» Sponsorand Exhibitor Manual



# BioSpine 4

Vienna, 24<sup>th</sup>–26<sup>th</sup> of April 2013

LEARN, EXCHANGE, ACT

BioSpine 4

4th International Congress Biotechnologies for Spinal Surgery



# Why you should be there:

- personal contact to surgeons
- personal contact to world leading clinical researchers
- active participance in translational medicine
- take an active role in repair and replacement of bone and cartilage

We offer you the perfect communication platform to present your products a specific audience "live", because:

- It is one of the leading congresses in your specific area in Europe
- Many decision maker of your specific area will attend the congress and your competitors will use this possibility to present themselves.

Congress Homepage www.biospine4.org



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### **General Information**









**Theme** Biotechnologies for Spinal Surgery

**Expected Participants** 250

**Target Group** Spine Surgeons, Orthopedic Surgeons, Neuro Surgeons, Researchers

Congress Language English

Date 24th–26th of April 2013

Congress Homepage www.biospine4.org

Scientific Organisation/Host Verein zur Förderung der regenerativen Medizin e.V.

c/o BIO-NET LEIPZIG Technologietransfergesellschaft mbH

Deutscher Platz 5 a 04103 Leipzig Germany

Chairs M. Ogon, MD, PhD

C. Eder, MD, PhD

Co-Chair H. J. Meisel, MD, PhD

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Congress and Exhibtion Organisation MCI Deutschland GmbH

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**Registration of participants** E-Mail: biospine@mci-group.com

Important Dates 15th of January 2013 End for Early Registration Fee

31st of December 2013 End of Registration Symposia

# Invitation of the Society









There has been considerable "hype" about the role of biologicals in spine and orthopedic surgery over the reality of the promise and the pro Dear BioSpine 4 Sponsors Inere has been considerable "nype" 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

However, as you may know that several biological techniques have successfully emerged from the bench to the nation! Surgeons now implant hope graft substitutes transfer mesonshymal etam calls and stabilize However, as you may know that several biological techniques have successfully emerged from the bench to the patient. Surgeons now implant bone graft substitutes, transfer mesenchymal stem cells and stabilize to the patient. Surgeons now implant bone graft substitutes, transfer mesenchymal disc and growth factors for home vertebral fractures with home cements. Cell therapies for the intervertebral disc and growth home cements. to the patient. Surgeons now implant bone graft substitutes, transfer mesenchymal stem cells and stabilize vertebral fractures with bone cements. Cell therapies for the intervertebral disc and growth factors for bone vertebral fractures with bone cements. Cell therapies and multidisciplinary research is going on to improve the comparation and provided and provided investigation and multidisciplinary research is going on the improve have been quite different. vertebral tractures with bone cements. Cell therapies for the intervertebral disc and growth factors for being the control of the control of

biomaterials and regenerate musculoskeletal tissue in vitro. The BioSpine 4 congress will provide surgeons and researchers who are genuinely interested in utilizing the power of biological materials to supplement spine surgery the opportunity to uncover what's real and the power of biological materials to supplement spine surgery the opportunity to uncover what's real and

We will be asking leading surgeons to present how they are currently using biologicals and why they don't happening, what's about to happen, and what's not. we will be asking leading surgeons to present now they are currently using biologicals and why they don't use biologicals. While researchers with a pedigree of taking products from the "bench to bedside" will be because within the next five years underly producted as what will reclicitionly be becaused within the next five years.

use biologicals. Willie researchers with a pecugiee or taking products from the bench to updating participants on what will realistically be happening within the next five years. The organising committee therefore invite companies who are interested in natural repair and functional

The organising committee therefore invite companies who are interested in natural repair and functional implants, who want to stay modern and current, and who want to support surgeons in the use of biologicals to improve their spine surgery and thereby position themselves to win the minds of surgery and thereby position themselves to win the minds of surgery and thereby position themselves to win the minds of surgery and thereby position themselves to win the minds of surgery and thereby position themselves to win the minds of surgery and thereby position themselves to win the minds of surgery and thereby position themselves to win the minds of surgery and thereby position themselves to win the minds of surgery and thereby position themselves to win the minds of surgery and thereby position themselves to win the minds of surgery and thereby position themselves to win the minds of surgery and thereby position themselves to win the minds of surgery and thereby position themselves to win the minds of surgery and the minds of surgery implants, who want to stay modern and current, and who want to support surgeons in the use of bloodicated to improve their spine surgery and thereby position themselves to win the minds of surgeons who attend this live interesting pipering A current this live interesting pipering A current this live interactive BioSpine 4 event!

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

Michael Ogon MD, PhD

Chair

Chair

Hansjörg Meisel MD, PhD Co-Chair









# **Preliminary program – Overview**

### Thursday, 25 April 2013

### 1st MAIN TOPIC/PARALLEL SESSIONS

Too old to operate on? The five best strategies for the ageing spine Imitating nature: Innovative biomaterials and implants

Lunch

### 2nd MAIN TOPIC/PARALLEL SESSIONS

The most important bone grafts and biologicals: New approaches to spinal fusion What the patient should know: Chances and risks associated with biologic therapies

Friday, 26 April 2013

### 3rd MAIN TOPIC/PARALLEL SESSIONS

Recent cell therapies for intervertebral disc regeneration: Where are

we today?

Personalized medicine: Integrating patient's biology into surgical

planning

Summary



# **Sponsor Packages**

For BioSpine 4 we are offering three great value "space" packages, where you can present your products and ideas to interested customers. Having a physical space at the meeting truly demonstrates your commitment to supporting science and BioSpine 4 as we uncover the exciting field of Biologics.

Mozart Package € 25,000	Premier position of your 18m2 exhibition stand to promote products and engage participants		
	Exclusive breakfast workshop – invite attendees to your private discussion time (bitte mal schauen, ob man diesem Text auf das Angebot der Breakfastgeschichte übernehmen muss		
	6 full registrations to enter all scientific sessions – learn what's happening in biologics		
	Your name as "Mozart" sponsor in the most prominent position of BioSpine 4 website		
	Your name as "Mozart" sponsor with special "recognition" in the BioSpine 4 Scientific Program		
	Whole page "inside" advert in the BioSpine 4 Scientific Program		
Haydn Package € 12,000	Highly visible position of your 12m2 exhibition stand to capture interest of participants		
	4 full registrations to enter all scientific sessions – listen to who's pioneering in Biologics		
	Your name as "Haydn" sponsor in the most prominent position of BioSpine 4 website		
	Your name as "Haydn" sponsor with "note" in the BioSpine 4 Scientific Program		
	Quarter page "inside" advert in the BioSpine 4 Scientific Program		
Strauss Jr Package € 6,500	A 6m2 exhibition stand to display materials of interest to surgeon and research participants		
	2 full registrations to enter all scientific sessions – listen to who's pioneering in Biologics		
	Your name as "Strauss Jr" sponsor and acknowledgement on BioSpine 4 website		
	Your name as "Strauss Jr" sponsor in the BioSpine 4 Scientific Program		

Your own exhibition booth represents a cost effective way to attract participants to a one-on-one discussion to learn about your offerings and your Biologics strategy!



### **Breakfast Session**

The society offers you the possibility to support a Breakfast Session during the congress. The topic will be given by the society in cooperation with the sponsor. The sponsor will be named as supporter of the session and gets the opportunity to present an own medical product and clinical cases or experiences with their own product.

We suggest to provide some snacks at the Breakfast Session. The contact details for catering will be sent after the registration.

### **Breakfast Session**

Thursday 25 April 07:45–08:30am (2 sessions at the same time) Friday 26 April 07:45–08:30am (2 sessions at the same time)

Topic in General: Special clinical cases to be discussed (can be changed to a preferred title)

Price per Breakfast Session: € 10,000

Status: July 2012, changes may occur

### Support of the scientific program (Educational Grant)

Industry partner are invited to sponsor the scientific program. The content of the scientific sessions and keynote lectures will be defined by the scientific committee.

### Your sponsoring includes

- Naming on the congress homepage
- Naming in the main program
- Naming and labeling of the relevant room



# **Industrial Exhibition**

The exhibition is a part of the scientific congress and will be placed in the near oft the plenary hall.

Renting exhibition space € 390 per sqm	The industrial exhibition offers a perfect opportunity to present your products, getting in contact with the participants and to develop your network.  In this price are included:  Exhibition space of 6sqm  Company recognition on website and in final program  Please note that the setting of the different exhibition spaces will be done by MCI and is connected to your date of registration and the total business.
Exhibition hour	will be announced



# **Advertisement**

With an advertisement you promote your product/company on the most effective way. This is a cost-effective possibility to keep your company in mind of the participants, also after the congress.

Main program	The main program includes all relevant information of the congress, like the scientific sessions, the social events, the exhibition plan and general information.  It will be given to each participant onsite.	Inside 2nd or 3rd cover page 4th cover page	2,000 € 4,000 € 5,000 €
	Amount: 350 programs	Please send us a printable until December 2012 to biospine@mci-group.com.	PDF or EPS data



# **Further Sponsoring Possibilities**

### 1. Educational Grant

Available on request

Support the congress with an Educational Grant. The amount will be used for the scientific programme and travelling costs for the speakers. Depending on the amount we try to realize your wishes at the congress.

Please contact MCI for further information.

### 2. Pads and Pens

€ 1.000

In this sponsorship is the logo on the congress homepage included (no link to your website) Participants will find pens and notepads in their conference bags – branded with a sponsor logo. Pens and notepads have to be supplied by the sponsor.

**Amount: 350 pieces** (will be delivered by the sponsor)

### 3. Lanyards and Name Badges

€ 1,500

In this sponsorship is the logo on the congress homepage included (no link to your website) This is an exclusive sponsorship - only one company logo will appear on the name badges. Lanyards have to be provided by the sponsor. Sample needs to be approved.

Amount: 400 pieces (will be delivered by the sponsor)

### 4. USB-Sticks

€ 1,000

In this sponsorship is the logo on the congress homepage included (no link to your website) Be present for the participants also after the congress. With providing them a 2GB USB-Stick you will be in their mind. You can put your own presentation on it and print your logo on the stick.

# 5. Bag Inserts / Brochure Display

Your flyer or company brochure will be included in each congress bag.

Amount: 350 pieces Price: € 750

Have a flyer or company brochure provided to all participants. Advertising material distribution at registration counter.

Amount: 100 pieces Price: € 250



# **Further Sponsoring Possibilities**

6. Company Logo / Company Banner	Put your company logo on the congress homepage and be present for every visitor. The logo will be linked to your company homepage.	Please send us the logo as JPEG- or EPS- File to the following address (resolution 300 dpi): biospine@mci-group.com
	Price: € 1,000	
	With a banner you are more visible for the visitors and people who are register	Please send us your banner to:
	themselves for the congress. With one click they will be forwarded to your company homepage.	biospine@mci-group.com
	Price: € 2,500	
7. E-Mailing € 800	With our E-Mail Service you get the possibility to reach the participants directly. A text, provided by the sponsor will be send trough MCI Germany to all potential and preregistered participants of the congress.	
	Be one step further regarding your competitors and use the possibility to invite the people to your booth stand or to your symposium	
8. Meeting room on request	Invite your guests to your personal Meeting room.	



# Data Sheet (For an exhibitor and/or sponsor)

1. Company Data Sneet	
Company	
Address	
Contact Person	E-Mail
Telephone	Mobile onsite
VAT No.	Order No.
2. Wished naming in the exhibitor list	
Company	
Zip code, City	
Homepage	
3. Contact person onsite (if different from 1.)	
Last Name	First Name
Telephone	Mobile onsite
E-Mail	
4. Invoice address (if different from 1.)	
Company	
Address	
Contact Person	
E-Mail	
Telephone	Mobile onsite
VAT No.	
City/Date	Legally binding signature/stamp



# Order Form Sponsor Package (Please always send it together with the company data sheet!)

Company Name				
We	are booking the following Sponsor Package			
Spo	onsorship	Price		
1. 2. 3.	<ul><li>☐ Mozart Package</li><li>☐ Haydn Package</li><li>☐ Strauss Jr Package</li></ul>	€ 25,000 € 12,000 € 6,500		
cori	esponding invoice. Full payment must be received by 31st			
We	hereby accept the General Terms and Conditions of MCI D	eutschland GmbH.		

Legally binding signature/stamp

City/Date



# Breakfast Session (Please always send it together with the company data sheet!)

Company Name
Ve are booking a Breakfast Session:
Breakfast Session
☐ Special clinical cases to be discussed € 10,000
All prices exclude Austrian VAT of currently 20%. A non-refundable 25% deposit is required immediately after receipt of the corresponding invoice. Full payment must be received by 31st December 2012.
Ve hereby accept the General Terms and Conditions of MCI Deutschland GmbH.
ity/Date Legally binding signature/stamp



# Order Form Exhibition (Please always send it together with the company data sheet!)

Company Name			
We are booking legally binding	g the exhibition space. The pric	e will be: € 390 per sqm	
Booth	Space	Size	Price
Renting space	min. 6 m <sup>2</sup>	x	€
Type of booth stand ☐ in-line booth (1 Side open)	□ Corner booth (2 sides open)	☐ Head booth (3 sides open)	□ peninsula booth (4 sides open)
Booth stand construction  ☐ Booth construction	□ Display-Wall	□ Roll-up System	□ Others
We prefer to be placed next to the fo	allowing companies		
we prefer to be placed flexit to the ic	nowing companies		
We prefer <b>not</b> to be placed next to th	e following companies:		
	T of currently 20%. A non-refur yment must be received by 31s		immediately after receipt of the
MCI will send out the technica constructor) 6-8 weeks prior th	l manual (including floor plan, g ne congress.	general information and order b	rochure from the booth
We hereby accept the Genera	I Terms and Conditions of MCI	Deutschland GmbH	
City/Date		Legally binding signature/stamp	



# Order Form Advertisement (Please always send it together with the company data sheet!)

Company Name

We are booking the following advertisements

### **Main Program**

Amount:	350
□ 1/1 IS, 4-colored	€ 2,000
☐ 2. cover page, 4-colored	€ 4,000
☐ 3. cover page, 4-colored	€ 4,000
☐ 4. cover page, 4-colored	€ 5,000

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

We hereby accept the General Terms and Conditions of MCI Deutschland GmbH.

City/Date

Legally binding signature/stamp



# **Order Form Sponsoring**

(Please always send it together with the company data sheet!)

Company Name

Wir buchen verbindlich folgende Maßnahme(n) (bitte ankreuzen)

Article		Amount	Price
4.	☐ Educational Grant		available on request
5.	☐ Pads and Pens	350	€ 1,000
6.	☐ Lanyards and Name Badges	350	€ 1,500
7.	☐ USB-Sticks		€ 1,700
8.	☐ Congress Bag insert	500	€ 750
9.	☐ Brochure Display	100	€ 250
10.	☐ Company Logo		€ 1,000
11.	☐ Company Banner		€ 2,500
12.	☐ E-Mailing		€ 1,000
13.	☐ Meeting Room		on request

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

We hereby accept the General Terms and Conditions of MCI Deutschland GmbH.

City/Date

Legally binding signature/stamp

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

- 01. Registration / Contract
- 02. Exhibit Sharing
- 03. Delegation and Realisation
- 04. Exhibition Objects and Methods
- 05. Payment Conditions
- 06. Liability, Insurance, Security
- 07. Cancellation Clause 08. Acts-of-God / Reasons beyond control 09. Video clips and Soundtracks
- 10. Advertising
- 11. Organisational and General Notices

### 1. 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

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

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 nontransferable 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 selfsupporting 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.

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 / lockup carried by MCI Deutschland GmbH does not curtail coverage. MCI Deutschland GmbH is only liable for damages resulting from malintent 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

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

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

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, 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 Deutschland 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.

# Organisational and General Notices House Rights and the adherence to Safety Regulations enforced by the police

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 arounds.

### 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

Place of fulfilment is the city the meeting / exhibition takes place. Exclusive Court of Jurisdiction for all disputes arising out of the contract or these general conditions is the Court of Berlin, Germany