# Sponsorship Prospectus

Your guide to exhibition, sponsorship and advertising opportunities.



# BioSpine 4

### **BIOTECHNOLOGY FOR SPINAL SURGERY**

Opening a new world in spine care

April 24<sup>th</sup> / 25<sup>th</sup> / 26<sup>th</sup> 2013 Vienna

LEARN—EXCHANGE—DO www.biospine4.org





Dear BioSpine 4 Sponsors,

There has been considerable "hype" about the role of biologicals in spine and orthopedic surgery over the years—you may have heard statements like: "the future is biologics not metal"; the promise and the reality have been quite different.

BioSpine 4 is not about replacing current day practice with biologics, rather we want the meeting to discuss and outline how biologics can supplement today's surgical practice.

Several biological techniques have successfully emerged from the bench to the patient. Surgeons now routinely use bone graft substitutes, transfer mesenchymal stem cells, and stabilize vertebral fractures with bone cements.

BioSpine 4 will demonstrate how researchers and spine surgeons can utilize the power of biological materials to supplement spine surgery. The meeting will be based on 6 defined topics, each topic will have a description of a typical clinical problem. The research papers presented will be based on solutions to the clinical problem.

As the organizing committee we are inviting companies who have a commitment to biologicals in spine surgery to support and sponsor this unique event. We believe this novel format provides a real disruptive change in the way biologicals are normal presented at congresses.

Join us for BioSpine 4, and of course the best Apfelstrudel in the heart of lovely Vienna!



Midal ( Michael Ogon

Chairperson



Claudia Eder MD, PhD

Chairperson



Hansjörg Meisel MD, PhD

**Program Director** 



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# Important dates and facts

Sponsor package reservation date: Starts: 1st September 2012
Limited number of spaces First-come-first-serve

Sponsorship payment: 50% on reservation

Balance: 20th January 2013

Abstract submission: Starts: 1st September 2012

Deadline: 30th November 2012

Early registration for participants: 15 January 2013

Registration fees: Two day registration fee

€ 380

€ 180 (students and residents)

One day registration fee

€ 240

€ 100 (students and residents)



# Meeting at a glance

Theme Biotechnology in spinal surgery

Date Wednesday 24th April 2013\* 14.00-17.30

Thursday 25th April 2013 09.00-17.30 Friday 26th April 2013 08.30-13.00

City Vienna, Austria

Location Austria Trend Hotel Savoyen Vienna

Rennweg 16 Vienna, Austria

Meeting language English

Target group Spine surgeons, Orthopedic surgeons,

Neurosurgeons, Researchers, Medical

Device Companies.

Meeting description BioSpine 4 creates a vehicle for dialogue

and exchange. It will enable spine surgeons to see and understand how new research in the field of Biologics can have an immediate

impact on their clinical practice.

Meeting website www.biospine4.org

Meeting organizer MCI Deutschland GmbH

MCI – Berlin Office Markgrafenstraße 56

10117 Berlin

Tel.: +49 (0) 30 20 459 0 Fax: +49 (0) 30 20 459 50

Contact persons Vivien Lietze

Tel.: +49 20 45 936

Email: Vivien.Lietze@mci-group.com Email: biospine@mci-group.com







<sup>\*</sup> Science pre-workshop for researchers



Exhibitor's move-in & move-out schedule

Move-in Wednesday, April 24, 2013 before 12.00

Move-out Friday, April 26, 2013 after 14.00

Payment deadlines

A non-refundable 25% deposit is required immediately after receiving the receipt of the corresponding invoice. Full payment must be received by 12/31/2012.



Cancellation fee

- 10% of invoice amount – for cancellations up to 16 weeks prior to the exhibition / meeting

- 25% of invoice amount – for cancellations thereafter and up to 13 weeks prior to the exhibition / meeting

- 50% of invoice amount – for cancellation thereafter and up to 10 weeks prior to the exhibition / meeting

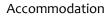
-100% of invoice amount - for cancellations thereafter.



Terms of payment

All booking requests will be accepted on a first-come-first-served basis. Booking will not be processed nor exhibition space guaranteed without the required 50% deposit at time of application.

All payments to be settled with MCI by credit card (Visa or MasterCard) or telegraphic transfer



A number of designated hotels have been selected by the Congress organization. Please visit the website at ww.biospine4.org for details and online booking.





## Why BioSpine?

**BioSpine** is dedicated to advancing the creation of new networks, dialogue, and value of biologic therapies in the treatment of the spine.

Surgeons seek solutions to problems; biologics offers solutions, however, it is often difficult to understand the science and importantly how to apply the science when researchers present their detailed data in a science based approach. BioSpine 4 aims to present cutting-edge research in a problem based learning approach, enabling researchers and scientists to act in concert opening a new world in spine care.

Eight years ago a group of surgeons led by Dr Hans Jörg Meisel decided to create **BioSpine**, as a <u>biennial</u> event to present innovation in biologics in a language that the surgeon can <u>understand</u>, <u>interpret</u>, <u>and apply</u> to his or her clinical practice!

The founding team created **BioSpine** as vehicle to enable surgeons and researchers who have a specific interest in **BIOTECHNOLOGY FOR SPINAL SURGERY**.

**BioSpine** was designed as a small, highly focused, and highly specialized congress dedicated to surgeons, researchers, and companies who are serious about advancing biologics.

The idea was to meet and discuss the controversies, the failures, but also the opportunities and possibilities to realize the dream of regenerating viable tissue instead of removing degenerative structures.

### Why now?

After each BioSpine meeting the Advisory Board reviews what could be improved for the next meeting.

While BioSpine 3 (Amsterdam, 2010) was genuinely regarded as a success, BioSpine 4 will present cutting-edge science in a solution oriented approach arranged around a clinical case.

The organizing committee of **BioSpine 4** have designed the event to focus on biological solutions to some of today's clinical problems.

Essentially the meeting will focus on surgeons who want to know more about how to supplement his or her current operative practices by applying viable BIOTECHNOLOGIES.

**BioSpine 4** aims to create a unique opportunity for surgeons, researchers, and medical device companies to openly interact in the language of the surgeon and their patients!



### What's new?

For this CME accredited event we are essentially trying a completely new structure and meeting format...

#### **Meeting aims**

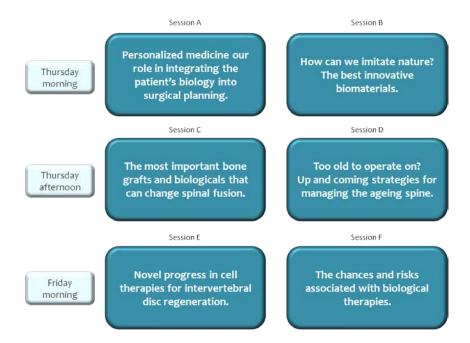
- Present examples of clinical problems and understand their biological solutions.
- Create an understandable vocabulary to aid exchange between spine surgeons and researchers.
- Change the meeting paradigm: ensure research is directly translated to solve clinical problems
- Show to spine surgeons and researchers the medical device manufacturers committed to biologics.

Spine surgeons need to know and understand more about biologics in spine applications.

Researchers need to present their information in a manner understandable and immediately useable by spine surgeons.

#### **Topic areas**

The approach to topics is totally new, however, we are confident this new approach will improve the whole experience for participants, faculty, and sponsors at **BioSpine 4**:



#### Relevancy

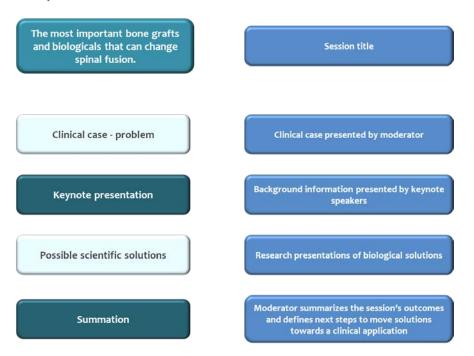
The organizing committee will ensure **BioSpine 4** remains relevant to clinical need by ensuring the "call for abstracts" clearly focuses on solutions for described clinical cases. The abstracts will therefore be targeted around real clinical cases.



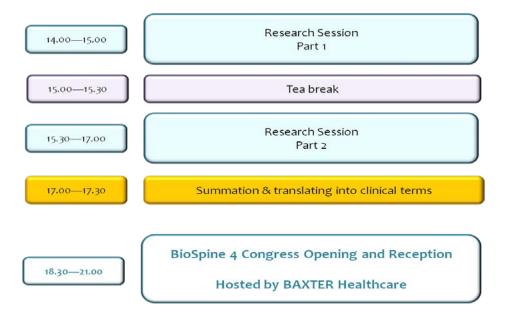
#### **Learner-orientation**

**BioSpine 4** will be "learner-oriented"; to cover all the topic areas we will be running sessions in parallel, allowing participants to pick and choose which session is of most interest, so they can focus on what they need. This also helps us to keep the sessions more intimate as we try to avoid the traditional "podium" approach of other congresses.

#### **Example: Session C**

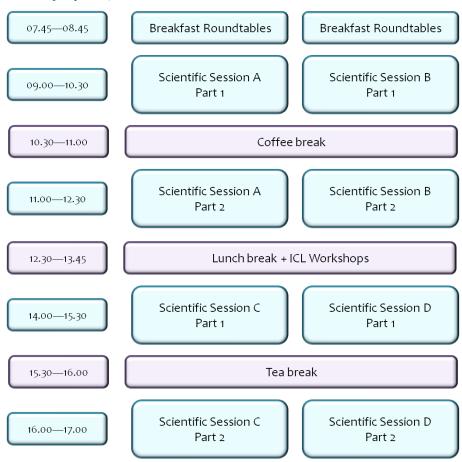


#### Wednesday April 24th





#### Thursday April 25th



### Friday April 26th

08.30—10.00	Scientific Session E Part 1	Scientific Session F Part 1
10.00—10.30	Coffee	break
10.30—12.00	Scientific Session E Part 2	Scientific Session F Part 2
12.00—13.00	Summation and Lea	arning Outcomes



### **World-class faculty**

To deliver these topic areas we have assembled Key Opinion Leaders who will be assigned responsibility to run their individual sessions —this is a first time for **BioSpine**, where the meeting will be run in such a surgeon-oriented fashion:

Title and Name	Brief facts	Country
Ufuk Aydinli MD, PhD	Orthopedics and Traumatology Spine Surgeon Uludag University Medical School in Bursa	Bursa, Turkey
Kenneth Cheung MD, PhD	Clinical Professor and Deputy Chief of Division Spine Surgery  Dept. of Orthopedics and Traumatology, The University of Hong Kong	Hong Kong, China
Paul Ferdinand Heini MD, PhD	Orthopedics and Traumatology Column Spine Surgeon FMH Orthopaedic Surgery and Traumatology, Sonnenhof Orthopaedic Centre	Bern, Switzerland
Michele S. Marcolongo PhD P.E.	Professor, Senior Associate Vice Provost for Translational Research Drexel University	Philadelphia, USA
Ivan Martin PhD	World Leader Expert of Tissue Engineering and Regenerative Medicine Cellec Biotek AG	Basel, Switzerland
H. Michael Mayer MD, PhD	Medical Director and Chairman Orthopaedic Hospital Munich-Harlaching	Munich, Germany
Björn P. Meij DVM, PhD	Associate Professor in Orthopaedics and Neurosurgery Dept. of Clinical Sciences of Companion Animals, Faculty of Veterinary Medicine, Utrecht University	Utrecht, The Netherlands



Title and Name	Brief facts	Country
Heinz Redl MD, PhD	Director and Management Board Member  Ludwig Boltzmann Institute for Experimental and Clinical Traumatology	Vienna, Austria
Daniel Riew MD, PhD	Professor of Orthopaedic Spine Surgery and Chief of Cervical Spine Surgery Department of Orthopedic Surgery, Washington University School of Medicine	Missouri, USA
Petr Suchomel MD, PhD	Member Advisory Board - Aesculap Academy and Chairman Neuro-Center Regional Hospital Neuro-Center Regional Hospital in Liberec	Liberec, Czech Republic
Peter Varga MD, PhD	President of the Hungarian Orthopedic and Spine Society and Director of Buda Health Center Buda Health Center, Budapest	Budapest, Hungary
Jeffrey Wang MD, PhD	Professor of Orthopaedics and Neurosurgery and Biomechanical Engineering, Executive Director UCLA Comprehensive Spine Center, Santa Monica	Santa Monica, USA
Hans Joachim Wilke MD, PhD	President of the Spine Society Europe and Professor of University of Ulm University of Ulm	Ulm, Germany



### Why be a sponsor?

Your company clearly has a serious commitment to BIOTECHNOLOGIES IN SPINAL SURGERY otherwise we apologize, we have sent this document to the wrong place.

Assuming you are the right person...

**BioSpine 4** aims to present sponsoring companies an opportunity to be involved first hand in the *one-on-one* discussion between surgeons and surgeons, as well as surgeons and researchers as to what is feasible in biologics to apply to their clinical practice TODAY.

- Access a whole network of surgeons and researchers who have an interest in biologic solutions.
- Enable your researchers to update their biologic knowledge in a surgeon-oriented environment.
- Listen to the problems faced by surgeons using biologics—problems means opportunities.
- Understand the language needed to address surgeon communities using or trialing biologics
- Importantly show attendees and viewers you are a serious and trusted player in BIOTECHOLOGY.

#### Still does not convince you? Let's try this:

- History shows between 180 to 250 participants will attend the different sessions at BioSpine 4.
- Given the new format we anticipate 80% of those attending to be surgeons.
- We know the attendees are clearly serious about new opportunities in biologics and have a need.
- We plan to web stream the event to 200 hospitals across the globe.
- We will offer remote registration, allowing hundreds of surgeons to watch the event from home.

Hopefully, you will agree, sponsoring BioSpine 4 means your company will be seen as serious player in the field of biologics and you will participate in discussing needs and solutions to today's problems. But there's more...

Participation in **BioSpine 4** starts at just €2'500 and we cap sponsors to a maximum €22'500. The anticipated reach will be 200 on site registrants and over 1'000 viewers of our live and recorded streamed materials.

Sponsors will therefore have an opportunity to present your products, ideas, and message to over 1'200 surgeons and scientists directly and via our web streaming.

#### To answer the question—why be a sponsor?

It's simple: if you want to target the right people and you want exceptional value for money!

LEARN—EXCHANGE—DO

<sup>&</sup>lt;sup>1</sup> All registrants will be able to watch the recorded highlights of the proceedings for 12 months post the event.



# Choose your package

BioSpine 4 will consist of 6 x 3 hour sessions—please see page 9.

BioSpine 4 is offering four great value packages and we uncover the exciting field of biologics.

Based on history and our exciting new event format we are aiming for >200 registered participants surgeons (80%) & researchers (20%) to attend, enjoy the live interaction, and networking at BioSpine 4.

Furthermore, we plan to release video recorded content streamed over our website to enable a wider audience exceeding 1'000 to view the **BioSpine 4** proceedings for 12 months after the event.

However, we take particular care of our sponsors, whose commitment to science make this all happen. Sponsors will be given special vouchers that they can personally issue to invite their customers or staff so they can participate "live"!





BioSpine 4 Packages	Mozart	Strauss	Schubert
Number of packages available	8	6	10
Registrant badges for all sessions	8	4	1
Exhibition space	12 m²	6 m <sup>2</sup>	-
Presented on BioSpine 4 website	Exclusive page	1 <sup>st</sup> on sponsor page	2 <sup>rd</sup> on sponsor page
Own microsite in BioSpine 4 website	YES	-	-
Presented in BioSpine 4 Scientific Program	Exclusive page	2 <sup>nd</sup> on sponsor page	3 <sup>rd</sup> on sponsor page
Full color advert in BioSpine 4 Scientific Program	2 x 1 page	1/2 page	1/4 page
Worldwide vouchers to access video streamed content	250	125	75
Presentation of company banner/products in video	600 mins	180 mins	90 mins
Breakfast workshop	YES	-	-
50" flat screen cycling name and biologic products	Every 5 min	Every 10 min	Every 15 min
Material in event bag	to be defined	to be defined	to be defined
The offer	€ 22'500	€ 9'000	€ 3'000

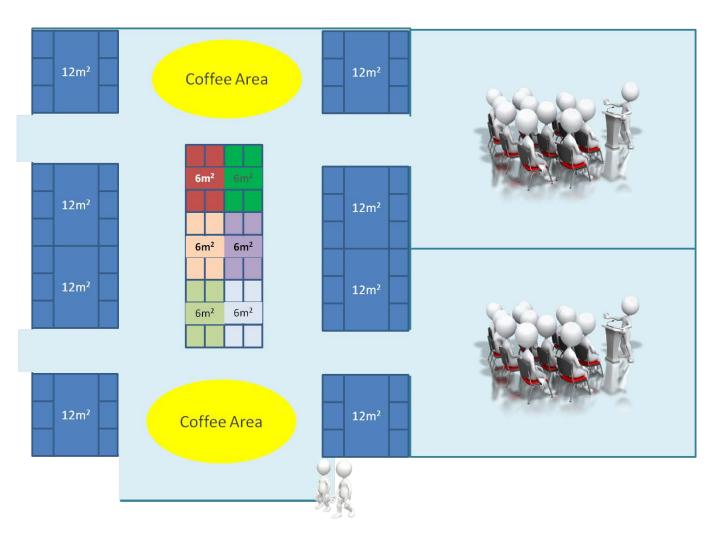
#### Example:

Companies can choose the Mozart package (sorry only 8 available—first come-first served); you will have the opportunity to demonstrate your commitment to the field of BIOTECHNOLOGY IN SPINAL SURGEY for over 18 hours onsite and a further 10 hours of videoed material.

We cater for the smaller companies too; you can choose our Schubert package, which will enable you to reach our expected audience for over 18 hours onsite and a further  $1^{1}/_{2}$  hours of streamed video.



### Floor plan



Subject to modifications



### Main sponsor packages—confirmation sheet

Please scan and send back to biospine@mci-group.com

We are booking the following main sponsor package:

Sponsorship	Price	Our choice ✓
Mozart Package	€ 22,500	
Strauss Jr. Package	€ 9,000	
Schubert Package	€ 3,000	
Breakfast Session (single)	€ 3,000	
Lunch Session (single)	€ 6,000	

All prices exclude Austrian VAT of currently 20%. A non-refundable 25% deposit is required immediately after receiving the receipt of the corresponding invoice. Full payment must be received by 12/31/2012.

We hereby accept the General Terms and Conditions.

Company name	
Company address	
Contact person	
email	
Telephone/mobile no.	
VAT no.	
City / date	
Legally binding signature and stamp	



Price

### Exhibition space—confirmation sheet

Booth

Please scan and send back to biospine@mci-group.com

Space

We are booking legally binding the exhibition space. The price will be: € 390.00 per m²:

Renting space	Min 6m <sup>2</sup>	>	κ€390	€
Type of booth stand	☐ In-line booth (1 Side o	pen)	Corner b	ooth (2 sides open)
	☐ Head booth (3 sides of	pen)	<b>2</b> Peninsul	a booth (4 sides open)
Stand construction				
☐ Booth construction	☐ Display-Wall	☐ Roll-up Sys	tem	☐ Others
	n VAT of currently 20%. A n t of the corresponding invo	•	-	-
We hereby accept the Ge	eneral Terms and Conditio	ns.		
Company name				
Company address				
Contact person				
email				
Telephone/mobile no.				
VAT no.				
City / date				
Legally binding signatu and stamp	re			



### Further advertisement possibilities—confirmation sheet

Please scan and send back to biospine@mci-group.com

We are booking the following advertisement possibility:

Sponsorship	Price	Our choice ✓
Pads and Pens (350)	€ 1,000	
Lanyards and Name Badges (350)	€ 1,500	
Congress Bag insert	€ 750	
Brochure Display (100)	€ 250	
Company Logo	€ 1,000	
Company Banner	€ 1,500	
E-Mailing	€ 1,000	

All prices exclude Austrian VAT of currently 20%. A non-refundable 25% deposit is required immediately after receiving the receipt of the corresponding invoice. Full payment must be received by 12/31/2012.

We hereby accept the General Terms and Conditions.

Company name	
Company address	
Contact person	
email	
Telephone/mobile no.	
VAT no.	
City / date	
Legally binding signature and stamp	



### Glossary

Item	Description
Pads and Pens (350)	Offer branded pads and pens to the participants — your pens will be put into each and every congress bag.
Lanyards and Name Badges (350)	Present your company logo on the lanyards used for the name badges—sponsoring the lanyards delivers subtle visibility during and even post show (all photos of people).
Congress Bag insert	Put your personalized product information, a flyer of your company, an invitation to your booth or lunch session or breakfast session into every congress bag.
Brochure Display (á 100)	Put your brochures (á 100) on the desk next to the registration counter—casual pick up.
Company Logo	Present your company logo as a banner on the congress website, which will be linked to your company website.
Company Banner	Present your company with a banner on the congress website, which will be linked to your company website.
E-Mailing	Inform the pre-registered participants via HTML Email for example where they will find you onsite, invite them to your booth, send them certain product information they can discuss with you onsite (email will be send ca. 3 weeks before the congress).

### **Specials**

Wednesday evening reception	Sponsored reception for all participants and faculty — drinks a hors d'oeuvres. Opportunity for sponsoring company to prese itself and biologic products.
Thursday evening reception	Sponsored reception for all participants and faculty — drinks and hors d'oeuvres. Opportunity for sponsoring company to present itself and biologic products.
Prizes	Your company may want to support different prizes for winning performers during <b>BioSpine 4</b> .
Educational Grant	<b>BioSpine 4</b> welcomes committed sponsors who are willing to provide an unconditional educational grant to support the BioSpine concept—we would be happy to discuss options for grant awards.
Meeting Room	Companies wanting to rent private meeting rooms within the BioSpine 4 conference area are welcome to do so—we can create customized offers upon request.

If interested in any of these exclusive options please contact MCI Deutschland GmbH to discuss details.



#### General Terms and Conditions for Exhibits and Industry Presentations

- o1. Registration / Contract
- 02. Exhibit Sharing
- o3. Delegation and Realisation
- 04. Exhibition Objects and Methods
- o5. Payment Conditions
- o6. Liability, Insurance, Security
- 07. Cancellation Clause
- o8. Acts-of-God / Reasons beyond control
- 09. Video clips and Soundtracks
- 10. Advertising
- 11. Organisational and General Notices

#### Registration / Contract

#### 1.1 Registration

Registration for an exhibit booth or other forms of Industrial presentations (i.e. Symposium, Workshop, Course etc.) requires the respective written format. The registration form must be completed diligently and duly signed to be legally valid and acceptable. The registration is an irrevocable and legally binding instrument, obligating the applicant from beginning to end of the exhibit.

#### 1.2 Supplementary or Exceptional Provisions

With the signature, the applicant accepts and recognises the General Terms and Conditions as well as any supplementary provisions and is obligated to commit any and all persons in his employ at the venue to abide by said terms.

#### 1.3 Confirmation of Participation / Invoicing

The written confirmation and subsequent invoicing by MCI Deutschland GmbH constitutes the sole document of acceptance and admittance to the exhibit and is issued exclusively to the applicant, under the specific terms stated herein.

#### 1.4 Contract

The contract becomes effective with the deliverance of the confirmation and subsequent invoice by MCI Deutschland GmbH to the respective applicant. Deviations and/or supplementary terms and provisions require the written confirmation by MCI Deutschland GmbH to become legally binding.

#### 1.5 Contract Components

Mandatory contract components are

- a) the Registration Form
- b) the General Terms and Conditions
- c) the Supplementary or Exceptional Provisions

In the event of discrepancies the above referenced provisions pertain.

#### 1.6 Limitations

MCI Deutschland GmbH reserves the right to refuse participation to a single applicant for reasons of practicality, for example if the available exhibition space proves insufficient or may limit participation to certain representative business groups deemed imperative to the achievement of the intended purpose of the exhibit.

The same provisions pertain to exhibition objects or forms of presentation, likewise for symposia, workshops and courses, determined in advance not to be directly related in context to the objective and purpose of the entire event. MCI Deutschland GmbH has the right to reject and refuse presentation material and/or methods, found unsuitable or undesirable to the event or to be harmful, disturbing or intolerable to the visitors of the exhibit, even after admittance, at the responsibility and cost of the exhibitor or

presenting agency, and may, if warranted, order the removal or temporary storage of unauthorized exponents or forms of presentation. In the afore mentioned eventualities, the affected parties forgo all rights to any type of claim against MCI Deutschland GmbH.

#### 2. Exhibit Sharing / Booth Sharing

For reasons of liability it is not possible for two or more companies to share the same booth. All responsible personnel representing a firm or business at the booth must be employed or commissioned by a single company.

### 3. Allocation of exhibition space and presentation locations

#### 3.1 Principal

Stand positions can not be chosen by the exhibitor. MCI Deutschland GmbH allocates space as well as presentation locations primarily by the date the application form was received, the subject and intent of the respective event and according to availability of exhibition space and locations. Special request will be given due consideration in line with these criteria, however, without guarantee for realisation.

#### 3.2 Changes in dimension or location

MCI Deutschland GmbH reserves the explicit right to change locations or dimensions of display space on short notice, even after initial confirmation, if necessary in order to achieve the event target. Neither restitution nor claims of any kind are applicable.

#### 3.3 Exchange, Subletting

The rights and responsibilities extended to a company by virtue of the confirmation and invoice documentation are absolutely non-transferable and do not permit, even in part, any kind of subletting, exchange and sharing of space or locations to third parties.

#### 3.4 Organisation - Exhibition

Realization of the booth design must not deviate in any way from the originally submitted and accepted plans and layouts. The respective minimum and maximum standards for booth construction are determined in the General Terms and conditions governing participation. Any deviations, however minimal are only permissible after prior consultation and written consent by MCI Deutschland GmbH. Booth construction must always be self-supporting and may not be attached to wall, pillars or floors.

#### 3.5 Organisation – Presentation location

(symposia, Workshop, Courses etc.)
The usage of allocated space and/or
presentation locations is only possible within
the framework and to the extent agreed upon
in advance with the organiser.

#### 3.6 Organisation in general

Only 100% soluble adhesives may be used to secure temporary flooring / carpeting to pillars, walls and ledges, which are part of the allocated display area or conference rooms used as such. The attachment of advertising materials, posters and any kind of directional signs, as well as gluing, painting, and wallpapering of building parts, ceilings, walls, pillars, floors or other integral parts of the display area is strictly forbidden. Built-ins and/or changes to existing conditions, furnishings or inventory warrant the explicit advanced written consent of MCI Deutschland GmbH.

Any cost arising from such changes and the reversing of same after the event are the responsibility of the exhibitor.

Reconstruction and renovation works of any kind may only be initiated on order of MCI Deutschland GmbH and its subagents. Fire alarms, sprinkler systems, hydrants, electrical distributors, telephone jacks and hook-ups, emergency lighting, entrances and emergency exits must be left unobstructed and accessible. They may not be removed, obstructed, covered up or taken down.

The use of open fire and light, i.e. kerosene, heating oil, natural gas etc. for cooking, heating and fuelling purposes, the use of heating rods, as well as the hook-up of portable heaters and cooking units which are not equipped with thermal overheating protection is strictly forbidden. The use of bottled gas usually warrants a special permit. The guidelines of the main ordinance (Hauptverband der gewerblichen Berufsgenossenschaften e.V.) for bottled gas usage and the Central Administration for accident prevention are the governing bodies for directives on this issue. It is the exhibitor's own responsibility to gather all respective approvals.

Any procedures deemed potentially dangerous require scrutiny and permission by the applicable agency and should be applied for in advance from the responsible rental agency for the exhibit location.

The usage of laser equipment generally warrants the advanced coordination and permission of MCI Deutschland GmbH. Additionally, a permit of the responsible county administration for the protection of worksites (Landesamt für Arbeitsschutz [Lafa]) and a site inspection by a licensed inspector must be secured at the exhibitors own cost.

Technical inventory and supplies at the exhibit venue may only be operated by authorized and qualified personnel. The exhibitor is held liable for all infractions and/or damages caused by himself, his employees as well as third parties employed by him as assistance and helpers at the venue.



Additional or supplementary provisions and services, changes and last-minute requests, not explicitly mentioned in the registration forms, always require the written consent of MCI Deutschland GmbH. It is the responsibility of the exhibitor to notify MCI Deutschland GmbH well in advance of any such changes or additions and the extent of possible works required and secure the necessary permits to effect these.

MCI Deutschland GmbH is not responsible for surveying deadlines or securing legal assistance of any kind.

### 4. Exponents-, Presentation materials 4.1 Removal, Exchange

The admissible exponents and/or presentation materials may only be removed from the exhibition site with mutual consent. An exchange may only be effected with the explicit permission by MCI Deutschland GmbH and only one hour before and one hour after the daily operating hours.

#### 4.2 Direct Sales

Any direct and onsite sales of goods is only permissible with prior written authorization. Once this permission has been granted, all exponents designated for sale must be clearly marked and priced. Exhibitors and presenting companies must adhere to the guidelines provided by the local commercial and health authorities and are responsible for the securing of eventual permits if warranted.

#### 4.3 Commercial Legal Coverage

Exhibitors and presenting agency are responsible for necessary legal protection and copyrights. A six-month protection / warranty for samples (usage- or taste samples) and product warranties from the beginning of an event is only necessary, if the Chief Justice has posted a respective notice in the National Legal Publication.

#### 5. Payment Requirements

#### 5.1 Payment Responsibility

The exhibitor or the presenting company is responsible for timely payment of all applied and approved services at the established tariffs to MCI Deutschland GmbH. This also pertains to services by third parties which have been advanced by MCI Deutschland GmbH within the contractual framework and on behalf of the exhibitor or presenting agency. All prices are net and require the addition of the applicable legal VAT.

#### TAX LAW REQUIREMENTS

According to German Tax Law, Germany is the place of taxation fulfilment for all meetings and exhibitions taking place in Germany. This implies that also foreign companies and agencies have to pay German VAT as indicated on our invoices. Foreign companies, based outside Germany, may easily apply for VAT refund with Meridian Vat Reclaim (www.meridianvat.com).

MCI Deutschland GmbH: Tax-ID Nr.: 7156003764, VAT ID.-Nr. DE 114406202

#### 5.2 Due Date - Maturity

Instalments or rest payments reflected on the application and confirmation / invoice, are due in full and without deduction on the applicable date, and payable either directly to MCI Deutschland GmbH or to a specific account installed by MCI Deutschland GmbH for this purpose, always reflecting the invoice number for cross-reference.

Any and all supplementary provisions and services, especially if granted on site, will be invoiced immediately after conclusion of the event, having been double checked for their validity and contents, and become due immediately without delay. In the event of delays or non-payment, MCI Deutschland GmbH is authorized to levy penalties, not exceeding 8% of the basic tariff charged by the European Central Bank , insofar that it is proven that the exhibitor or presenting agency is not an end user in the legal sense. The later calls for a penalty of 5% of the base tariff of the European Central Bank.

#### 5.3 Surrender, Set-Off

The surrender of claims is not admissible. The set-off of claims is only possible upon presentation of uncontested and legally founded counter claims.

#### 5.4 Appeals

Appeals can only be considered by MCI Deutschland GmbH, if submitted in writing within 14 days of the initial date of invoice.

#### 5.5 Lien

MCI Deutschland GmbH reserves the right, if warranted, to make use of the right to lien as security and sell the impounded goods or objects, and after giving due notice of its intention. Limited liability for impounded goods or objects is only accepted by MCI Deutschland GmbH in the event of intent or gross negligence.

### 6. Liability Insurance, Security 6.1 Liability of MCI Deutschland GmbH

MCI Deutschland GmbH has secured insurance coverage for personal- and object damage. The entire exhibition venue, including conference rooms, is secured and guarded day and night, however; this security measure excludes the surveillance of individual booth or exponents. The liability coverage for general night surveillance / lock-up carried by MCI Deutschland GmbH does not curtail coverage. MCI Deutschland GmbH is only liable for damages resulting from mal-intent or gross negligence. A separate fire protection watch will be furnished, if specified by local provisions.

Claims must be submitted to MCI Deutschland GmbH immediately. They become invalid if not recognized by MCI Deutschland GmbH or if not submitted within 6 months from the termination of the event. MCI Deutschland GmbH refuses liability for damages resulting from differentials in services rendered or reasons beyond their control, for example if the power supply could not be guaranteed by the local Public Utilities. MCI Deutschland GmbH can not be held responsible for natural disasters according to paragraph 8.

MCI Deutschland GmbH is not liable for loss, theft or damage to exponents or presentation objects and personal belongings imported during the event or damaged during transport. Follow-up damage claims for lost profits, replacements and such are unacceptable.

#### 6.2 Exhibitor Responsibilities

The rented display space and/or rooms are to be treated with care by the presenting agency (exhibitor) before, during and after the respective event. The same pertains to any objects and props rented by MCI Deutschland GmbH explicitly for the event. Exhibitors and/or presenting agencies are held liable for all damages to persons or objects, caused by the exhibitor, his/her employees and any third parties in his temporary employ, his/her vehicles or his/her visitors at the venue location, to the inventory of same or to loading ramps or designated parking areas. Display booth and presentation rooms are to be adequately staffed and guarded during the assembly phase, the exhibition itself and the disassembly period. Any additional or personal objects are to be safeguarded, as they are not covered under the effective insurance policy.

It is the duty of exhibitors to obtain additional insurance to safeguard for any eventualities like damage to persons, objects or theft. It is advisable to make use of the specialised services provided by the organiser for extra night watches for individual booths or exponents.

# 7. Contract Cancellation Clause 7.1 Cancellation by the exhibitor or presenting agency

Companies that have applied for exhibition space or presentation rooms and received confirmation for these from MCI Deutschland GmbH can not be released from the contract. If the applicant must insist on release and MCI Deutschland GmbH grants an exceptional release, the following cancellation fees will apply and are payable to MCI Deutschland GmbH without delay, to cover any damage arising from the cancellation:

- 10% of invoice amount for cancellations up to 16 weeks prior to the exhibition / meeting
- 25% of invoice amount for cancellations thereafter and up to 13 weeks prior to the exhibition / meeting
- 50% of invoice amount for cancellation thereafter and up to 10 weeks prior to the exhibition / meeting
- -100% of invoice amount for cancellations thereafter.

All cancellation fees will be invoiced plus VAT of currently 19%.

The obligation for payment exists, if the company registered for exhibition space or other forms of presentation, will not prove, that no damage or a damage less than the cancellation fees has been caused.

In case of cancellation of parts of the services registered for, cancellation fees as mentioned above will be invoiced for the cancelled services.



### 7.2 Cancellation by MCI Deutschland GmbH

MCI Deutschland GmbH has the right to cancel an applicant,

 a) if said applicant becomes delinquent in payment according to the contractual terms and conditions;

b) in case of No Show or disregard of the assembly specifications, if the assembly of the booth or stand does not occur within the contractually agreed timeframe, or if the display booth/stand is not occupied in time, i.e. at least two hours before the official opening of the event

c) if infractions against the house rules are noticed.

In case of grave infractions against the house rules by the exhibitor and/or presenting agency and if these are not remedied after repeated warnings.

d) Reasons resulting from the person or persons representing the exhibitor or presenting agency, if the prerequisites for granting admission / confirmation are not known to the person/persons representing the exhibitor or presenting agency or if MCI Deutschland GmbH becomes aware of reasons in retrospect, which would have precluded admission. This pertains in particular for the revelation of bankruptcy or insolvency by the exhibitor or presenting agency. The exhibitor or presenting agency is obligated to notify MCI Deutschland GmbH without hesitation of any occurrences of that nature. The confirmation and admission can be revoked without obligation in such cases and the display space and presentation modus may be disposed of in a different manner.

No restitution or reimbursements are applicable in the afore referenced cases. The exhibitor and/or presenting agency is held liable for any damages or losses incurred as a result of their cancellation, in accordance with para. 7.1, if the space or rooms can not be rented again. As security for eventual claims, including future claims, MCI Deutschland GmbH can make use of their right to demand a security deposit. MCI Deutschland GmbH can not be held liable for damage of retained goods or objects. The exhibitor or presenting agency is obligated to disclose any information in regard to ownership of the exponents at any time.

#### 8. Act of God / Force Majeure

It is mutually agreed that in the event of total or partial cancellation of the Congress due to fire, strike, natural disaster (either threatened or actual), government regulations or incidents not caused by MCI, which would prevent its scheduled opening or continuance, this agreement may be partially postponed or terminated as a whole. In this case, exhibitors and / or presenters are not entitled to reclaim refunds of a portion of the exhibit on no account.

Exhibitors are obliged to have civil liability insurance. This obligation also is mostly imposed by the venues. Therefore exhibitors must proof such insurance.

In the case of cancellation, a timely shift or changes in the duration of the event, the registration remains its validity.

However, in this case a cancellation is possible with prior written consent of MCI Germany GmbH. Where justified MCI Germany GmbH. Where justified MCI Germany GmbH, 25% of the amount of each exhibit and / or presentation will be due as a general measure of compensation for costs occurred, payable by the applicant to MCI Germany GmbH. The proof of the non-occurrence of loss damage or lower losses occurred, expressly remains within the responsibility of the applicant (e.g. alternative short-term let).

#### 9. Video clips and Soundtracks

Video or sound recordings of the display area, portions thereof or presentations are only permitted during regular operating hours of the exhibit and if it can be established that these will not present a hazard to visitors, with the consent of the exhibitor and/or presenting agency.

#### 10. Advertising

Exhibitors and/or presenting agencies are only allowed to advertise within the confines of their rented space. Non-participants or third parties are prohibited from advertising in the exhibit halls or presentation rooms, as well as the entrance or exit areas. Unsuitable solicitation or advertisement which does not conform to the framework of the event must be avoided! Company CI or logos in neon lights- or flashing lights is only accept-able with the prior written consent by MCI Deutschland GmbH. Optical, moveable and sound advertising materials are only tolerated if they do not constitute any aggravation to visitors, exhibitors and/or presenting agencies alike. Movie (celluloid film) presentations according to regulation (§123 VstättVo) are forbidden.

MCI Deuxschland GmbH is authorised to confiscate, prevent or remove any advertising means or materials, which are in violation to the afore mentioned stipulations, without the aid of legal instruments, prior warning and no responsibility for eventual damages. Any resulting cost becomes the responsibility of the exhibitor and/or presenting agency.

### 11. Organisational and General Notices 11.1 House Rights and the adherence to Safety

Regulations enforced by the police authorities The exclusive House Rights are held by the owner of the rented exhibition facilities and pertain to all locations. She is authorized to exercise control of the display areas and presentation methods as well as the enforcement of security measures and the adherence to rules and regulations, in the best interest of a successful event. Submission of a signed application commits the exhibitors and/or presenting agencies and their trustees to adherence of the afore referenced rules and regulations governing the event, as well as the strict adherence to all security measures and government regulations, the technical safety standards, enforced by the owner of the exhibition halls as well as MCI Deutschland GmbH.

It is strictly forbidden to overnight in campers parked within the confines of the exhibition grounds.

#### 11.2 Pets and animals

Pets or animals are not permitted at the venue.

**11.3 AKM Fees,** Künstlersozialversicherung (social security for artists)

The exhibitor and/or presenting company is solely responsible for payment of any artist salaries, social security and performance fees (AKM) for all services or presentations hired or ordered and releases MCI Deutschland GmbH from any responsibility against possible claims of third parties.

#### 11.4 Operating Hours / Schedule adherence

The exhibitor is responsible for the staffing and must insure the cleanliness of the rented display area during opening hours. The exhibitor is further responsible to assure adequate staffing of the presentation locations during the set-up and dismantling phases and to vacate these timely and in clean condition. All exhibitors and their employees and trustees are obligated to vacate the premises and remove all vehicles from the designated parking areas within 1 hr of closing time.

### 11.5 Dismantling phase / Termination of the event

After the official closing of the scheduled event, the exhibitor and/or presenting agency is responsible for the timely dismantling of the display area and within the contractually designated time frame.

On-going presentations or events are to be terminated and any presentation materials and props must be re-moved from the rooms within the designated time frame.

Rentals are to be returned before the deadline to the respective rental agency. If the dismantling of the display booth or the presentation materials as well as the imported objects by the exhibitor and/or presenting agency are not effected on schedule, MCI Deutschland GmbH is then authorized, after giving due notice, to order removal of any such objects at the cost and responsibility of the exhibitor and/or presenting agency. Should a presentation run overtime, MCI Deutschland GmbH has the right to close or halt the presentation in order to re-use the facilities and/or bill the presenting agency for the overtime.

#### 11.6 Forgotten or unclaimed materials

Exponents and/or presentation materials which remain unclaimed after the deadline specified in the special attachment to the General Terms and Conditions, will be removed or stored, whichever pertains to the particular nature of the goods, at the cost of the responsible company or agency. Transportation or storage cost for unclaimed or left behind materials are the responsibility of the exhibiting or presenting agency or business.

#### 11.7 Miscellaneous

MCI Deutschland GmbH reserves the right to effect any changes deemed necessary to insure the overall success of the event.

#### 11.8 Federal Data Protection and Privacy Act

The exhibitor or sponsor agrees that, for organisational purposes of the meeting, the data given in the application form may be used, processed and published (e.g. within the list / documentation of exhibitors and sponsors). All personal and private data of MCI Deutschland GmbH business partners are processed and saved under strict adherence to § 23-25 BDSG within the framework of the contractual objectives.

#### 11.9 Final Clause

Exclusive Court of Jurisdiction for all disputes arising out of the contract or these general conditions is the Court of Berlin, Germany.

