

Conditions of Participation of IFA

1. – 6.9.2017

1 Organisers

The IFA is held by the gfu Consumer & Home Electronics GmbH, Lyoner Straße 9, 60528 Frankfurt/Main, and will be arranged on the Berlin Exhibition Grounds. Responsibility for the planning and operation of the show has been assigned to Messe Berlin GmbH. Messe Berlin shall bear legal and financial liability for this event and shall be entitled to assert all claims arising in connection with it.

2 Important dates

Exhibition dates:

1. – 6.9.2017

Application deadline:

15.1.2017

Start of stand constructions

21.8.2017, 7 a.m.

(on request and in case of availability of the hall, an earlier start is possible, including incidental costs)

End of stand construction

31.8.2017, 10 p.m.

Dismantling

7.9. – 10. 9. 2017

Construction and dismantling work may take place from 7 a.m. to 10 p.m. (longer hours by application only, including incidental costs).

The construction and dismantling hours are daily from 7 a.m. until 10 p.m. (Deviations only on special requirement and liable to costs.)

Please note: The last two construction days are also official Press days. Therefore all aisles must be kept accessible.

(Status: 5.8.2016 / Subject to change.)

3 Eligible participants – acceptance / joint exhibits

The IFA is open to all manufacturers, distributors and service organizations active in the relevant industry. Wholesale and retail firms shall be excluded, unless they are importers or manufacturer's agents with sole and exclusive agency rights for the Federal Republic of Germany. The attached Product Group Index lists the products approved for exhibiting and is an integral part of the Conditions of Participation. To be accepted as an exhibitor is subject to the approval of the Exhibition Committee. The Committee may refuse acceptance without stating reasons.

In such cases there is no right to compensation. There also exists no automatic right to admission. If the application is approved, written confirmation will be issued. This confirmation is only valid for the exhibitor named on the application form, and only for the exhibits listed on the application. Full or even partial transfer of the confirmed rights and obligations to a third party or parties is not permitted.

Special agreements in this connection are only valid if confirmed in writing by Messe Berlin GmbH. The allocation of exhibition space and the determination of stand sizes shall be performed by the Committee in consideration of the focus of the exhibition and available space, though it will try to accommodate requests wherever possible. The date of receipt of the application shall have no bearing on these decisions.

No swapping of stand location is permitted without the approval of Messe Berlin GmbH. It is the sole responsibility of each exhibitor to inform himself as to the location of his stand, its exact dimensions, the existence of additional installations or emergency passages, fire extinguishers, pillars, etc. Should Messe Berlin GmbH desire to carry out any alterations to previously officially assigned stand areas (e.g. structural changes, additional installations, etc.), they shall promptly notify any exhibitors affected. Where compelling grounds exist, a new exhibition space may be allocated. In such case, every effort shall be made to assign a space of equivalent value. The exhibitor shall be entitled to withdraw his application within one week after having been notified of the new location.

No claims for compensation shall exist for either party.

Where several exhibitors jointly rent a stand, they shall be jointly and severally liable and shall designate one exhibition representative on the application.

4 Participation costs

Rental prices per square meter:

Row stand area	224.00 Euro/m ²
Corner stand area	248.00 Euro/m ²
Peninsula stand area	268.00 Euro/m ²
Island stand area	288.00 Euro/m ²
Outdoor area	181.00 Euro/m ²
Multi – storey area	92.00 Euro/m ²

The price will be rounded to full square meters, 12 m² minimum. Furthermore, a flat charge for additional services per rented square metres will be demanded. (EUR 10,50/m² for hall – as well as outdoor areas and for multi storeyed construction space). The rental price includes a general Hall surveillance, Hall lightning, the cleaning of the

aisles as well as a number of Exhibitor passes free of charge, dependent on the size of the stand area. This flat-rate does not include water required for exhibitors' air conditioning units.

A flat rate of EUR 6.80 per sqm for global communication/promotional services provided during the year of the event will be additionally demanded to the stand rental fee. The communication and participation services provided in preparation for IFA 2017 and listed in the attached annex are offset by the fees already paid.

This communication fee is charged to each exhibitor/brand up to a maximum of EUR 20,000.

A late IFA registration (after 15 Jan. 2017) does not exempt exhibitors from payment but they will not be refunded.

A surcharge of 0.60 Euro/m² will be imposed in accordance with the agreements of the Ausstellungs- und Messe-Ausschuss der Deutschen Wirtschaft e.V. (AUMA: Exhibition and Trade Fair Industry Association).

In case of application until November 15, 2016, 5% off will be granted for stand areas (row stand area, corner stand area, peninsula stand area, island stand area). Outdoor and special exhibition as well as multi-storey areas are excluded from this rule.

In order to optimise their trade show and marketing high profile, exhibitors are offered a range of mandatory Promotion packages. Costs will be charged dependent on the size of the rental area. For more information, please see page 11 of the application forms.

All charges are net prices and subject to statutory value-added taxes.

5 Cancellation

Contrary to § 8.1 of the General Terms of Business for Trade Fairs and Exhibitions organized by Messe Berlin GmbH, the following cancellation rules apply:

If exhibitors withdraw after the official application deadline, January 15th, 2017, a charge equivalent to 50% of the stand rental is due; for cancellations after April 30th, 2017 the full stand rental is due.

6 Stand construction and furnishing

Details concerning stand construction times are contained in Item 2. Stands can be furnished and completed until 10 p.m. on the last day of construction. All packing materials must be removed by 12 noon on the same day, otherwise it will be removed by Messe Berlin GmbH at the exhibitor's expense.

Exhibitors who fail to occupy their stands by 8 a.m. on the first day of the exhibition, shall forfeit their rights to the stand. Messe Berlin GmbH shall then be at liberty to reallocate this space as it sees fit. The defaulting lessee remains liable for payment of the rental charge.

No stand may be vacated before the end of the exhibition. Dismantling the stand before the official end of IFA will be charged with up to 2.000 €. During the exhibition, items on display may not be hidden from view nor removed without the approval of Messe Berlin GmbH (see Item 16.4, "Penalty Clause" in the General Terms and Conditions for Messe Berlin Trade Fairs and Exhibitions).

All set-up work shall be the responsibility of the exhibitors on the provision that all exhibition stands conform to the overall appearance of the hall.

The stands may not be closed off in direction to the aisles. The stand design and exhibit presentation must be open and welcoming to the public. Exhibitors must ensure that their stands are properly equipped. Hall lighting may be dimmed on request provided at least 80% of the exhibitors in the hall approve, the request has to be submitted at least 14 days prior to move-in, and only if such dimming is technically feasible in that hall. Stand construction and design are subject to the approval of Messe Berlin GmbH. Messe Berlin GmbH reserves the right to refuse acceptance of unsatisfactory work or unapproved constructions and to alter or remove such constructions at the exhibitor's expense.

(Please refer to the technical guidelines contained in BECO, the online order shop IFA) Stand lighting and spotlighting should not cause annoyance either to visitors or to neighboring stands. On request, Messe Berlin can refer exhibitors to contractors who can provide all the necessary services (organization, stand design, press publicity and advertising, recruitment, interpreters, etc.) During exhibition hours, stands must at all times be attended by an agent of the exhibitor. All exhibits must be clearly displayed during these hours.

Assuming that the Technical directives for the design and construction of the stand are adhered to, it is not necessary to submit drawings in order to obtain approval for unroofed single-storey stand structures at ground level in the exhibition halls.

Construction application/ structures requiring a building permit

All exhibition stands and stand structures utilising a special stand construction in the exhibition halls and all stands in outdoor areas, require prior construction approval/stand construction authorisation by Messe Berlin. The application for stand construction authorisation must be submitted in

writing.

Multi-storey structures are allowed, but subject to the approval of the relevant project management of Messe Berlin. The application must be submitted immediately after receiving notification that a stand has been assigned.

Stand drawings with specifications (in duplicate, 1:100 scale or greater), including top and side views, must be received for approval by Messe Berlin no later than 4 weeks prior to the beginning of the construction period.

All required structural data, e.g. for multi-storied areas, stages and platforms, must likewise reach Messe Berlin GmbH no later than 6 weeks prior to the beginning of the construction period. The proposed stand may not be installed until the submitted drawings and structural data have been approved in writing.

Any damage caused by the exhibitor to walls, floors, wiring, in outdoor areas etc. shall be repaired at the exhibitor's expense.

7 Technical guidelines

The Technical guidelines are part of BECO and can be downloaded there. These guidelines provide details of official building and fire regulations as well as special provisions of Messe Berlin GmbH. The guidelines are an integral part of the Conditions of Participation.

8 Technical services

Messe Berlin GmbH shall provide general hall lighting. Telephone, electricity, gas, water and other connections for each exhibition space shall be separately invoiced. Orders can be made via BECO our online order shop. Electrical installation work may also be performed by the exhibitors' electricians. Such work is, however, subject to inspection by a licensed specialty contractor. Messe Berlin GmbH shall assume no liability for loss or damage caused by power supply interruptions.

9 Security, cleaning and waste disposal

a) Security

General hall security will be provided by Messe Berlin GmbH to the extent required for the exhibition starting two days before and ending two days after the exhibition period. Stand security, however, is the sole responsibility of each exhibitor. Security officers to guard the stands may only be obtained from the security company appointed by Messe Berlin.

b) Cleaning

Messe Berlin GmbH will arrange for the thorough cleaning of the aisles. Exhibitors themselves are responsible for cleaning

their own stands. If exhibitors wish to engage the services of porters for their stands, an official cleaning contractor appointed by Messe Berlin can be hired in the interests of uniformity and security. The appropriate order forms are found in the Exhibitor Service Manual.

c) Waste disposal

All waste disposal will be at the exhibitor's expense. This includes the punctual removal of waste materials left over after stand construction and dismantling. Exhibitors may work in an environmentally responsible manner in compliance with Messe Berlin's environmental guidelines contained in the Exhibitor Service Manual.

10 DVB-T and DAB

The reception of digital video and audio broadcast signals (especially DVB-T) cannot be guaranteed in the halls. Please use your own antennas (see also the Exhibitor Service Manual).

11 Broadband distribution network

A broadband distribution network for television and radio signals in the 80 – 862 MHz range is available throughout the Messe Berlin Exhibition Grounds. The broadband distribution network shall be provided by Messe Berlin in a fully operational state to the hall distribution points. Connection to the stands may only be carried out by Messe Berlin or by an official specialty contractor. Installation work within the stand area however, may be performed by an exhibitor-appointed specialty contractor. Broadband requirements should be submitted to Messe Berlin GmbH using the form provided in BECO. Additional information, e.g. on channel allocation, can also be found in BECO.

12 Demonstrations/entertainment

Visual and acoustic performances may only take place in well-screened or closed areas. Such events must be directed towards the interior of the stand with the areas of activity screened from the aisles and thus from public view. Separate rules governing performances are contained in BECO. During the exhibition, the volume of demonstrations shall be set to a level which does not disturb neighboring exhibitors.

- The noise level emitted from a stand may therefore not exceed a mean level (Leq) over four minutes of 75 dB (A) at the stand perimeter. The maximum noise level shall not exceed 85 dB (A).
- Each hour, one presentation lasting no more than ten minutes may produce a mean level over one minute of 78 dB (A) at the stand perimeter. The maximum noise level shall not exceed 85 dB (A) Presentation times shall be coordinated

with the other exhibitors in the hall. Advance notice must be submitted for all live events (e. g. presentations, musical performances, shows, etc.). Initial notification should be given in the stand application. Detailed event plans are to be provided to Messe Berlin GmbH together with the duplicate set-up drawings (plans) for approval. Demonstrations must be coordinated with neighboring stands to prevent visual and acoustic conflict. Messe Berlin GmbH is entitled to prohibit shows and demonstrations for failure to comply with these rules. It further reserves the right to cut off power to the stand and to close the exhibits of repeat offenders by means of a preliminary injunction. This shall apply analogously to all presentations, including those using audio or visual media, which are in any case only permitted provided they do not disturb or annoy neighboring exhibitors and do not block the aisles.

13 GEMA fees

For the public performance or reproduction of copyrighted music and for musical performances a GEMA license must be obtained. GEMA is the Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte (Society for Musical Performing Rights and Mechanical Reproduction Rights).

Orderform can be found in BECO.

14 Sales and advertising

The acceptance of orders from resellers is not subject to any restrictions or fees. Direct sales and deliveries are not permitted at the exhibition.

At their stands, exhibitors may only distribute advertising material which promotes their own company and those products currently on exhibit. Exhibitors may perform no manner of advertising for their buyers nor for any other company.

Outside rented stand areas, no form of advertising is permitted within a designated area of the Messe Berlin Exhibition Grounds, e. g. the display and distribution of printed materials or samples or written materials placed on hall walls. This ban likewise includes the distribution of drinking cups, cans, gas-filled balloons, and similar items displaying printed advertising. Excluded from this prohibition are actions by exhibitors promoting activities of general exhibition interest which have coordinated with Messe Berlin. Any unauthorised advertising will be removed by Messe Berlin GmbH at the exhibitor's expense. Exhibitors are also liable for infringements of these regulations by their co-exhibitors or by other companies represented at their stand. Messe

Berlin is authorised to prohibit or remove any announcements which in its opinion contravene statutory regulations, as well as advertising that is displayed or otherwise carried out without authorisation, and to do so without first consulting with the exhibitor and without recourse to the courts. The costs of such action shall be borne by the responsible exhibitor. The decision of Messe Berlin GmbH is final. External signage at stands may consist only of the company name and trade name or logo.

15 Photography and illustration

Photographs or illustrations intended for commercial use may only be made with the express approval of Messe Berlin GmbH. Apart from photographers approved by Messe Berlin GmbH and holding the appropriate pass only photographers in the employ of exhibitors will be granted permits for taking photographs of stands. The relevant applications (including nighttime photography) should be sent to Messe Berlin GmbH no later than one week prior to the start of the show. Photographers are only allowed access to neighboring stands with the express approval of the stand occupants. Press photographers holding the appropriate pass do not require special approval from Messe Berlin GmbH to take press shots during exhibit hours.

Messe Berlin GmbH is entitled to take photographs or produce illustrations, films, etc. of the exhibition stands or the exhibits for use in its publications. Exhibitors waive all defenses based on copyright

16 Delivery , Transportation, stand clearance

Delivery and pick-up of exhibits and the clearance of stands shall be done at the exhibitor's own risk and expense. In the interest of efficient movement of goods and vehicles, we recommend that you engage the services of a professional carrier. Please observe the Traffic guidelines. These govern goods delivery and collection as well as grounds access for all vehicles. During the exhibition period, motor vehicles without a Grounds parking permit may only be loaded and unloaded on the exhibition premises between 7 and 10 a.m. and between 6 and 7 p.m. During exhibition hours, these vehicles are not permitted on the grounds. When entering the grounds at the specified times, drivers are required to leave a deposit. This deposit will be retained if the vehicle remains on the grounds beyond the prescribed time limit. Car occupants must be in possession of a valid ticket.

17 Exhibitor passes, exhibition hours

Complimentary exhibitor passes valid for the duration of the show for exhibitors and their employees working at the exhibition will be issued as follows:

For stands up to 20 m ²	3 passes
For each additional 10 m ² and remaining fraction (multi-storey structure excluded)	1 pass

If additional exhibitor passes are required they can be ordered in BECO. Exhibitor passes are valid only for the person in whose name they are issued. Holders must also be in possession of an official photo identity document. Misuse of the passes shall result in their confiscation without compensation. Liability for misuse of passes will rest with the exhibiting firm in whose name the passes were issued. It is recommended that exhibitors submit a single order for all required passes using the forms contained in the Exhibitor Service Manual.

Official exhibition hours are 10 a.m. to 6 p.m. (subject to change). Holders of exhibitor passes may enter the grounds two hours before the exhibition opens as well as during the construction and dismantling period. All exhibitors and their personnel must vacate their stands no later than one hour after the official closing time of the exhibition. Dealers' presentations, press conferences and similar events in the vicinity of stands are permitted outside official exhibition hours, i. e. before 10 a.m. or after 6 p.m., provided the events have been registered with and approved in writing by Messe Berlin GmbH. The cost of additional security (i.e. security staff) shall be borne by the exhibitor. With the exception of press conferences, no special events will be permitted at stands prior to the first day of the exhibition period.

18 Construction and dismantling passes

Free C&D passes will be issued to construction and dismantling personnel by Messe Berlin GmbH. Persons wishing to leave the exhibition with packages or items having the appearance of exhibits must be able to demonstrate authorization to gate staff.

19 Assertion of claims

All agreements affecting exhibitors require the written approval or written acknowledgment of Messe Berlin GmbH. All claims must be submitted to Messe Berlin GmbH no later than four weeks following the close of the exhibition. Claims received after that time will be considered barred by limitation. This shall not affect claims for the full stand rental charge.

20 Terms of payment

The due date for payment of the stand rental is shown on the stand rental invoice. If a larger space than that originally requested is subsequently required and allocated, the additional charge shall be payable on receipt of the invoice.

Please cite your invoice and account numbers when issuing payment.

Important notice: in case of posterior alterations of invoices, a fixed amount of EUR 210,00 plus VAT will be charged.

21 Stand dismantling

After the period allowed for dismantling has elapsed, Messe Berlin is entitled to carry out or commission unperformed dismantling work and the removal and storage of exhibits. Messe Berlin accepts no liability for loss of or damage to exhibits, except in cases of willful intent or gross negligence. Messe Berlin is entitled to impose liens for the costs incurred. The liability of the exhibitor to Messe Berlin covers the handover of the stand area, swept clean, at the stated time, irrespective of whether the exhibitor or a third party is responsible for the dismantling work.

22 Legal venue

The place of fulfillment and legal venue for all mutual obligations shall be Berlin, Germany.

Please also refer to item 23.3 of the General Terms and Conditions for Trade Fairs and Exhibitions organised by Messe Berlin

23 Note

By completing the application, the lessee of the stand accepts, for himself, his employees and agents, these Conditions of Participation as well as all local laws, in particular fire safety ordinances, business regulations, all other legally binding regulations, and the rules of Messe Berlin.

Within the halls Messe Berlin exercises its rights of possession and is entitled to expel persons from the exhibition without notice who fail to observe the above conditions and regulations. Should the lessee or his employees or agents fail to follow the instructions of Messe Berlin GmbH, Messe Berlin GmbH is entitled to order the stand cleared and the exhibits stored at the lessee's expense. In so doing, Messe Berlin GmbH will not assume liability for these items or for any damage they may suffer.

These Conditions of Participation are supplemented by the General Terms and Conditions for Messe Berlin Trade Fairs and Exhibitions, which are printed below and likewise binding to all exhibitors.