

Terms & Conditions for Digital Exhibitors

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These Terms & Conditions of Participation apply to Digital Exhibitors at Frankfurter Buchmesse. Taking place from 18-22 October 2023.

The Digital Exhibitor Directory and Calendar of Events are part of the contract.

The concrete description of services is derived from these Terms & Conditions of Participation and from the information provided in the registration form. Offers made by Frankfurter Buchmesse GmbH (the Organiser) in response to enquiries are non-binding and subject to change.

The Exhibitor Directory will remain available for use until spring 2024.

1. Digital Exhibitors

1.1 All German and foreign companies involved in the creation, preparation and dissemination of content via media, such as books, newspapers, magazines, teaching materials, audio, images, data carriers, and online platforms are eligible to become Digital Exhibitors at Frankfurter Buchmesse. This also includes agencies and service providers for the trade and production of media, non-book providers, merchandisers, as well as institutions or associations in the fields of culture and education.

1.2 Companies whose right to use their company name or essential company components is disputed by a previously exhibiting company with the same or similar company name may become Digital Exhibitors if they prove their right to use that company name with a legally binding title that has been issued by a court of the Federal Republic of Germany or whose enforcement has been declared admissible.

1.3 Companies undergoing legal insolvency proceedings cannot become Digital Exhibitors. If such proceedings are opened after

registration for the Frankfurter Buchmesse, the Organiser must be notified immediately.

2. Establishment of the contract

2.1 When the Digital Exhibitor sends the fully completed and signed registration form provided by the Organiser (via post, fax, or e-mail attachment) by 15 September 2023 at the latest, a binding declaration is made to the Organiser that they wish to take part at Frankfurter Buchmesse.

2.2 If the Digital Exhibitor receives a written or electronic order confirmation from the Organiser after sending the registration form, this confirmation constitutes the admission of the Digital Exhibitor to Frankfurter Buchmesse and thus the finalisation of the contract. There is no legal right to admission. The Organiser shall decide whether to admit the Digital Exhibitor by exercising due discretion. The Organiser may refuse admission for objectively justified reasons. The Organiser is not obliged to give reasons for non-admission to the event.

3. Services of Frankfurter Buchmesse GmbH

After finalisation of the contract, the Digital Exhibitor shall receive access to the following digital services, subject to technical capacities:

3.1 Exhibitor Directory

- Entry of company description, address, telephone, e-mail and website
- Unlimited naming of publication topics and industries
- Link to Frankfurt Rights and access to your entry in the Frankfurter Buchmesse App
- Customizable link to virtual stand (if available), website, etc.
- 1 one-day trade visitor ticket

3.2 Calendar of Events

- Unlimited number of entries of events with possible linking to own digital formats
- Access to your entries in the Frankfurter Buchmesse App

4. Obligations of the Digital Exhibitor/ Liability

4.1 For all content within the context of the provided digital services, the Digital Exhibitor shall bear sole responsibility for the non-infringement of third-party rights and shall indemnify Frankfurter Buchmesse GmbH against third-party claims arising from the provision of services, even if cancelled.

4.2 Frankfurter Buchmesse GmbH is not obliged to check entries and contents to see whether they infringe on any third-party rights, whether they comply with the provisions of competition law, or whether they violate applicable law. Should third parties assert claims against Frankfurter Buchmesse

due to the legal inadmissibility of an entry, the Digital Exhibitor shall upon first request indemnify Frankfurter Buchmesse GmbH against all claims asserted, including all costs of necessary legal defence.

4.3 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 via 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 content of linked websites.

4.4 Frankfurter Buchmesse GmbH reserves the right to remove all of the Digital Exhibitor's content in the event of a breach of the conditions stated here.

5. Fees

Fees can be found on the registration form and in the offers on our website. All prices contained in our order confirmation are binding.

6. Payment deadlines

6.1 Rental and other fees are to be paid in advance before the event, without any deductions, upon receipt of an invoice to one of the following accounts of the Organiser:

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 shall only be taken into consideration if they are received within three weeks of the invoice date.

7. Withdrawal from participation

7.1 The Digital Exhibitor may withdraw from the event until 11 October 2023. The withdrawal fee is 100% of the participation fee. The withdrawal must be submitted in writing to Frankfurter Buchmesse GmbH.

7.2 If Frankfurter Buchmesse has to be cancelled due to unforeseeable force majeure, the contracting parties shall bear their own costs incurred up to that point.

8. Data protection

8.1 Personal data provided by the Digital Exhibitor to the Organiser in the course of registration and further contract processing shall be stored in an automated process, taking into account the provisions of the EU General Data Protection Regulation (GDPR), the Federal Data Protection Act, and the Telemedia Act of the Federal Republic of Germany. In particular, the Organiser uses the Digital Exhibitor's company and personal data:

- / to handle business processes with the Digital Exhibitor
- / to send offers by the Organiser or by commissioned service providers in connection with the event
- / to provide information before and after the event
- / to send advertising via post
- / to transmit and update our exhibitor data and to pass on selected data to individual service providers for the fulfilment of contracts
- / to create personalised tickets

Of course, every Digital Exhibitor is free to

declare to the Organiser in writing or by e-mail that they do not wish to receive further information about future events.

Detailed information on how Frankfurter Buchmesse GmbH handles personal data can be found at

buchmesse.de/en/privacy-policy

9. Written form, severability clause

All contractual agreements within the scope of the processing and further implementation of the contractual relationship must be established in writing in order to be valid. The written form requirement is fulfilled if the declaration is transmitted in electronic form, by fax, or e-mail and is confirmed by the other party. Should individual provisions in the registration documents, the Terms & 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 supplemented or amended in such a way that the purpose intended by it is achieved as closely as possible.

10. Applicable law, place of performance, place of jurisdiction

10.1 In the event of a dispute, the Terms & Conditions of Participation shall be interpreted on the basis of the German text.

10.2 The entire legal relationship between the Organiser and the Digital Exhibitor shall be governed exclusively by the law of the Federal Republic of Germany, under exclusion of the UN Convention on Contracts for the International Sale of Goods.

10.3 The place of performance and jurisdiction for both parties is Frankfurt am Main, provided the Digital Exhibitor is a merchant, a legal entity under public law, or a special fund under public law, or either has no general place of jurisdiction in the Federal Republic of Germany, moves the place of residence or usual abode to another country, or moves to an unknown location after conclusion of the contract. However, the Organiser also reserves the right to take legal action at the Digital Exhibitor's general place of jurisdiction.