

General Terms and Conditions

Future of Festivals 2022

1. General

1.1 The General Terms and Conditions apply between the organizer of the Future of Festival trade fair and the exhibitors participating therein, including co-exhibitors.

The organizer of the Future of Festival trade fair is Future Of Festivals GmbH.

The inclusion of a co-exhibitor or additionally represented companies must be registered in writing by the exhibitor with Future Of Festivals GmbH.

1. Registration

2.1 Stand registration

2.1.1 Registration as an exhibitor can only be made using the form " Stand registration"; in writing, by post or by e-mail as a file attachment.

The stand application form must be read carefully, completed and signed in a legally binding manner. The submission of the stand application constitutes a contractual offer to Future Of Festivals GmbH.

2.1.2 Exclusion of co-exhibitors may neither be demanded nor promised.

2.2. Co-exhibitors

2.2.1.Co-exhibitors and additionally represented companies require a written and fully completed stand application.

2.3. Contents of the contract

2.3.1. Components of the contract are:

- Stand application documents
- General Terms and Conditions
- Technical Guideline

2.3.2 With the legally binding signature on the stand application, the exhibitor/co-exhibitor accepts the General Terms and Conditions and the Technical Guidelines as binding. Verbal subsidiary agreements require written confirmation by Future Of Festivals GmbH.

3 Conclusion of contract

- 3.1 The sending of the stand application does not entitle the exhibitor to participate as an exhibitor.
- 3.2 The contract shall be concluded by means of the order confirmation.
- 3.3 Future Of Festivals GmbH shall notify admission in writing or in electronic form.
- 3.4 Future Of Festivals GmbH may refuse individual exhibitors from participating in the Future of Festivals trade fair for justified reasons. Justified reason can be, for example, the unavailability of space.
- 3.5 All legal and official regulations, including all labor and trade regulations; environmental, accident prevention and fire protection regulations must be observed and complied with by the exhibitor.
- 3.6 Any complaints on the part of the exhibitor must be received in writing by Future Of Festivals GmbH within 5 working days.

4. Stand placement

- 4.1 The exhibitor may express his wish for a stand location in advance. Future Of Festivals GmbH will endeavor to comply with this request.
- 4.2 The placement of individual exhibitors may be subject to change, for example due to space restrictions or official requirements. Changes are to be discussed with the respective exhibitor.
- 4.3 Future Of Festivals GmbH is entitled to relocate or move the stand area in the event of official requirements that also affect the stand area of the exhibitor. A claim for damages is excluded.
- 4.4 The stand locations are numbered and will be communicated to the exhibitor in writing.
- 4.5 A change of stand location is not possible without the prior consent of Future Of Festivals GmbH. The exhibitor is not allowed to give his stand space to other exhibitors or third parties. An exception applies to registered co-exhibitors.

5. Payment deadlines, terms of payment, invoice

- 5.1 The costs for stand rental/participation in the Future of Festival trade fair can be found in the stand registration form.
- 5.2 The fees and remunerations stated in the stand registration form are net amounts and are subject to VAT at the statutory rate.
- 5.3 The amount will be invoiced to the exhibitor by Future Of Festivals GmbH.
- 5.4 The exhibitor may submit a complaint to Future Of Festivals GmbH up to 14 days after receipt of the invoice, provided this complaint is made in writing.
- 5.5 The invoice amount is to be paid in euros without deductions upon receipt of the invoice, quoting the invoice number. The date of payment shall be stated on the invoice.
- 5.6 If the money is not received on time after the invoice has been issued, a reminder will be sent. The reminder fee is 20,00€ net.

For the second reminder, a reminder fee of 50.00€ net and default interest of 8% p.a. above the prime rate will be charged (§ 247 and § 288 paragraph 2 BGB).

6. Non-participation and cancellation by the exhibitor

6.1 Cancellation by the exhibitor is only possible until receipt of the order confirmation. This must be sent to Future Of Festivals GmbH in writing.

6.2 If the exhibitor cancels participation in the Future of Festivals trade fair after receipt of the order confirmation, a lump-sum compensation fee must be paid to Future Of Festivals GmbH. The lump-sum compensation in % refers to the remuneration and fees that Future Of Festivals GmbH would have been entitled to if the contract had been executed:

- Less than 30 days before the first day of the fair: 100%.
- Four months to 31 days before the first day of the fair: 50%.

6.3 The exhibitor shall reimburse Future Of Festivals GmbH for any costs already incurred from orders placed.

6.4 The exhibitor may prove to Future Of Festivals GmbH that Future Of Festivals GmbH has not incurred any damage or that the damage is lower than the lump-sum compensation. If the damage is lower than the lump-sum compensation, the exhibitor must only pay the corresponding reduced compensation.

6.5 Future Of Festivals GmbH may then rent the stand space to another party.

7. Rescission, termination

7.1 Future Of Festivals GmbH is entitled to terminate the contract if there is a delay in payment despite two reminders.

7.2 A lump sum for damages in the amount of 10% is to be paid to Future Of Festivals GmbH. The lump-sum compensation refers to the remuneration and fees that Future Of Festivals GmbH would have been entitled to if the contract had been executed.

7.3 The exhibitor may prove to Future Of Festivals GmbH that Future Of Festivals GmbH has not suffered any damage or that the damage is lower than the lump-sum compensation.

8. Force majeure, change

8.1 Future Of Festivals GmbH may postpone or shorten the event for an important reason for which neither it nor the exhibitor is responsible.

8.2 In case of cancellation of the exhibition more than 43 days but not more than 60 days before the first day of the exhibition, the exhibitor will be charged 25% of the stand rent as a contribution to costs. Less than 43 days, 50% of the stand rent will be charged as a contribution to costs. In addition, any costs incurred at the Exhibitor's instigation must be paid by the Exhibitor.

8.3 If the trade fair is cancelled/closed due to force majeure, extreme weather conditions or official regulations, the stand rental and all costs to be borne by the exhibitor must be paid in full.

8.4 The exhibitor will be informed in writing and without delay by means of a change notice. The notification of change shall become part of the contract.

9 Liability, insurance

9.1 Future Of Festivals GmbH shall be liable for culpable breach of its essential contractual obligations in accordance with the statutory provisions.

9.2 In the event that Future Of Festivals GmbH is accused of neither gross negligence nor intentional conduct, Future Of Festivals GmbH shall only be liable for the typically occurring foreseeable damage.

9.3 Future Of Festivals GmbH shall be liable in all other cases if damage is caused by one of its legal representatives or by a senior vicarious agent acting with intent or gross negligence.

9.4 Future Of Festivals GmbH shall be liable for damages resulting from injury to body or health in accordance with the statutory provisions.

9.5 Claims for damages arising from breach of duty are excluded.

9.6 The exhibitor is recommended to take out exhibition insurance including transport to and from the exhibition.

9.7 The exhibitor is recommended to take out liability insurance for personal injury and property damage.

9.8 The exhibitor is liable for all damage caused by third parties, damage to buildings on the premises and in the halls and their equipment.

9.9 Future Of Festivals GmbH accepts no liability for damage to or loss of exhibited and brought-in goods/exhibit goods, advertising material, valuables and stand construction material. The exhibitor is recommended to take out appropriate insurance.

9.10. If damage occurs during the exhibition, Future Of Festivals GmbH must be notified immediately.

10. Direct and cash sales

10.1 Direct and cash sales are prohibited.

10.2 Tasting sessions must be coordinated with Future Of Festivals GmbH.

10.3 Exceptions to this rule are gastronomic suppliers who have registered their stands in advance.

10.4 The prices for the gastronomic food and/or beverages are to be clearly marked.

10.5 The supplier shall obtain any permits and shall bear the costs thereof.

11. Exhibitor passes, assembly and dismantling passes

11.1 Exhibitor passes

11.1.1 The exhibitor shall receive 2 exhibitor passes for his stand after full payment of the invoice.

11.1.2 These passes are only valid during the event and for 1 hour before and 1 hour after the event.

11.1.3 The passes are intended for stand personnel only. Passing them on to third parties is not permitted.

11.1.4 Misuse constitutes a breach of contract and will result in the badge being withdrawn without compensation. The same applies to co-exhibitors.

11.1.5 Additional exhibitor passes are available on request and for a fee.

11.2 Set-up and dismantling passes

11.2.1 During the assembly and dismantling periods, the relevant personnel will receive a separate assembly and dismantling pass.

11.2.2 This pass is only valid during the assembly and dismantling periods.

12. Guarding, hall inspection, cleaning

12.1 Hall inspection

12.1.1 During opening hours and before the start of the exhibition, Future Of Festivals GmbH or third parties commissioned by it shall inspect the halls on a regular basis.

12.1.2 In particular, compliance with fire protection regulations and keeping rescue and escape routes free will be checked.

12.2 Security

12.2.1 Future Of Festivals GmbH does not guarantee that each individual stand will be guarded; this is the responsibility of each exhibitor.

12.2.2 During the exhibition period, events may also take place outside the opening hours, e.g. exhibitor stand parties or the use of cleaning service providers.

12.2.3 Future Of Festivals GmbH shall not assume any liability during these times either.

12.2.4 The exhibitor may commission a security service to guard his stand.

12.2.5 Future Of Festivals GmbH must be informed of this immediately in writing and approval must be obtained.

12.2.6 Future Of Festivals GmbH recommends appropriate insurance.

12.3 Cleaning

12.3.1 Future Of Festivals GmbH shall ensure that the premises and entrances are cleaned.

12.3.2 The exhibitor is responsible for the cleanliness of his stand.

12.3.3 Any commissioning of a cleaning service requires the prior consent of Future Of Festivals GmbH.

13. Industrial property rights, official approval and legal regulations

13.1 The exhibitor undertakes to obtain, guarantee and comply with copyrights, industrial property rights and all statutory/official regulations and other official approvals or permits.

14. Stand walls, stand design, stand equipment, stand use

14.1 Each exhibitor must have a hygiene-compliant wall construction. This will be provided by Future Of Festivals GmbH for a fee.

14.1.1 No stand may be completely or partially cleared or dismantled before the end of the exhibition. Exhibitors who do not comply with this condition will lose their booking priority at the following Future of Festivals trade fair.

14.1.2 The stand areas and rental material rented from contractual companies must be returned to them in a proper condition.

14.1.3 If stands are not dismantled after the end of the dismantling period or if exhibition goods, including advertising material, decorations, etc., are not removed, the costs for disposal or storage at the exhibitor's expense will be charged to the respective exhibitor.

The risk of damage to or loss of goods/goods lies with the exhibitor.

14.1.4 The Exhibitor is liable for damage to stand equipment, walls, floor and grounds.

14.1.5 Any adhesive residue that is not removed or is difficult to remove will be charged to the Exhibitor.

14.2 All contracted companies must adhere to the Technical Guidelines and General Terms and Conditions of Future Of Festivals GmbH.

14.3 The exhibitor must ensure that the contracted exhibition construction companies or firms comply with the Technical Guidelines and General Terms and Conditions.

14.4 The Exhibitor undertakes to comply with the Technical Guidelines and the General Terms and Conditions without exception.

14.5 Future Of Festivals GmbH must be informed in writing if the exhibitor wishes to use the exhibition stand outside the opening hours, for example for stand parties.

14.6 During the opening hours of the fair the stand must be manned by competent personnel.

15. Photography, other image and sound recordings

15.1 Photography and/or other visual and sound recordings are permitted if the Future of Festival trade fair is positively advertised.

15.2 Future Of Festivals GmbH is entitled to have photographs and film recordings made of the trade fair events and the trade fair stands and to use them for press publications, marketing purposes or advertising measures without the exhibitor being able to raise objections to this.

15.3 If an exhibitor commissions a photographer, this must be communicated to Future Of Festivals GmbH in writing without delay. The costs for this shall be borne by the exhibitor.

16 Advertising by Future Of Festivals GmbH

16.1 Future Of Festivals GmbH may use the name and company logo of the exhibitor in connection with exhibitor and visitor advertising for the Future of Festivals trade fair in any form. For example: brochures, internet, advertisements, trade fair catalog/exhibitor catalog digital and in print version.

16.2 For this purpose, the exhibitor shall provide Future Of Festivals GmbH with a file containing the company logo in electronic form.

17. Advertising, stand activities by the exhibitor

17.1 Advertising

17.1.1 Advertising measures or the distribution of advertising materials outside the exhibition stand must be coordinated and registered in advance with Future Of Festivals GmbH.

17.2 Stand activities

17.2.1 If music is to be played on the stand, the exhibitor shall be obliged to obtain the appropriate permits and shall bear the costs thereof.

17.2.2 Sound systems at the stand must not exceed the legal requirements.

17.2.3 In the case of raffles, competitions and other activities on the stand, prior coordination with Future Of Festivals GmbH is required.

17.2.4 The exhibitor is obligated to obtain the appropriate official permits of any kind and shall bear the costs thereof.

18. Parking spaces

18.1 Parking spaces are only available to a limited extent.

18.2 There is no entitlement to a parking space.

19. Data protection

Please note our privacy policy.

20. Written

20.1 Subsidiary agreements, supplements, deviations from the content of the contract shall only become legally binding if they have been confirmed in writing by Future Of Festivals GmbH.

21 Place of performance and jurisdiction

21.1 The place of performance is Berlin.

21.2 If the defendant is a merchant or a legal entity under public law or if the defendant does not have a general place of jurisdiction in Germany, the place of jurisdiction shall be Berlin-Charlottenburg or the defendant's general place of jurisdiction, at the plaintiff's option.

22. Applicable Law

German law shall apply.