

Terms & Conditions of Participation for collective stands and work centres

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The Frankfurt Book Fair provides a showcase for books and book-related products and services from countries all over the world. It is the most important international trading place for content and promotes the sale of books, book-related articles and services for the book industry, as well as the trading of rights as part of the international publishing business. It is organized and presented by the Frankfurter Buchmesse GmbH, Braubachstrasse 16, 60311 Frankfurt am Main, Germany (hitherto referred to as the Organiser).

1. Duration

1.1 The Frankfurt Book Fair 2017 is scheduled for Wednesday, 11 October, to Sunday, 15 October 2017. Regular opening hours from Tuesday, 10 October are from 9.00 am to 6.30 pm daily, and from 9.00 am to 5.30 pm on 15 October 2017. The Fair is open to the general public from 9.00 am to 6.30 pm on Saturday and from 9.00 am to 5.30 pm on Sunday. Exhibitors are admitted to the exhibition site from 8.00 am and can remain in the halls until 7.00 pm. The Publishers Rights Corner (PRC) will only be open on Tuesday, 10 October from 9.00 am to 6.30 pm.

1.2. The Organiser may postpone the Fair for good cause, change its duration and times of opening, exclude the general public, cancel the Fair entirely or close it earlier than scheduled.

2. Exhibitors

2.1 All national and international companies may exhibit at the Frankfurt Book Fair which are involved in the creation, preparation and distribution of content via media such as books, newspapers, periodicals, teaching materials, audio and/or visual media, data carriers or online platforms. This also includes agencies and service providers for media trade and production, nonbook suppliers, merchandisers and institutions or associations active in the areas of culture and education. Only publishers that are registered exhibitors at the

Frankfurt Book Fair will be allowed to rent a table in the Publishers Rights Corner.

2.2 Companies whose right to use their company name or substantial parts of the name is disputed by an established previous Exhibitor, may exhibit, provided that they can demonstrate their right to use the company name with a legally binding statement either issued by a court of law of the Federal Republic of Germany or whose enforcement has otherwise been officially authorised. This also applies to products and services exhibited at individual stands or as part of collective presentations.

2.3 Companies may not exhibit if they are the subject of bankruptcy proceedings before a court of law. If any such proceedings are initiated following registration for the Fair, the Organiser is to be informed without delay.

3. Exhibits

3.1 Only articles, products and services of the publishing trade and media industry may be exhibited at the Frankfurt Book Fair.

3.2 Only such items or products may be exhibited which are in accordance with applicable legal requirements, and which are not affected by the rights of third parties.

3.3 The Organiser does not apply any form of censorship.

3.4 It is not permitted to exhibit any works which have been banned from production, distribution or import by a court of law in the Federal Republic of Germany, or similarly in a court of law abroad, provided this judgement has been declared enforceable in a court of law in the Federal Republic of Germany.

3.5 It is not permitted to promote or advertise any such items that are excluded from the Fair.

3.6 Publications that have been officially indexed as liable to corrupt the young must not be accessible to juveniles.

3.7 Companies may only exhibit and promote their own products.

3.8 If requested, the Organiser will decide at their own discretion whether products or presentations may be permitted which do not appear to be directly related to the publishing or media industry (see 3.1).

4. Contracts

4.1 With the timely submission of the registration form, completed in full, signed, and delivered to the Organiser (by post, by fax or as an e-mail attachment) by the respective registration deadline (as specified on the registration form), the Exhibitor makes a binding commitment to the Organiser of their intention to participate in the event. It is possible to book certain offers online via our password-protected area on www.book-fair.com, which is also considered binding.

4.2 Provisional or unofficially submitted applications or mere reservation requests are invalid and will not be processed until a formal registration using the

Organiser's official form is submitted by the stated deadline.

4.3 Alterations or special provisions made by the Exhibitor on the registration forms or in connection with the same are null and void and will be disregarded.

4.4 If, after having applied for registration, the Exhibitor receives a written or electronic (PDF) order confirmation or first invoice from the Organiser, this represents completion of the contract and official acceptance of the Exhibitor to participate at the event.

4.5 The Exhibitor is not entitled to the same stand location as in the previous year or to a specific position, although the Exhibitor's wishes in terms of position, neighbouring stands and size will be taken into account wherever possible.

4.6 If an Exhibitor is allocated an exhibition space that is different in size, measurement or type (e.g. row stand instead of corner stand) than indicated on their registration, or if their exhibition space is altered for an important reason, in this particular case the Exhibitor has the right to immediately withdraw from the contract in writing, but at the latest seven days after receiving such notification. A withdrawal in electronic form, by fax or e-mail is only effective if it is received in due time and is subsequently followed up in written form, without delay. Any claims to compensation due to being allocated an exhibition space not specified by their registration are invalid, irrespective of the legal basis.

4.7 If, in the case of Section 4.6, a decrease or increase of the exhibition space or a change of stand type occurs (e.g. row stand instead of corner stand), and the Exhibitor does not choose to withdraw from the contract, he will be reimbursed for the difference to the originally ordered items.

4.8 The Organiser is entitled to refuse the Exhibitor admittance to the event if the requirements for admittance are not (or are no longer) fulfilled.

4.9 Exhibitors who do not fulfil their financial obligations to the Organiser or have been late in payment can be excluded from the Fair even after admittance.

5. Rental fees, participation fees

5.1 For rental fees or participation fees, please see the relevant registration form which is an integral part of the contract. The fees named in the order confirmation are binding. Every Exhibitor is required to pay the marketing fee (for further informations see Page 2).

5.2 The rental fee or participation fee remains payable if the Exhibitor is prevented for whatever reason from attending or sending exhibits to the Fair.

5.3 Changes to the stand design or furnishing which are requested after the registration deadline are subject to extra payment, with a minimum extra charge of 125 euros (plus VAT at the applicable official rate). Changes can only be processed if notified prior to

8 September 2017. Insofar as they can be implemented, changes requested during the event are subject to an additional charge of 10 per cent on top of the costs incurred for the changes.

6. Terms of payment

6.1 Invoices for rental fees, participation fees and other service charges are payable in full upon receipt via money transfer to one of the following of the Organiser's accounts:

Frankfurter Sparkasse
Account No.: 200 452 819
(Sort Code: 500 502 01)
SWIFT-Code/BIC: HEL AD EF 1822
IBAN: DE73 5005 0201 0200 4528 19

Postbank Frankfurt am Main
Account No.: 1021 601 (Sort Code: 500 100 60)
SWIFT-Code/BIC: PBNK DE FF
IBAN: DE21 5001 0060 0001 0216 01

Commerzbank AG, Frankfurt am Main
Account No.: 90 189 100 (Sort Code: 500 800 00)
SWIFT-Code/BIC: DRES DE FF XXX
IBAN: DE96 5008 0000 0090 1891 00

Objections can only be considered if raised within three weeks of the date of invoice.

6.2 Invoicing

6.2.1 Collective stands and work centres

After the Organiser has received the registration, the invoice will be created and sent without delay for 100 per cent of the invoice sum.

6.2.2 LitAG

After the registration is received, the Organiser will promptly send out a first invoice of 35 per cent of the amount payable. It is expected that the final invoice will be delivered at the end of June, 2017.

6.2.3 Publishers Rights Corner (PRC)

Full payment (100%) is due upon receipt of invoice.



6.3 If an Exhibitor is not based in Germany and would like an invoice without German VAT, he is obliged to send proof of their entrepreneurial status from their presiding authorities to the Organiser, along with their registration. Registration without proof of entrepreneurial status obliges the Organiser to add German VAT to the invoice total.

Exhibitors based in EU member states (outside of Germany) only need to declare their VAT identification number (VAT Reg. No.) on the registration form. In the event of changes in their legal form or registered address, the Exhibitor is required, unprompted, to submit a new proof of entrepreneurial status or their VAT identification number to the Organiser.

6.4 If an Exhibitor wishes to alter an invoice because

the name, legal status or address have changed, a service fee of 50 euros (plus VAT) will be charged.

6.5 If payment is delayed, the Exhibitor must pay default charges of 9 percentage points above the European Central Bank's basic interest rate. Enforcement of additional or higher compensation is not ruled out.

6.6 If payment of the invoice is not received on time, the Organiser may reallocate the rented exhibition space, but the Exhibitor still remains liable for full payment. In the event of such reallocation, Section 7 applies.

6.7 The Organiser has the right to invoice customers by post or electronically (sent by e-mail or available as a download on their website).

7. Withdrawal, cancellation

7.1 A cancellation of the registration is possible if submitted in written form before the respective registration deadline:

- Literary Agents & Scouts Centre: 31 January 2017
- Publishers Rights Corner: 31 May 2017
- Hot Spots: 31 May 2017

To compensate for administrative expenses, a processing fee totalling 20 per cent of the fee payable for the use of the collective stand or the work centre will be due. To be considered valid, the Organiser must have received the written explanation of cancellation at the latest by the respective deadline.

The following regulations under Section 7 shall apply accordingly for presentation slots, even if they're not explicitly mentioned.

7.2 Aside from the possibility to cancel as described in Section 7.1 and other standard legal withdrawal rights, Exhibitors at collective stands or work centres do not have the right to withdraw from or cancel the contract.

7.3 If Exhibitors cancel or withdraw from the contract, whether they have the right to do so or not, or otherwise communicate that they will not occupy the rented exhibition space, the Organiser is entitled to find another use for the entire rented space. If they no longer have the right to cancel or withdraw from the contract, the Exhibitors will still be obligated to pay the fee. The Organiser must thereby calculate the value of the non-incurred expenses as well as any benefit gained from alternative use of the exhibition space. The Exhibitor's obligation to pay is not affected if, in order to avoid a gap between stands, the Organiser offers the exhibition space to a third party whose stand would otherwise have been placed at another location or if the Organiser rearranges the rented area so that it no longer appears to be an empty exhibition space.

7.4 If the Organiser is able to successfully rent the exhibition space to a new Exhibitor, who could not be allocated another available exhibition space, the Exhibitor withdrawing from the contract must pay the Organiser a cancellation fee of 20 per cent of the fee payable for the use of the collective stand or the work centre (plus the VAT owed at the time of the service). The Organiser thereby reserves the right to demand further compensation for administrative expenses.

7.5 Exhibitors are entitled to provide evidence showing that the Organiser has not been disadvantaged or not to the extent that would justify payment of the requested amount.

7.6 The Organiser is entitled to deny admittance or

reallocate exhibition space:

- if payments are not made in full, on time or in accordance with contractual terms, provided the Organiser has given the Exhibitor a deadline for payment, under threat of exclusion from the event, which the Exhibitor has let pass
- if the exhibition space has not been occupied by the Exhibitor by the time the event opens and no indication of a later arrival is evident
- if the exhibition requirements are no longer fulfilled by the registered Exhibitor or if the Organiser later becomes aware of reasons which, had they been known before, would have justified a denial of admittance
- if safety regulations are violated and a resolution of the problem is not possible or the Exhibitor refuses to take according action. In case admittance is denied, obligation to payment as defined in Section 7.1, 7.3 and 7.4 remains unaffected.



8. Force majeure, event cancellation

8.1 In certain cases, the Organiser is entitled to postpone, shorten, lengthen or cancel the event as well as provisionally or definitively close the event in part or in its entirety. These cases include compelling reasons for which the Organiser is not responsible or force majeure which require respective measures, such as natural catastrophes, war, strikes, terrorism, transportation blockages, blackouts and/or communication breakdowns. In these cases, the Exhibitor retains no right to claim compensation for thereby incurred damages.

8.2 If the event is cancelled due to one of the reasons listed in Section 8.1, the Exhibitor is obligated to cover a reasonable share of the costs connected with the overall preparation for the event. The requested share will be calculated by the Organiser but limited to maximum 50 per cent of the fee payable for the use of the collective stand or the work centre. The sum will be calculated based on all costs incurred by the Organiser up until the point of cancellation divided by the number of Exhibitors (taking into consideration the size of the respective exhibition space reserved).

8.3 Force majeure that completely or partially hinders the Organiser or its service partners from fulfilling their obligations also absolves the Organiser from those obligations until the force majeure is removed. The Organiser will inform the Exhibitor of this without delay, assuming it is not further hindered in doing so by force majeure. Force majeure is understood to include the inability to ensure a sufficient supply of utilities such as electricity, or the occurrence of strikes, lockouts or interventions by higher authorities, assuming these occurrences are not just of short duration, nor caused by the Organiser.

9. Liability, indemnity, expiration of terms

9.1 The Exhibitor has a legal obligation to implement safety precautions to protect all individuals who enter the rented exhibition space. In addition, German federal laws apply with regards to the liability of the Exhibitor for any damages or loss caused by themselves or their assistants. The safety regulations stipulated in the "Technical Regulations" must be adhered to at all times. The Exhibitor will be liable for any loss or irreparable damage to items supplied on a rental basis, from the moment of receipt until they are returned/collected, being liable for the new replacement value rather than reimbursement of the present value.

9.2 The Exhibitor irrevocably releases the Organiser from any claims made by third parties with regards to the violation of laws or third party rights (particularly intellectual property rights, copyrights, image and name rights, brand and trademark rights, competition rights, personality rights) connected to the exhibition space of the Exhibitor including the Exhibitor's activities, advertising, products and their intellectual contents. This release also applies to any penalty, court or legal expenses arising from such violations.

9.3 A strict liability of the Organiser for damages due to pre-existing deficiencies in the rented space is excluded. If the Organiser violates essential contractual terms due to simple negligence, any liability for compensation is limited to the predictable, typical or expected average damages in relation to the scope of this contract. Compensation claims for damages due to breach of contract, which would not be considered breach of cardinal obligations or essential contractual terms, are excluded to the extent that they are not due to gross negligence or deliberate culpable action of the Organiser and/or the Organiser's contracted assistants. This limitation of liability does not include attributes clearly identified and acknowledged by both parties in advance or for damages or loss to life, body or health to the extent that liability is legally obligatory due to negligence or deliberate action.

9.4 The Organiser is not liable for loss or theft of exhibited items or stand furnishings. For an additional fee, the Exhibitor may hire professional stand guards who have been approved by the Organiser for such duties.

9.5 Any claims the Exhibitor makes against the Organiser arising from the contractual terms as well as any other related demands must be communicated to the Organiser in written form within ten days after the event. If any faults or disturbances become evident during the course of the event, they must be communicated to the Organiser without delay. Otherwise, the assertion of any respective claim will be invalidated.



9.6 The validity of the Exhibitor's claims expires after three months, unless the liability of the Organiser results from deliberate action. Legal limitation periods for misdemeanours, fraudulence or negligent impossibility are unaffected. The limitation period begins at the end of the month in which the last day of the event is held.

9.7 To the extent that the Organiser's liability is limited, so too is the personal liability of the Organiser's staff members, employees, representatives and agents.

10. Transfer of claims, compensation

10.1 The Exhibitor is not entitled to transfer any pending claims against the Organiser to a third party.

10.2 Any rights to retention or compensation from the Organiser may only be claimed by the Exhibitor if they have been legally determined, are not contested or have been accepted by the Organiser.

11. Catalogue

11.1 Every Exhibitor will be included in the online Catalogue. The inclusion in the online Catalogue is obligatory and included in the marketing fee. The Organiser will decide if there is to be a printed Catalogue published in addition to the online Catalogue. The Exhibitor is not entitled to demand the production of a print edition of the Catalogue. In the case of a print edition, the official editorial deadline of the Catalogue print edition is 30 June each year. If a print edition is issued, the Exhibitor will receive a free copy. This procedure is not applicable for the Publishers Rights Corner (PRC).

11.2 In the event of a print edition of the Catalogue, a maximum of two cross references per company are allowed. These are subject to a fee (see "Price List" page 2). Cross references must be part of the company name and may not refer to different companies (even subsidiaries or imprints). The Organiser reserves the right to delete incorrect cross references without further notification of the Exhibitor.

11.3 Affiliates, subsidiaries or other associated companies which are stated in the text must be registered as co-exhibitors (see Section 5).

11.4 For any claims against the Organiser and their contracted administration and implementation assistants due to false, incomplete or missing entries, Sections 9.2 to 9.6 apply.

12. Occupation of stands, set-up and dismantling, Technical Regulations

12.1 The collective stands are open from Tuesday, 10 October 2017, 2.00 pm, for the set-up of stands. The Literary Agents & Scouts Centre (LitAg), as well as the Publishers Rights Corner (PRC), are open from Tuesday, 10 October 2017, 9.00 am.

12.2 Exhibitors must display their exhibits for the entire duration of the Fair.

12.3 The Organiser has the right to reallocate exhibition spaces that are not yet occupied at 8.00 pm on 10 October 2017. There is no entitlement to reimbursement of rental fees already paid. In the event of reallocation of the stand, Sections 7.4 applies.

12.4 Delivery of packing materials, the packing away of exhibits and the clearing of stands is not permitted prior to the official end of the event. Dismantling is not permitted before 5.30 pm on 15 October 2017. Clearing and cleaning of the exhibition space must be

completed by midnight on 16 October 2017. Exhibitors with system stands must ensure the bench cabinets are emptied of all content on Sunday, 15 October 2017. On Monday, 16 October 2017, the cleaning staff will empty the bench cabinets and dispose of the remaining content.

12.5 If exhibition spaces are cleared and vacated prior to the end of the event, the Organiser will impose a breach of contract penalty (compensation which is not subject to VAT), which can be as high as 20 per cent of the fee payable for the use of the collective stand or the work centre.

12.6 Exhibitors with specific exhibition plans, particularly involving their own facilities, structures or designs, must strictly observe the Organiser's "Technical Regulations". You can request these at any time or read and download them online at www.book-fair.com/technicalregulations.

13. Sales

In general, books may only be sold to the book trade at the Fair. At events, on the last day of the Fair, or after special notification by the Organiser, books may be sold to the general public in compliance with fixed price regulations. At the Frankfurt Antiquarian Book Fair, antiquarian books that are not subject to fixed price regulations may be sold at any time during the Fair. All other kinds of sales beyond the ones described here are only permitted with explicit prior approval by the Organiser.

14. Exhibitor passes

14.1 A special pass is required for access to the Book Fair.

14.2 For the Exhibitor's employees engaged in the set-up and dismantling of the stand, as well as for other representatives and staff at the stand, the Exhibitor is issued exhibitor passes as well as special set-up and dismantling passes that are to be attached to outer clothing in a visible position at all times when on the exhibition site. Normal exhibitor passes are also valid during set-up and dismantling.



15. Security, insurance

15.1 General patrolling and guarding of the exhibition site and its halls is performed by a company contracted by the Organiser. However, the Organiser assumes no responsibility for damages or loss of exhibited goods, the exhibition stand or any objects or belongings of the people working at the stand. This applies even if the collective stand is staffed by the Organiser with hostesses or security personnel. It is their exclusive responsibility to monitor whether third parties who enter the stand have the required credentials.

15.2 Guarding of the stand and stand supervision during opening hours is generally the responsibility

of the Exhibitor. This also holds true during set-up and dismantling times.

15.3 Overnight, all valuable and easily removable objects must be securely locked away by the Exhibitor. At their own expense, the Exhibitor may take advantage of the services provided by the security company working for the Organiser. It is recommended that all Exhibitors purchase exhibition insurance, covering any damage and as far as possible lost items, based on the new replacement value.



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16. Advertising

16.1 Advertising, in any form, is only permitted within the Exhibitor's stand and on its inner surfaces; such advertising may only promote the Exhibitor's own company and the products or services they produce and sell.

16.2 Presentations, optical, slow-moving and acoustic promotion features are permitted, provided these do not disturb neighbouring stands, do not lead to bottlenecks in the gangways and do not interfere with the Fair's own announcement system in the halls. The volume may not exceed 70 dB(A) at the outer edge of the stand. In the event of failure to comply with this ruling, the Organiser is entitled to intervene and, if appropriate, demand the cessation of use. Permissions granted for the implementation of special advertising measures may be restricted or withdrawn in the interests of orderly operations of the Fair.

16.3 If an Exhibitor chooses to play music at his stand, he is responsible for attaining performance permission and for paying the GEMA fee.

16.4 Outside the Exhibitor's own stand area, it is not permitted to undertake promotional activities either on or in front of the exhibition site. This includes the use of persons for publicity purposes, as well as the distribution or posting up of advertising material such as leaflets, posters, stickers, etc., in hall gangways, on the exhibition site, in the immediate vicinity of the exhibition site or on car parks used for the Fair. It is also not permitted to carry out surveys, tests, competitions, raffles and prize games outside the Exhibitor's stand; the Organiser's own survey questionnaires are exempt from this rule. The Organiser may permit a limited number of the above-mentioned promotional activities, but no implicit rights to permission exist. Such permission must be received in writing from the Organiser, and will incur additional charges.

16.5 It is not permitted to hold receptions, lectures, press conferences, discussion events, etc. on the exhibition site without the written authorisation of the Organiser.

17. Cleaning, environmental protection

17.1 The Organiser is responsible for the general cleaning of the exhibition site and the gangways.

17.2 In the interest of environmental protection and sustainable Fair operations, the Exhibitor is obligated to minimise the use of packaging and the production of waste as well as to make use of environmentally friendly and recyclable packaging, decorations and advertising materials. If a sorted waste removal system is in place, the Exhibitor is required to comply with the sorting system and to participate in the connected waste removal expenses in accordance with the costs-by-cause principle.

18. Non-compliance with "Terms & Conditions"

18.1 The Exhibitor is subject to the Organiser's "Terms & Conditions" for the entire duration of the Fair and on the entire exhibition site. The orders given by the Organiser's employees who prove their identity with an ID card are to be followed at all times.

18.2 The Organiser is entitled to close down an Exhibitor's stand without compensation at the Exhibitor's cost in the event of failure to comply with the stipulations of the "Terms & Conditions". In particularly serious cases, if there is a continued breach of contract despite warnings, or if contractual breaches that incurred warnings at previous Fairs are repeated, the Organiser may exclude the Exhibitor from future Fairs. This shall also apply if items are exhibited that are subject to court bans or if the Exhibitor or his employees have committed or encouraged punishable offences (such as theft or deliberate infringements of copyright).

18.3 Rather than imposing exclusion, the Organiser may charge a penalty amounting to 50 per cent of the fee payable for the use of the collective stand or the work centre. Participation in future events can be made conditional upon payment of any such penalty.

19. House rules

The exhibition grounds are a privately owned venue. The operator of the exhibition grounds is the Messe Frankfurt Venue GmbH. It exercises property rights on the exhibition grounds along with the Organiser. In this respect, Exhibitors should refer to the house rules on display at the exhibition grounds. In addition to the house rules of the operator, the Organiser is entitled to adopt event-specific house rules to provide secure access and procedures at the event. The Exhibitor can request the current house rules from the Organiser or view and download them at www.book-fair.com.

20. Data privacy

20.1 Personal information which the Exhibitor supplies to the Organiser as a part of the application and contractual process is stored in an automated process, in accordance with data protection regulations of the Federal Data Protection Act and Teleservices Act of the Federal Republic of Germany. The Organiser uses the company and personal information primarily:

- to complete business procedures with the Exhibitor
- for event-related information to be sent by the Organiser or service providers working on behalf of the Organisers
- as a source of business-related information before and after the event
- for advertising by post

- for transmission and up-dating of the exhibitor lists
- for the creation of personalised tickets. Selected data is also passed to specific service providers for the fulfilment of the terms of the contract

20.2 Naturally, every Exhibitor has the right to request the Organiser, in written form or by e-mail, not to send them any further information about future events.

21. Written form, severability clause

Any and all claims made by the Exhibitor on the basis of the contract as well as of a non-contractual nature must be submitted to the Organiser in writing. The written requirement is considered fulfilled if the respective declaration is transmitted and confirmed in electronic form or by fax. If individual clauses in the registration documents or participation conditions are or become invalid, this does not affect the validity of the rest of the contract. In this case the invalid regulation must be interpreted or amended in such a way that the original intention be met as closely as possible.

22. Applicable law, court of contractual fulfilment, court and law of jurisdiction

22.1 For interpretation of the contract and participation conditions, the German text takes precedence in the case of a dispute.

22.2 For the entire legal relationship between the Organiser and Exhibitor, only the laws of the Federal Republic of Germany apply. The terms of the CISG (United Nations Convention on Contracts for the International Sale of Goods) are expressly excluded.

22.3 The place of contractual fulfilment and exclusive court of jurisdiction for both parties is Frankfurt am Main, Germany, provided the Exhibitor is a business entity, corporate body under public law, represents fund assets subject to public law, does not otherwise have a place of jurisdiction in Germany or has taken up residency or place of residence abroad or at an unknown location. The Organiser nevertheless reserves the right to also take legal action at the Exhibitor's general place of jurisdiction.



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