organizer

The 21<sup>st</sup> VENUS International Fair is organized by:

**Venus Berlin GmbH**  
**Internationale Fachmesse**  
**Stieffring 14**  
**D-13627 Berlin**

on the Berlin Exhibition Grounds.

## 2 Dates

Duration of the event:  
October 12-15, 2017

Opening hours:

October 12 (Thur): 11 am - 8 pm  
October 13 (Fri): 11 am - 10 pm  
October 14 (Sat): 11 am - 10 pm  
October 15 (Sun): 11 am - 7 pm

Opening hours of the separate B2B-area

October 12 (Thur): 11 am - 7 pm  
October 13 (Fri): 11 am - 7 pm  
October 14 (Sat): 11 am - 3 pm

For exhibitors: (subject to alteration)

Access: 1 hour prior to the show and 1 hour after the show.

## Venus

Start of stand erection (see also section 8) and end of dismantling (see also section 22):

Start of stand erection:

October 10, 2017: 8 am non-stop

End of stand erection: October 11, 2017: 10 pm

Start of dismantling: October 15, 2017: 7 pm

(Cars and trucks from 8 pm onward)

End of dismantling: October 16, 2017: 12 pm

Subject to minor alterations – please remember to check any later information!

## 3 Eligibility to participate, Admission

The fair is open for participation to manufacturers, publishers, wholesalers, retailers, importers, exporters as well as artists and designers (the product index which is part of the Conditions of Participation, provides information on the products admitted to the fair). The Fair Management decides on admission; admission can be refused without stating reasons and without allowing claims for compensation. There is no right to admission. In the event of admission, a written confirmation is issued. This confirmation of admission only applies to the exhibitors and registered exhibits named in it. A full or even partial transfer to others of the confirmed rights and duties is not permitted. Special agreements are only valid if they are confirmed in writing by the Fair Management. Space allocation and the calculation of stand sizes is performed by the Fair Management in accordance with criteria determined by the topic of the fair and spaces available, whereby special requests are taken into account where possible. The date of receipt of the official registration has no influence in this respect.

### The exchanging of space without the consent of the Fair Management is not permitted.

Every exhibitor is obliged to inform himself on the position, exact dimensions as well as any fixtures etc. of the stand assigned to him. Should the Fair Management wish to make any changes in the area of already allocated stand spaces (e.g. structural changes, installation of wiring, plumbing, etc.), then it shall inform the exhibitor affected thereby in writing in good time. It may be necessary to relocate the space for compelling, material reasons. In this event, a space which is as close to equivalent as possible will be allocated. Where several companies jointly rent a stand, they are jointly and severally liable and are to nominate a common exhibition representative in the registration.

## 4 Special conditions

Hard pornography within the meaning of Section 184 Para. 3 of the StGB (Strafgesetzbuch - Penal Code) may not be exhibited. Similarly not permitted are the distribution, exhibiting, attaching, presentation or otherwise making accessible or supplying, carrying in stock, offering, announcement or promotion of pornographic texts, sound or picture media, illustrations and other representations which have as their subject violence, the sexual abuse of children or sexual acts of people with animals. In the event of contravention, the criminal investigation department of the police will be informed and the offence reported.

As regards the performance of simulated sex acts it must be ensured that the genitals of the respective performers are clothed. Outside the stand, the exhibitor is responsible for ensuring that persons under contract to him/her are clothed in such a way that their genitals are not visible.

Illustrations of sexual limits, e.g. "NS" and "Caviar", may not be exhibited towards the public areas.

Non-compliance with the above entitles the Organiser to close the stand concerned and claim damages.

## 5 Registration

The registration can only be undertaken on the form "**Stand Registration**" whose detailed completion by typewriter is requested. The sending or handing out of the registration form does not establish a right to subsequent admission to the fair. Closing date is August 15, 2017. Registrations received after the **closing date** can only be considered in accordance with spaces still available. **The registration is binding.** In the event of withdrawal after the closing date for registration, the person registering is to pay the amounts named in section 7. For the purposes of automatic processing of the registration, the details are stored and if necessary passed on to third parties for the purposes of completing the contract.

## 6 Charges for participation

As stand rental per square metre of hall area (rounded up to full m<sup>2</sup> and EURO), the following **stand charges** apply:

### Venus

Business-Area	175,00 EUR/sqm
Exhibition-Area	175,00 EUR/sqm
Show-Area	135,00 EUR/sqm
Fetish-Area	135,00 EUR/sqm

### Additional Prices

Corner stand plus 15% charge, booking starting from 8m<sup>2</sup>

Head stand plus 25% charge, booking starting from 36m<sup>2</sup>

Block stand plus 35% charge, booking starting from 64m<sup>2</sup>

Basic and Comfort boxes have their own calculation.

The statutory value added tax will be added to all prices. 50% of the total amount including all known service charges is due on acceptance of the application for participation, and the remaining 50 % are payable by sixty days before the start of the fair. Venus Berlin GmbH reserves the right to cancel the stand registration if the down payment of 50% will not be booked on the account mentioned on the invoice within 14 days after date of invoice

**Additional costs** for registration after August 15, 2017 until September 15, 2017 are 10% of the stand fee, for registration after September 15, 2017 up to the beginning of the fair 20% of the stand fee. All the above prices are net and neither include the flat-rate energy charge nor statutory Value Added Tax.

## 7 Changes, withdrawals, exclusions

Unforeseen events for which the Organiser is not responsible give it the right to:

- cancel the fair; in this case, no stand rental is charged,
- to change the date of the fair; exhibitors who for compelling reasons cannot take advantage of the new date are given the right to withdraw within one week of notification of the change of date,
- to shorten the duration of the fair; the concluded contract continues, a reduction of the stand rental does not arise.
- should the already commenced fair be called off as a result of an act of God, then the Fair Management is not obliged to refund rental payments or parts of these.

If an exhibitor withdraws from the contract without submitting a legal reason for withdrawal or does not participate in the event, then the following regulation shall apply: even if it



proves possible to rent the stand elsewhere, the Fair Management shall be entitled to claim from the original tenant as follows: **100% of the rental price in the event of cancellation 4-0 weeks before exhibition commencement, 75% in the event of cancellation 8-4 weeks before exhibition commencement and otherwise 50%.**

Section 8 of the General Standard Terms and Conditions for trade fairs and exhibitions applies accordingly. Costs already occasioned by the exhibitor shall be reimbursed to the Fair Management.

The Fair Management has the right

- a) to revoke the granted admission if the conditions for their granting were wholly or partially not met at the time of application or later cease to be met,
- b) to exclude from the fair without notice companies which exhibit objects other than those stated in the product index, in particular hard pornography within the meaning of Section 184 Para. 3 StGB (German Penal Code). The right to the full stand rental continues.
- c) to demand at any time that objects be removed which are forbidden under Section 184 Para. 3 StGB (German Penal Code) or are demonstrated to be unsuitable – in particular representing a danger or annoyance to exhibitors or exhibition visitors as well as unsuitable for positive media reporting.

If this demand is not met, the object or objects will then be removed at the cost of the exhibitor. Claims by the exhibitor concerned for compensation are excluded in all cases.

## 8 Stand erection and furnishing

The times for stand erection are specified in section 2 in the above. The taking up and completion of stands must be concluded by no later than 10 pm on the day before the fair's opening. All packaging materials must be removed by 6 pm on the same day and will otherwise be removed by the Fair Management at the cost of the exhibitor.

Exhibitors who have not taken up their stand by 10 am on the day the fair's opening lose their right to the stand. The Fair Management may dispose of this space elsewhere; the defaulting renter remains liable for the rent.

No stand may be cleared away before the end of the fair. During the fair, exhibits may neither be concealed nor removed without the consent of the Fair Management. The demarcation of stand areas is undertaken by the Fair Management. Back walls and partitions 2.50 m in height without surface treatment are set up if requested and invoiced separately. The walls consist of a framework covered with hardboard, approximately 45 mm thick. They are used several times and can be wallpapered or painted. The removal of damage to walls, flooring, cables, etc. is the responsibility of the exhibitor. The erection of the stands is left to the exhibiting companies. The exhibition stand must however conform to the appearance of the hall. Maximum height of stand constructions is 0.50 m less than the hall headroom. The exhibitor is obliged to draw a gap-free, stable, white wall with no advertising of any kind against the directly adjacent booth. Advertising aligned to directly adjacent booths must be at least 1.0 m away from the border of the neighboring stand. Exhibits are not subject to this regulation.

Closing the stand off from the public area is not permitted. Stands must ensure an open customer approach in their design and presentation of exhibits. The basic rules as specified in Paragraph 14 (see below) are to be followed in this respect so that end-consumers do not have access to merchandise which is price-marked for trade visitors. Proper partitioning of business and public zones of the stand is to be ensured to this end. The exhibitors are obliged to make sure of appropriate furnishing of their stand. Construction and furnishing of stands are subject to the written consent of the Fair Management; the Fair Management reserves the right to reject defective work or change or remove non-approved fittings and similar at the cost of the exhibitor. (Exhibitors are expressly referred to the technical guidelines in the Online Service Center (OSC) which is sent to exhibitors with the confirmation of admission).

Stand lighting and spotlighting may neither annoy the visitor nor detract from the adjacent stands. Exhibitors shall ensure sufficient illumination of their stands since the hall lighting itself will be turned off. Lights and lighting must be so far away from combustible materials so that the materials can not be ignited. Portable lights and lighting must be protected against falling with a special attachment from non-combustible materials. Exhibitors can on request be informed on companies which are able to perform all the necessary services (organisation, stand design, press and advertising, personnel recruitment, interpreting, etc.).

Curtains and decorations (so are also wall coverings, room dividers, displays, banners, flags and so on) shall be made of fire-resistant materials in scene areas up to 150 square meters. In scene areas over 150 square meters they must be made of non-combustible materials. Hangers and attachments shall be made of non-combustible materials. Items of equipment, such as furniture and lamps may be made of normal inflammable materials.

During the opening hours of the fair, a representative of the exhibitor must be present on the exhibition stand. During this time, the exhibits must be visibly exhibited.

We would like to point out that because of existing laws in Germany the police, duty and immigration office will repeatedly control the employees. Thereby the illegal activity shall be precluding.

A plan drawing of the exhibition stand in duplicate must be submitted to the Fair Management no later than **8 weeks before the fair's opening**. The proposed stand construction can only be undertaken after written approval of the submitted drawings.

## 9 Technical guidelines

Together with the stand confirmation, the exhibitors are sent the "Technical Guidelines" which explain the statutory building and fire regulations as well as the regulations of Messe Berlin. These guidelines form is a constituent part of the Conditions of Participation.

## 10 Installations

The Fair Management will take care of the general lighting of the halls. For the VENUS exhibition days, the regulation applies to § 8, after the halls are not illuminated. The installation of telephone, electricity, gas, water and other supplies for the individual space is undertaken and invoiced separately after being ordered directly through the Messe Berlin GmbH. Application forms with detailed conditions are sent to the exhibitor with the confirmation of admission. The electrical installations within the stands can also be undertaken by the exhibitor's in-house electricians. In this case, the installation must be checked by a licensed electrician. The Fair Management accepts no liability for loss and damage arising through faults in the electricity supply.

## 11 Security for stands, cleaning and waste disposal

**Security for stands.** The overall hall supervision, as long as it serves for exhibition purposes, is performed by the Fair Management two days before opening and one day after closing of the fair. Until the hall supervision begins, exhibitors are recommended with the utmost urgency to organise their stand supervision themselves. **It is recommended with the utmost urgency that exhibitors order their own stand security personnel.** The use of security personnel for supervising the stands during the night-time is only permissible with the prior written consent of the Fair Management (the ordering of stand security personnel using the order form in the Online Service Center is excluded from this).

**Cleaning.** The fine cleaning of the aisles is the responsibility of Fair Management. The fine cleaning of the exhibition stands is the responsibility of exhibitors themselves. Should an exhibitor wish to outsource the cleaning of a stand, this shall be done through the officially contracted company

Innotec Service GmbH, Lahnstr. 31, 12055 Berlin  
Tel.: +49-30-689757211, Fax: +49-30-6897572

**Waste disposal.** The exhibitor shall bear the cost of all waste disposal. This includes the punctual removal of waste matter arising from the construction and dismantling of the exhibition stand. Any waste remaining after the Fair will be disposed of at the exhibitor's expense. The exhibitor has a duty to environmental friendliness. The Online Service Center (OSC) contains the guidelines.

## 12 The showing of picture and sound presentations as well as live events

**All showings of picture and sound presentations as well as live events shall require the express permission of the Organiser.** Exhibitors shall ensure that all presentations effected on their stands are not contrary to the spirit and purpose of the fair in respect of achieving a positive public relations effect in the sense of section 4. **In the case of all such events it must be ensured that the audience can be accommodated on the stand area so as to avoid any detrimental effects on other exhibitors.** The sound volume of presentations during the fair must be such that adjacent exhibitors are not disturbed by them. Under no circumstances may it exceed 75 dB (A) at the boundary of the stand.

The loud-speakers have to be positioned during the performance, in such a way as to direct the front of the speakers towards the centre of ones own exhibition stand, and not in the direction of the surrounding stands.

Such shows may only be held at those times determined by the Organiser in order to ensure practical coordination with the shows of other exhibitors.

In the event that the stand is not large enough, the exhibitor may, subject to prior agreement with the Organiser, place such presentations on the show stage. The Organiser expressly reserves the right to issue such approval. The exhibitor shall not have any rights to placing at specific times. Written notification of shows and performances shall be submitted no later than 4 weeks before the fair's opening. To enable assessment, it is essential that appropriate documentation on the form and content of such shows and performances is submitted. Such documentation may be in the form of a video cassette or relevant picture material accompanied by production instructions. All material to be used for promotional purposes shall be submitted to the Organiser no later than 2 weeks before the fair's opening. No guarantee that such material may be used can otherwise be given.

### 13 GEMA/GÜFA fees (societies responsible for administering music performing rights and mechanical copyright)

The public presentation/reproduction of music protected by copyright by means of records, video disks, cassettes, audio tapes, video tapes or other sound or picture media as well as music presentations require the approval of GEMA and/or GÜFA. Applications are to be submitted to:

#### GEMA

Bezirksdirektion Berlin  
Keithstr.7  
D-10787 Berlin  
Phone: +49-30-212920, Fax: +49-30-21292795

#### GÜFA

Vautierstr.72  
D-40235 Düsseldorf  
Phone: +49-211-914190, Fax: +49-211-6798887

### 14 14. Sales – Advertising – Programme with costs

The acceptance of orders from retailers is subject to no restrictions or duties of any kind. Direct selling and delivery at the fair are also permitted with the prior agreement of the Organiser. In such cases, it is essential that price-marked goods are kept out of view of end-consumers. This shall be ensured by proper partitioning of public and business zones on the stand. It shall also be ensured that end-consumers are not given the opportunity to be present at sales discussions from which contractual and trade-internal details might emerge. Should this not be possible due to lack of space or other reasons, the use of the restricted area "Traders' Centre" is recommended, to which zone structural and organisational measures on the part of the Organiser ensure that end-consumers do not have access.

The staging of a programme with costs at ones exhibition stand of the respective exhibitor, requires prior written permission from the VENUS Berlin GmbH. The concrete planned programme and the prices to be charged to visitors will need to be handed in together with the approval application. There is no entitlement to an approval.

The distribution of advertising material on the stand is only permitted for the exhibitor's own company and only for the products exhibited by it. The undertaking of advertising for other companies is not permitted; in particular any advertising for customers of the producer is also forbidden. Putting up or distribution of printed advertising material or samples outside the rented stand as well as the inscribing of the hall walls is not permitted.

This also applies respectively to the distribution of drink cups or cans, gas-filled balloons or similar printed with advertising: company advertising within the grounds (excepting on the stand itself) and in the immediate neighbourhood of this is not permitted. Advertising put up in contravention of this will be removed by the Fair Management at the cost of the exhibitor.

Exhibitors are also liable for contravention by their co-exhibitors or companies additionally represented on the stand. The Fair Management also has the right to stop or remove announcements whose content in its view violates statutory regulations as well as advertising put up or carried out without authorisation without the exhibitor being given a hearing and without appeal to legal redress. The costs of this will be borne by the exhibitor at fault. The decision of the Fair Management is final. The outer inscription of the exhibition stand may consist only of the company name, company logo or company emblem of the producer.

No advertising, even for third parties, is permitted within a defined restricted area - the catchments area of the grounds owned by Messe Berlin.

### 15 Industrial property rights

The protection of copyrights on exhibits is the responsibility of the individual exhibitor. The Fair Management expects from the exhibitors that the industrial property rights of other exhibitors will be safeguarded. It reserves the right in the event of infringement to act within the bounds of the house rules and refuse admission for future events. This condition does not establish an obligation of the Fair Management to take action against infringement of protective rights. Liability claims against the Fair Management cannot under any circumstances be asserted.

### 16 16. Photography, filming and drawing

Photography, filming and drawing for commercial purposes is only permitted with the approval of the Fair Management.

Except for photographers admitted by the Fair Management and provided with a corresponding pass, only in-house photographers of the exhibiting company can obtain approval for stand photographs. Corresponding applications - also for work at night-time - are to be sent to the Fair Management by one week before the start of the exhibition at the latest. Photographers are only allowed to step onto adjacent stands with the agreement of the inhabitants. Press photographers with a corresponding pass require no special approval

from the Fair Management during exhibition opening hours. The Fair Management has the right to have produced photographs, drawings and film recordings of exhibition stands or exhibits and fair stands, and to use them for its publications. The exhibitor forgoes all objections arising from copyright.

### 17 Transport to and from the stand, clearing away

The exhibitor undertakes the transport of exhibits to and from the stand as well as clearing away at his own cost and risk. In the interests of the orderly handling of the work, the use of haulage companies is recommended. The Fair Management has the right to hold back and to use as security exhibits of the exhibitor which could serve to cover the outstanding costs if the outstanding amount is not settled within two weeks of the end of the fair. The proceeds will be credited against the outstanding amount. Please read the "Guidelines for transport to and from the grounds and entry by car into the grounds" contained in the Online Service Center. The following rule shall apply to vehicles with a parking permit: Lorries and trucks with a parking permit (up to 7,49 t = € 200; 7,5 t and more = € 307 plus V.A.T) may be driven onto the exhibition grounds during the entire erection and dismantling periods as well during the fair's daily opening hours. Cars with a parking permit (€ 67,23 plus V.A.T.) may be driven onto the exhibition grounds only during the fair's daily opening hours. Vehicles without parking permits shall be subject to the following rule: Lorries, trucks and cars without parking permits (cars with parking permits during the erection and dismantling periods!) may only be driven onto the exhibition grounds during the erection and dismantling periods on payment of a deposit of € 100,00 (with the gate keeper) and must leave the exhibition grounds no later than two hours (cars), three hours (trucks up to 7,49t) or five hours (trucks 7,5t and more) after their entry. During the daily opening hours, lorries, trucks and cars may only drive onto the exhibition grounds between 7-10 am and between 7-8 pm, resp. 10-11 pm subject to payment of a deposit of € 100,00. Deposits will not be returned by the gate keeper in the event that vehicles do not leave the exhibition grounds by the specified times.

### 18 Exhibitor passes, opening hours

The exhibitors and persons employed by them at the fair are entitled to free-of-charge exhibitor passes valid for the duration of the fair as follows: **1 free pass for every 6 m<sup>2</sup>**. Exhibitor passes required in addition can be obtained from Venus Berlin GmbH on payment of € 67,23 (plus statutory turnover tax). Exhibitor passes are valid only for the persons in whose name they are issued and are only valid in conjunction with an official pass provided with a passport photograph. In the event of misuse, the exhibitor pass will be confiscated and no replacement pass will be supplied. The exhibiting company in whose name the pass is issued is liable for any improper use by its employees. Exhibitor passes should be requested by the exhibiting company **in an order** from Venus Berlin GmbH. The official opening hours are mentioned above. Holders of exhibitor passes can pass through the gates 1 hour before the opening of the fair; the exhibitor and his staff must leave the stands one hour after the closing of the fair at the latest.

In the stand area, the conducting of dealer presentations, press conferences or similar events outside the official opening hours – i.e. after 7, 8 or 10 pm – is only permitted if the event has been notified to the Fair Management and received its written approval. Costs arising due to the security arrangements (e.g. stewards, etc.) are borne by the exhibitor.

### 19 Liability, insurance, accident protection

The Fair Management accepts no personal or property liability whatsoever in relation to the exhibitor and those commissioned by him or acting for him. This applies in particular to loss or damage to goods brought in by the exhibitors including the stand equipment, no matter whether it arises before, during or after the fair. The exhibitor is liable for harm to persons or damage to property caused by him, those commissioned by him or acting for him or through his exhibits. **Exhibitors are recommended with the utmost urgency to take out exhibition insurance.**

### 20 Assertion of claims

All arrangements affecting the fair require the written agreement or written confirmation of the Fair Management. Any claims are to be asserted with the Fair Management by four weeks after the close of the fair at the latest. Claims raised later will be regarded as unenforceable; the claim to the full stand rental remains unaffected.

### 21 Terms of payment

The due date for the stand rental is to be found on the stand rental invoice/confirmation of admission. **Please quote the invoice number and customer number.** If more space is later requested and allocated than registered, the additional amount is to be paid immediately on receipt of invoice.



The Fair Management has the right, but is not obliged, to dispose of the rented space elsewhere according to its own judgement if the stand rental is not received or is only partially received by the specified day of payment. The renter is liable in all cases for his rent even if, in order to fill the gap, another exhibitor is relocated to the free space or the stand is filled in another way and the rental price is not to be obtained from the new user. Even if it proves possible to re-rent the stand elsewhere, the Fair Management has the right to claim from the original renter as follows: 100% of the rental price in the event of cancellation 0-4 weeks before the fair's opening, 75% in the event of cancellation from 4-8 weeks before the fair's opening and 50% in other cases.

## 22 Stand dismantling

On the last day of the fair (October 15, 2017), it is not allowed to begin the stand dismantling before 7 pm. Venus Berlin GmbH reserves the right to charge a fee of 50 €/m<sup>2</sup> in case of premature dismantling. Any possible offense will be noted and may lead to exclusion of the exhibitor from all future events.

On expiry of the dismantling time, Venus Berlin GmbH has the right, at the cost of the exhibitor, to undertake or have undertaken the dismantling and transporting away and placing in store of exhibition goods. Venus Berlin GmbH accepts no liability for loss or damage to the exhibition goods – except in the event of intent or gross negligence. Venus Berlin GmbH is entitled to a right of lien for the costs arising. The liability of the exhibitor to Venus Berlin GmbH extends to handover of the well-swept stand at the specified time, no matter whether he or a third party has undertaken to perform dismantling.

## 23 Place of jurisdiction

The place of fulfilment and jurisdiction for all mutual obligations is Berlin.

## 24 Remarks

By completing the application, the renter, his employees or his agents accept the Conditions of Participation, the local police regulations and, in particular, fire regulations, trading and other statutory regulations as well as the regulations of Venus Berlin GmbH. The Fair Management exercises in the exhibition halls the house and site rules. In the event of contravention of the specified conditions and regulations, it has the right to declare exclusion from the fair without notice. If the renter or his agents do not obey the request of the Fair Management, it can, at the cost of the renter, have the stand cleared away by agents and, if necessary, the exhibition goods placed in store without accepting liability for the goods or damage to these. **These Conditions of Participation are supplemented by the following General Standard Terms and Conditions for fairs and exhibitions of Venus Berlin GmbH, which exhibitors are also to note and abide by. They are part of the contract.**