

Terms & Conditions for Advertising Tiles

These Terms & Conditions apply to the submission of Advertising Tiles as part of the digital book fair *Special Edition digital* and are a supplement to the Terms & Conditions Special Edition digital, as well as the General Terms & Conditions of Frankfurter Buchmesse 2020.

1. Participants

Advertising Tiles can be submitted by all live and digital exhibitors at Frankfurter Buchmesse 2020.

2. Offers by Frankfurter Buchmesse GmbH for Advertising Tiles

With the Advertising Tiles, the Organiser enables the Participant's own content to be advertised free of charge on the Frankfurter Buchmesse website in the form of an image, headline and link.

After successfully submitting the application form, the Participant will receive direct confirmation of the positive receipt of their submission by the Organiser in the form of a confirmation landing page.

A legal claim to display the submitted Advertising Tile cannot be derived from this.

There are three dates on which all submitted Advertising Tiles will be released subject to technical capacities.

Submitted by: 28 Aug. 2020 – Review and publication: 01 Sept. 2020

Submitted by: 10 Sept. 2020 – Review and publication: 14 Sept. 2020

Submitted by: 24 Sept. 2020 – Review and publication: 28 Sept. 2020

The Advertising Tiles will remain available online on the Frankfurter Buchmesse website until the end of October 2020.

All Advertising Tiles will be displayed randomly. The actual reach depends on the page views and the total number of tiles received. There is no preferred or alphabetical order to how they are displayed.

4. Obligations of the Participant

A My Book Fair account and your customer number are required for submission. Please log in to your My Book Fair profile with your e-mail address. If you do not yet have a My Book Fair account, please first register here:
<https://services.book-fair.com/login>

The Participant agrees to provide the following information upon submission:

- Link for the English and German versions of the Advertising Tile.
Only https:// links may be submitted.
- Image without text, because the same image is displayed on the German and the English pages.
Pixel dimensions: min. 542 x 406 (aspect ratios must be considered)

In addition, the content must be submitted indicating the desired section of the website and category.

5. Granting of rights

5.1 The Participant transfers to the Organiser all rights of use of the visual material submitted in the context of the Advertising Tile. The Participant transfers to the Organiser the right to use all works created in fulfilment of these Terms & Conditions, in perpetuity and without territorial restriction, as well as the right to edit the work while respecting personal rights and to use the original or edited version in all ways known today and in the future.

5.2 The Participant shall ensure that they may transfer rights of third parties within this contract. The Participant transfers to the Organiser the rights of third parties to all works created in fulfilment of these Terms & Conditions, in perpetuity and without territorial restriction, as well as the right to edit the work while respecting personal rights and to use the original or edited version in all ways known today and in the future.

5.3 The Organiser is further entitled to link the work with other media and mix it with the intellectual property of other artists as long as this does not infringe on the rights of third parties.

5.4 The Organiser acquires the sole right to claim damages from third parties based on unauthorised use of intellectual property.

6. Liability

6.1 For all contents within the Advertising Tile, the Participant bears the sole responsibility not to infringe on the rights of third parties. They shall indemnify Frankfurter Buchmesse GmbH against any claims by third parties arising from the execution of this order, even if it is cancelled.

6.2 Frankfurter Buchmesse GmbH is not obliged to review submissions and content to see whether they infringe on the rights of third parties, whether they comply with competition law provisions, or whether they violate other applicable laws. Should third parties assert claims against Frankfurter Buchmesse on the grounds that an entry is legally inadmissible, the Participant shall without delay

indemnify Frankfurter Buchmesse GmbH against all claims asserted, including all costs of necessary legal defence.

6.3 Frankfurter Buchmesse GmbH is not responsible for third-party content to which it merely provides access for use. This applies in particular to content which the user can access by calling up a hyperlink. The inclusion of a hyperlink on the Frankfurter Buchmesse website does not imply that Frankfurter Buchmesse GmbH has checked the contents of the linked website. Frankfurter Buchmesse GmbH expressly distances itself from the content of linked websites.

6.4 In the event of violation of the Terms & Conditions stated here, Frankfurter Buchmesse GmbH reserves the right to remove all of the Participant's content.

7. Cancellation of participation

7.1 If the Frankfurter Buchmesse *Special Edition digital* has to be cancelled due to unforeseeable force majeure, the contractual partners shall bear their own costs incurred up to this point in time.

8. Written form, severability clause

Any and all contractual agreements arising from the processing and further execution of this contractual relationship must be in writing to be effective. The written form requirement shall be deemed to have been met if the respective declaration is transmitted in electronic form, by fax or e-mail, and confirmed by the other party. Should individual provisions in the registration documents, the Terms & Conditions, or in the "Technical Regulations" be or become invalid, this shall not affect the validity of the remaining contractual provisions. In this case, the invalid provision shall be supplemented or amended with the aim to fulfil its intended meaning as best as possible.

9. Applicable law, place of fulfilment, jurisdiction

9.1 In the event of a dispute, the interpretation of the contract and Terms & Conditions shall be based on the German text.

9.2 All legal relations between the Organiser and the Participant shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

9.3 The place of fulfilment and jurisdiction for both parties is Frankfurt am Main, Germany, provided that the Participant is a merchant, legal entity under public law or special fund under public law, or has no general place of jurisdiction in the Federal Republic of Germany or, after conclusion of this contract, moves their

place of residence or usual place of abode to another country or to an unknown place. However, the Organiser also reserves the right to take legal action at the Participant's general place of jurisdiction.