

# TERMS & CONDITIONS OF PARTICIPATION IN EVENTS

These Terms & Conditions apply to participants in all events of any format (hereinafter referred to as Participants).

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## Contractual provisions

Frankfurter Buchmesse GmbH (hereinafter referred to as Organiser) offers Participants various event formats at different locations in front of an audience, which, after selection by the Organiser, will constitute the official programme of events at Frankfurter Buchmesse 2025 (15 to 19 October 2025). Depending on the format, programme items may be recorded and subsequently made available in the Organiser's media library. The right to record or publish exists only if this has been confirmed in advance by the Organiser in writing. The Organiser shall not be liable for any failure on the part of service providers. Participants can book time slots for presentations and other event formats with fixed times to showcase themselves and their content.

## 1. Participants

**1.1** Participation is open to all national and international companies involved in the creation, preparation and distribution of content via media such as books, newspapers, periodicals, teaching materials, audio, visual media, data carriers, online platforms, as well as sponsors/partners of the Organiser. These also include agencies and service providers for media trade and production, non-book suppliers, merchandisers, as well as institutions or associations from the fields of culture and education.

**1.2** Companies whose right to use their company name or significant parts of their company name is disputed by an established previous exhibitor with the same or similar company name may participate if they can prove their right to use the company name by means of a legally binding statement issued by a court of law of the Federal Republic of Germany or whose enforcement has been declared admissible.

**1.3** Companies that have been declared bankrupt cannot participate. If such proceedings are instituted after registration, the Organiser is to be informed immediately.

## 2. Conclusion of the contract

**2.1** Registration for participation in an event format at Frankfurter Buchmesse is done by submitting an event idea via the official Call for Participation online form on the Organiser's website. There is no automatic right to participate. The Organiser selects from submitted events at its own discretion. The Organiser may refuse admission for objectively justified reasons.

**2.2** If the Organiser intends to include the submitted event idea in its programme of events, the Participant will receive a written offer from the Organiser containing a fixed time slot and a venue. The legally binding contract will come into effect as soon as the Participant accepts the offer in writing.

**2.3** Use of the stages and event venues is limited to the purposes of the event and the description specified in the order confirmation, particularly with regard to stated capacity limits. Changes to the event – especially when changes are made to the aforementioned mandatory data – must be reported to Frankfurter Buchmesse without delay. Such changes are subject to verification by Frankfurter Buchmesse.

**2.4** The slots booked on the stages and at the event locations should offer an attractive programme and harmonise with the conceptual framework of Frankfurter Buchmesse's overall programme and the individual stages. The Organiser therefore reserves the right, even after the contract has been concluded, to cancel or reschedule booked slots due to changed circumstances that lie within the Participant's realm of responsibility. In particular, this applies if event details provided by the Participant are incomplete or inaccurate. It also applies if the Participant provides more specific or different information about the event, and it becomes apparent that the event is not compatible with the content of the programme, or there is reason to believe that the event could jeopardise the smooth operation or safety and security of Frankfurter Buchmesse. If necessary, the Participant will also be asked to reschedule a booked slot and/or to switch to a stage that is more suitable for their event. This applies to cases in which compliance with capacity limits for individual stages and event locations cannot be guaranteed. In any case, the Organiser reserves the right to limit access to an event due to capacity or safety concerns. The situation shall be assessed at the Organiser's discretion.

## 3. Services provided by the Organiser

The Organiser is obliged to provide the following services:

- a. Provision of the event location for the duration of the booked slot.
- b. Additional services at Frankfurt Studio:  
For events at Frankfurt Studio from 15 to 17 October 2025, a recording, if indicated in the offer, is a mandatory part of the booking. The costs for this service are included in the event price. The recording includes:
  - i. Post-production of the recording
  - ii. Provision of the recording in the Frankfurter Buchmesse media library for a period of one year
  - iii. Access to the file of the post-produced recording for further use by the Participant

Events on 18 and 19 October 2025 have the option to book a recording that includes the above-mentioned services.



#### 4. Participant obligations

**4.1** In order to ensure the smooth operation and security of the respective event and of Frankfurter Buchmesse as a whole, it is necessary that the Participant and any security personnel commissioned by the Participant work closely with Frankfurter Buchmesse and its security staff, providing the latter with all event and security-related information. Frankfurter Buchmesse is to be informed upon request regarding all of the participant's planned and implemented advertising activities related to the booked event.

**4.2** Please note that the general public, including the press, is permitted to attend all events at the booked stages and event locations.

**4.3** The event will be entered in the Calendar of Events, which will be available from mid-July on the Frankfurt Connect platform.

**4.4** Music playback of any kind is only allowed in compliance with copyright law, and the Participant is responsible for paying the GEMA fee.

**4.5** The volume must not exceed 70 dB(A) at the edge of the stand.

**4.6** As the host or stand operator, the Participant alone is responsible for any damage or consequential damage.

**4.7** The following are not permitted:

- Pyrotechnic displays
- Gas-filled balloons and other flying objects
- Fog machines
- Laser systems
- Use of fuel paste and other fuels
- Burning of candles

**4.8** Any violation of the above rules may result in the immediate termination of an event.

#### 5. Prices

Prices can be found in the offer text, which is part of the contract.

#### 6. Terms of payment

Invoices are to be paid without any deductions upon receipt to one of the Organiser's following accounts:

Frankfurter Sparkasse  
Account: 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: 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: 90 189 100 | Sort code: 500 800 00  
SWIFT-Code/BIC: DRES DE FF XXX  
IBAN: DE96 5008 0000 0090 1891 00

Complaints will only be considered within three weeks of the invoice date.

#### 7. Granting of Rights

**7.1** If the event is recorded, the Participant transfers all rights of use to the Organiser for visual and audio material created during the event. The Participant grants the Organiser, upon creation, an unlimited, transferable and sublicensable right of use in terms of time, content and territory to all works created in relation to this contract. This includes the right to edit the material while respecting personal rights, and to use either the original or the edited version, in particular to exploit the resulting contribution across all currently known and future forms of use.

**7.2** This includes the right to broadcast the material live via any of the Organiser's media channels, as well as to publish the recording after the live broadcast via any of the Organiser's media channels. This includes publication on the Frankfurter Buchmesse website, in the Calendar of Events, on all social media channels, as well as publication in the newsletter and, if applicable, in Zoom events. Furthermore, Frankfurter Buchmesse GmbH is entitled to make the image material available to third parties to promote the event online or in print media.

**7.3** The Organiser acquires the right to reproduce, use, edit and present the work in every conceivable form.

**7.4** The Organiser is also entitled to link the work with other media and to mix it with the intellectual property of other artists, to distribute it and to link it, provided this does not conflict with the rights of third parties.

**7.5** The Organiser is entitled to transfer the right to distribute and present the intellectual property to television and radio stations as well as online media.

**7.6** The Participant shall ensure that they are in possession of all rights required under this agreement. In particular, the Participant shall ensure that they are authorised to transfer the corresponding rights of third parties, for example of persons who perform during the event, and that the rights of third parties are not violated.

#### 8. Liability

**8.1** The Participant shall bear sole responsibility for ensuring that no content used or presented during the event infringes on the

rights of third parties. The Participant shall indemnify Frankfurter Buchmesse GmbH against any third-party claims arising from or in connection with the fulfilment of this agreement.

**8.2** Frankfurter Buchmesse GmbH is not obliged to check entries and content to see if they infringe on the rights of third parties, comply with competition law or violate applicable law. Should third parties assert claims against Frankfurter Buchmesse due to the legal inadmissibility of an entry, the Participant shall indemnify Frankfurter Buchmesse GmbH against all claims asserted, including all costs of necessary legal defence, immediately upon request

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

**8.4** In the event of a violation of the conditions stated here, Frankfurter Buchmesse GmbH reserves the right to remove all of the Participant's content.

#### 9. Cancellation of participation

**9.1** You can cancel your booked slot at any time. To do so, please write to [servicecenter@buchmesse.de](mailto:servicecenter@buchmesse.de). If you cancel before 25 July 2025, a cancellation fee of 20 per cent of the event price will be charged; if you cancel after 25 July 2025, the cancellation fee will be 100 per cent of the event price. In the event that Frankfurter Buchmesse GmbH is forced to cancel an event, participants will be reimbursed for any event fees already paid, unless the Participant has culpably caused the cancellation, e.g. by providing incorrect or incomplete information; in this case, Frankfurter Buchmesse may demand payment of the event price as compensation for damages, provided that Frankfurter Buchmesse was no longer able to fill the vacant event slot.

**9.2** If the event must be cancelled due to unforeseeable force majeure, the contracting parties shall bear their own costs incurred up to that point in time.

#### 10. Data privacy

**10.1** Personal data provided by the Participant to the Organiser during registration and further contract processing will be



processed automatically, considering the provisions of the EU General Data Protection Regulation, the Federal Data Protection Act and the Telemedia Act of the Federal Republic of Germany. The Organiser uses the company and personal data in particular:

- a. To carry out business processes with the Participant.
- b. To send offers related to the event by the Organiser itself or by service providers contracted by it.
- c. To provide information before and after the event.
- d. For advertising by post.
- e. To transmit and update exhibitor lists and to pass on selected data to individual service providers for the fulfilment of contracts.
- f. To create personalised tickets.

Participants may at any time notify the Organiser in writing or by email that they do not wish to receive further information about future events. Detailed information about the way in which Frankfurter Buchmesse GmbH handles personal data can be found at [www.buchmesse.de/en/privacy-policy](http://www.buchmesse.de/en/privacy-policy).

#### **11. Written form, severability clause**

In order to be effective, all contractual agreements within the framework of the processing and further implementation of the contractual relationship must be in writing. 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 of the registration documents, the conditions of participation or 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 interpreted or amended to the extent necessary to most closely reflect the intended purpose.

#### **12. Applicable law, place of performance and jurisdiction**

**12.1** In the event of a dispute, the contractual terms and conditions of participation shall be interpreted based on the original German version of these Terms & Conditions.

**12.2** The entire legal relationship between the Organiser and the Participant shall be

governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

**12.3** The place of performance and exclusive place of jurisdiction for both parties shall be Frankfurt am Main, provided the Participant is a merchant, a legal entity under public law, a special fund under public law, does not have a general place of jurisdiction in the Federal Republic of Germany, or has relocated their domicile or habitual residence abroad or to an unknown location after the conclusion of the contract. The Organiser nevertheless reserves the right to bring proceedings to the Participant's general place of jurisdiction.