



Conditions of Participation for photokina 2010 Photography Exhibitions

1 Organizer

The overall photokina 2010 Photography Exhibitions project consists of a competition, an exhibition, and the associated public relations work.

The event is organized by Koelnmesse GmbH.

(hereinafter referred to as "Organizer" or "Koelnmesse").

The contract partner of the participants is Koelnmesse GmbH.

The venue for the event is Koelnmesse.

2 Application/admission

Only applications that are submitted before the deadline and in due form can be accepted for the competition.

The application form must be signed and arrive at the organizer by the deadline.

Images and texts submitted by the participant cannot be sent back. Companies, organizations, institutions and professional photographers are eligible to participate, provided they fulfil the criteria for a picture exhibition.

To be accepted, applicants must submit a completely filled out application form and sign it with a legally binding signature. The application form must be signed and arrive at the organizer by the deadline.

The organizer will set up a panel of judges that will decide whether an application is received in due form and time and thus ultimately determine whether someone is permitted to take part in the competition.

The deadline for entries is 31 March 2010 (date of receipt by Koelnmesse GmbH).

3 Property rights

The participants ensure that the photography they enter as well as all associated documents are not subject to property rights of third parties. Photography that infringes on intellectual property/commercial property rights (trademarks, brand names, registered patterns or designs, patents, copyrights or similar) may not be entered in the competition or exhibited.

In this regard, each participant must inform Koelnmesse of any pending legal proceedings or lawsuits involving the photography to be judged (in connection with the entered photography and related to regulations and laws governing fair trade and competition, patents or registered trademarks, legal or intellectual property disputes). The same applies to corresponding disputes out of court.

Should Koelnmesse be subjected to claims from third parties on the grounds that their rights have been infringed by the participant, the participant shall release Koelnmesse from all such claims. In addition to assuming full liability for any claims arising from damages caused by infringement of these rights and/or provisions, particularly claims by third parties, the participant releases Koelnmesse from all liability for any such claims.

4 Transport, liability and insurance

The participant bears the risks and costs for the delivery and return transport of the entered photography as well as for the assembly and dismantling of the display. The participants selected and approved for the competition will deliver the photography to the exhibition and appropriately set it up for display. The photography must be securely fastened. Nails must be used for assembly, and screws are not permitted.

The participants are responsible for putting together the exhibition and for all assembly and dismantling. The organizer assigns the location for each participant's exhibits.



In the case of traditional photo walls, the scope of services includes a stand area, a photo wall, spotlights, and graphics. The services are negotiated individually for other types of picture presentation (e.g. electronic displays). Participants whose exhibits are chosen for Category 1 receive the services free of charge, while participants whose exhibits are selected for Category 2 have to pay €249 per running meter if their presentations are traditional photo walls. The price of other types of picture presentations is negotiated individually and calculated by the photokina team. The participant is required to provide all necessary insurance coverage.

5 Accident prevention

The participant is liable for damages caused by the photography hung up in the exhibition. This also applies to damages caused by photography that has been insufficiently fastened. The participant releases the organizer from all damage claims by third parties, unless the damages are caused by the organizer, its legal representatives, or its agents and employees as a result of gross negligence or intent.

6 Judging

The judging process is not public. The organizer is obliged to submit all of the properly entered applications to the panel of judges. The panel of judges reserves the right to assign the photography entered for the competition to either Category 1 or Category 2.

The decisions of the panel of judges are not subject to any kind of review.

Along with the photography, the participant submits a description of his or her exhibition concept, which serves as an additional basis for judging the entry. The organizer is obligated to notify the participants of the results of the judging process. The decisions of the panel of judges are binding for the participants and are not subject to any kind of review. The judges' decision is final.

7 Exhibition

If the photography entered by a participant is selected by the panel of judges, the participant has the right to present the photography at photokina from 21-26 September 2010, in the category selected by the panel of judges.

The organizer will not assume liability for damage, destruction or loss of the exhibited photography unless it has acted with intent or gross negligence. The participants have to pick up any photography that has been exhibited and won an award after the trade fair is over. Participants who fail to remove their exhibits by 28 September 2010 will be required to cover the costs and take the responsibility for having the exhibits returned to them by a shipping company commissioned by the organizer. If photography is not picked up after the exhibition has been concluded, the organizer may also charge an additional handling fee of €100 plus VAT, besides shipping and packaging costs for sending the photography back to the participant.

8 Public relations

The organizer will highlight the overall photokina 2010 Photography Exhibitions project in the advertising and PR activities for photokina 2010.

9 Usufructuary rights

The images selected by the jury will be published by Koelnmesse for PR measures related to photokina 2010. This right particularly applies to the photokina 2010 website and brochures produced for the event. Koelnmesse may use the images without incurring royalty fees. To this end, the participant gives the organizer the free, non-exclusive right to use the images without any limitation with regard to place or time. This applies in particular to the following types of use: The right to use them in other media, e.g. in advertising films, videos, books, brochures, and the Internet; the right of reproduction and dissemination, i.e. the right to reproduce and disseminate at its discretion the images any number of times; the archiving rights, i.e. the right to collect the images and, if appropriate, to issue the same as a collection; the right to transfer the rights granted to Koelnmesse wholly or in part to third parties.



If any third parties have usufructuary rights to the images as a result of their having contributed to their development or completion, the participant also transfers these rights to Koelnmesse and independently guarantees that this transfer of rights applies to all of the types of use listed above. The participant has ultimate responsibility for ensuring that such usufructuary rights to the rights of third parties are validly transferred. If the rights cannot be transferred, the participant is liable. The participant releases the organizer of the need to pay any royalties and of all claims from third parties, no matter what the legal grounds. The image rights remain with the authors.

10 Liability

No claims may be made against Koelnmesse for compensation for damage due to breach of duty not related to Koelnmesse's basic contractual obligations, unless the damage was caused intentionally or was due to gross negligence by Koelnmesse and/or its assistants or vicarious agents. This limitation of liability does not apply in the event that Koelnmesse has strict liability under statutory regulations for harm to life, physical injury or harm to health as a consequence of negligence or intent. Koelnmesse is not liable for loss or damage to objects brought in by the competition participant, the event participant, or by other third parties involved by the participants, unless there has been intent or gross negligence. Koelnmesse bears no liability for damages caused by force majeure. Koelnmesse is not liable for the actions and the decisions of the panel members.

11 Place of performance, place of jurisdiction, valid law

The place of performance and jurisdiction is Cologne.
The law of the Federal Republic of Germany shall apply.

Conditions of Participation for photokina 2010 Photography Exhibitions

Name, address, further information on previous photography work and participation in photography exhibitions and competitions, further information about the enclosed photography.

We hereby declare that we acknowledge the Conditions of Participation for the photokina 2010 Photography Exhibitions as binding for us and agree

* That Koelnmesse GmbH and third parties commissioned by Koelnmesse GmbH may have unlimited, free-of-charge use of the photography and information associated with our application for the purpose of advertising photokina 2010

* That the photography and the information will be released on the official photokina 2010 press date (20 May 2010)

* That Koelnmesse GmbH will automatically store the data we provide in accordance with the provisions of the German Federal Data Protection Act and will pass it on to third parties when necessary to fulfil the terms of contract.

We guarantee that the use by Koelnmesse or third parties commissioned by Koelnmesse of photography, information, etc. does not conflict with any rights whatsoever of third parties.

Place, date, legally binding signature