

Conditions of Participation Special Section



photokina
21.9.–26.9.2010

1 The fair, the organisers, the venue, the dates

photokina is being organised by
Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany
and
**Photoindustrie-Verband e.V.,
Mainzer Landstr. 55, 60329 Frankfurt, Germany**

**It will be held from Tuesday, September 21 to Sunday,
September 26, 2010 in the Cologne trade fair complex.**

Opening times

The exhibition will be open to exhibitors from 9 a.m. to 7 p.m. and to visitors from 10 a.m. to 6 p.m. daily.

Deadline for application:

June 30, 2010.

Stand construction and dismantling

Construction in all halls: September 10–20, 2010

Construction starts at **Friday, September 10 at 8 a.m.** and has to be completed by **Monday, September 20, 2010 by 8 p.m.** During the construction time the halls are open 24 hours a day.

Advanced construction is not possible!

Dismantling in all halls: September 26–29, 2010

The dismantling may **not start before September 26, 2010, 6 p.m.** and has to be completed by September 29, 2010, 6 p.m. The halls are open 24 hours during the dismantling.

Extended dismantling is not possible!

2 Eligibility to take part

All displayed products and services must correspond to the topic of the event. Please check the product group index therefore, form 1.30. The products must be brand new.

Products and services that are not listed in the product group index or that are already used are not allowed to be displayed.

You can exhibit if your company produces the displayed products, let them be produced by others and marked them exclusively, and if your company provides the services.

Further you can participate as sales company, trade representative, Importer, Association or Institution of products of the product group index.

In any case you must be registered in the Commercial Registry or in the Guild roll to be able to exhibit.

3 Commercial property rights

Koelnmesse GmbH does not want any exhibitor who, in the process of producing, disseminating, selling, owning or advertising their products, violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense.

If a final court decision has determined that an exhibitor at one of Koelnmesse GmbH's events has violated laws of the kind mentioned in paragraph 1, Koelnmesse GmbH is entitled to bar that exhibitor from the next event of this kind after the court decision is res judicata if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

4 Participation costs

Your participation will entail the following costs:

Costs for space

– Standard price per m² stand space in the halls: **155.00 EUR**

Early Bird: Applications until January 31, 2010

stand space rental of **152.00 EUR** per m²

– Two-storey exhibition stands will be charged at 50 % of the normal rate.

For two-storey exhibition stands, the actual allotted area in the second storey is measured with technical precision and calculated at 50 per cent of the cost per m² of the floor area.

– Standard price per m² stand space outside the halls: **79.50 EUR**

– Storage space price per m²: **79.50 EUR**

All prices do not include any construction.

These charges cover the rental of exhibition space the entire duration of the fair including the appointed construction and dismantling period, a specific number of identity cards for stand and construction personnel (see figure 6), the use of all the technical and service facilities in the trade halls, advice by koelnmesse experts on the organisation, advertising and publicity work for your participation, the provision of rooms for press conferences, press contact services.

Energy consumption

7.95 EUR per m² of the occupied stand space will be additionally charged as a proportional flat rate charge for electricity.

AUMA-fee

The Association of the German Trade Fair Industry (AUMA) charges you a fee of 60 EUR cents per m² for representing your interests. Koelnmesse has agreed to take over calculating and collecting the fees in the name of, and on the account of, AUMA.

More detailed information is available at www.auma-messen.de.

Contribution to promotional costs

Each Main exhibitor will be charged a contribution to promotional costs in accordance to the following scale:

sqm	EUR	sqm	EUR
up to 24	400.00	201 – 400	1,300.00
25 – 100	600.00	401 – 800	2,000.00
101 – 200	1,000.00	over 800	3,000.00

Marketing-KIT

Every main exhibitor will receive an obligatory Marketing-KIT with the confirmation for the stand space. The Marketing-KIT includes classic and digital advertising materials as well as 30 entrance ticket vouchers (at a special price of 5.50 EUR net per voucher).

The entrance ticket vouchers should be used for customer invitations.

Ticket vouchers may not be resold.

If you desire an amount of admission ticket vouchers which exceeds the amount you receive with the Marketing-KIT, you can order additional vouchers by an extra order form (Z.02).

The costs for the Marketing-KIT of 192.00 EUR net will be charged with the invoice for the space rental.

Co-exhibitor fee

As far as accommodation of other firms will be permitted on the stand (see figure V of the General Conditions of Participation), **550.00 EUR** will be charged for each co-exhibitor. This fee does not include the cost of the Media Package (see item 8).

VAT refunds

Foreign exhibitors (proprietors) may receive a refund of the VAT paid with the invoice as long as they fulfil the legal requirements. To apply for your refund, please use the VAT refund service offered by Koelnmesse Service GmbH in conjunction with our partner G-VAT (For information and to order this service, go to the Koelnmesse-Service-Portal: Marketing Services → VAT refund).

Down payment for services

Koelnmesse GmbH and Koelnmesse Service GmbH are entitled to collect an adequate down payment for the services (e.g. electrical connections and sanitation, media services) exhibitors use at the event.

The amount of the down payment is based on the extent of the services the exhibitor will probably use or has used during a previous event (photokina 2008).

For exhibitors who did not participate in the last event (photokina 2008) the down payment will amount to 804.00 EUR net.

After the event is over, a separate final invoice is drawn up for the services provided; the down payment is credited to this amount.

If the down payment exceeds the amount charged for services provided, the excess amount will be paid back to the exhibitor. Exhibitors are not entitled to have interest paid on their down payment.

5 Fitting and arrangement of the stands**The minimum stand size is 12 m².**

Please note that hall pillars and other fixed construction elements may be present in any part of the rented stand area. The participation fee will be calculated according to the exact dimensions of the stand area allocated. Trade fair partition walls for dividing the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee on www.koelnmesse-service-portal.de.

This participation fee does not include stand construction.

Koelnmesse will set up partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems. Stand construction and design must adhere to all regulations that are valid in Germany (including the NRW venue regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators, and signwriters and to all person, in as far as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction and design of the stand.

The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction personnel and other person working for him/her to make sure they adhere to the regulations.

The maximum height for any stand construction is 4.50 metre.

As long as the technical guidelines are observed when designing and setting up stands, there is no need to submit for approval drawings for one-storey stands that do not exceed the permissible height. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required. Plans must be submitted in duplicate for approval by Koelnmesse in good time before the work is carried out, and at least 6 weeks before the event begins.

These documents, which can be scrutinized, consist of ground plans, views and design cross sections with all measurements.

Stand construction may not be started until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant regulations. It only states that Koelnmesse has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately.

There is no duty on the part of Koelnmesse to ensure the observance of other regulations.

Nevertheless, if an infringement of the relevant regulations have been committed, Koelnmesse can, for this reason, also refuse the notice of approval. The exhibitor is also aware of the fact that in exceptional cases at his /her request and on his /her account the stand construction documents must be submitted to the responsible authorities for control.

Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be immediately complied with.

In case of imminent danger, Koelnmesse GmbH is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

If at all possible, the Koelnmesse GmbH will try to provide the stand in the desired form. The following terms are used for the stands:

Terrace stand:	one side open
Corner stand:	two sides open
Two-corner stand:	three sides open
Island stand:	four sides open

The stand must be constructed to comply with the form of the stand confirmed. The arrangement of the stand is left to the exhibitor but should be appropriate for the event.

Structures on the boundaries of the space allocated adjoining neighbouring exhibitors may not have advertising promotional material above 2.50 metres (see clause 4.3 in the technical guidelines on www.koelnmesse-service-portal.de).

The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand space. Banners and company signs are not permitted to encroach into the aisles. Koelnmesse Service GmbH offers a completely finished stand system and individual stand construction. (Order Forms S.01 to S.11 / www.koelnmesse-service-portal.de).

For a surcharge, exhibitors can rent further equipment in addition to the standard furnishings.

On the last day of construction the gangways must be completely cleared at **8:00 p.m.** so that they can be cleaned up and blackened in time.

Stand dismantling

For the entire duration of the fair, the registered and authorised exhibits must be on display at the stand, and stand personnel must be in attendance (General Section of the Conditions of Participation, III, Paragraph 3).

Stand dismantling may not begin before 6:00 p.m. on September 26, 2010. Koelnmesse has the right to impose a penalty of up to 5,000.00 EUR for each time that an exhibitor violates this regulation. The size of the fine will depend on the seriousness of the violation. Koelnmesse may in addition/as an alternative bar the exhibitor from participating in the next photokina.

Entry for dismantling personnel: 6:00 p.m. Approach of vans to the halls: 8:00 p.m.

6 Exhibitors' passes and workers' passes

Each exhibitor receives free of charge and valid for the period from the day on which assembly work begins to the final day dismantling:

- 2 passes for a stand up to 12 m²
- 4 passes for a stand up to 24 m²
- 1 pass for each further unit or part unit of 12 m² up to a stand area of 120 m²
- 1 pass for each further unit or part unit of 15 m² above this area.

The cards will be forwarded to you with the stand rental invoice. Additional passes may be obtained against payment by using **order form Z.01**.

Prices:

73.00 EUR* for orders received on or before September 20, 2010;

115.00 EUR* for orders received on or after September 21, 2010.

*incl. VAT

You will also receive free **workers passes** to enable company personnel to enter the trade fair complex for the purpose of setting up and dismantling the stand. These cards are only valid up to the end of the fitting period and after the end of the exhibition. **They do not entitle** the holder to **enter the complex during the exhibition**. These cards will also be forwarded with the stand rental invoice. Non company stand designers require a special permit to do construction work in the halls.

7 Rules of Sale / Sales Restrictions / Penalties

In view of the special trade character of photokina

- It is not allowed to openly mark prices on exhibited products
- It is not allowed to offer, sell or otherwise transfer articles which are related to the theme of this fair (see list of products) to the final consumer.

Such transactions are prohibited throughout the entire fair, including the initial set-up and the final dismantling phases.

In view of these special trade character and prestige of photokina and rules governing equality of opportunity, it is essential that the regulations stated in this section be observed strictly and without exception.

Koelnmesse GmbH has the right to

- immediately close stand of an exhibitor who violates (has violated) the sales restriction stated in this section. The stand will be closed while photokina is still in progress and without a court order. The exhibitor in question is responsible for any cost or consequences resulting from the stand closure

and / or

- Koelnmesse GmbH has the right to deny admission to any exhibitor who has violated the sales restriction in this section.

Compensation or claims for reimbursement by the exhibitor are ruled out in the case of the afore-mentioned measures.

8 Media Package

The obligatory Media Package consists of the following elements:

- One Entry in the alphabetical list of exhibitors (printed catalogue).
- Two entries in the products group list (printed catalogue).
- One entry in the online catalogue: Company name, address, stand location, website and e-mail address and all of the product groups you marked in Form 1.30.
- Entry and activation for photokina Online Matchmaking with all of the product group entries given in Form 1.30.
- Activation for the photokina online schedule planner.
- Entry in the online route planner.
- One entry and image in the Mobile Exhibition Guide (M.E.G.):
Company name, address, stand location, website and e-mail address and all of the product groups you marked in Form 1.30.

The printed catalogue includes an alphabetical list of companies, a list of goods and advertisements. The printed catalogue is therefore an important, up-to-date reference work for all interested trade representatives that remains useful even after the event has come to a close.

Each main exhibitor and co-exhibitor must be listed in the Media Package. A fee of 399.00 EUR is charged for this service.

If the exhibitor fails to submit the Order Forms 2.00–2.20 before the deadline, entries in the Media Package are based on the information given in Form 1.10 and the following are subject to a fee.

Applications received subsequently will be included in the catalogue supplement under the above mentioned conditions.

Koelnmesse Service GmbH, Messeplatz 1, 50679 Köln, Germany has been commissioned to create the Media Package.

In turn, the company is authorised to assign the production of the catalogue and the publishing of the advertisement to a third party company, which is:

Verlag für Messepublikationen

Thomas Neureuter GmbH

Westendstr. 1, 45143 Essen,

Germany

Tel. +49 201 36547-202

Fax +49 201 36547-225

photokina@neureuter.de

The Koelnmesse does not accept any liability for printing errors, incorrect placing, mistakes and other gaps or faults in printing.

The advertiser shall be responsible for the subject matter of advertisements and entries and for any omission or mistake resulting from them.

9 "Infoscout" – Visitor Information System

Information about your company, as provided on forms 1.10 to 1.30, will be made available to interested visitors at the information stands in the halls during the trade fair. In addition, you may use Koelnmesse's "Infoscout" electronic information system to **publish vacancies for trade representatives**.

You can use form Z.03 to specify this offer in terms of products, countries or regions.

Exhibitors and visitors can use the "Infoscout" system **free of charge**.

10 Salvo / Final agreements

Any verbal agreements, individual permissions and exceptions outside the framework of this contract are not valid until confirmed in writing by Koelnmesse GmbH.

Should a provision of this contract prove to be wholly or partly void or should the contract have omissions, this shall not affect the validity of the remaining provisions. A provision shall take the place of the invalid provision or fill the omission that, as far as legally possible, comes closest to what the contractual parties intended or, given the sense and purpose of this contract, would have intended if they had considered the matter. Should the invalidity of provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.