

# ALPINMESSE, 16-17 NOVEMBER 2024

Location: Messe Innsbruck, Kapuzinergasse 11, A-6020 Innsbruck



## REGISTRATION FORM | PARTICIPATION FORM

Close of registration: 26<sup>th</sup> July 2024



**Bonus for early booking  
until 17<sup>th</sup> May 2024:  
-10 % discount on spacerent**

### Organizer:

Congress und Messe Innsbruck GmbH. Registered office: Rennweg 3, A-6020 Innsbruck, phone: +43 (0) 512 5383-0, fax: +43 (0) 512 5383-2159, www.cmi.at  
VAT: ATU 31718503, DVR-No.: 0092207, FN 36779m, Landesgericht Innsbruck  
Locations: Congress Innsbruck, Messe Innsbruck, congresspark iglts

Please send the filled in forms to fax: +43 (0) 512 5383-2159 or to alpinmesse@cmi.at

### CONTACT DETAILS

Company name	
CEO / Managing Director	VAT No. (obligatory)
Street	Telephone no.
Postcode, City, Country	Fax
E-Mail	Website

### CONTACT PERSON

Name / Surname	E-Mail	
Telephone no. with dialing code	Mobile phone no.	Fax

### BILLING ADDRESS

Company name (if different)	Postcode, City, Country (if different)
Street (if different)	E-mail for sending invoices (obligatory)

### PRODUCT INFORMATION

Which company do you represent?

What goods will be exhibited? Only registered goods will be able to be exhibited

You are a  Producer  Dealer  Agent

Yes, we have co-exhibitors at our Stand (Registration fee € 350.00) >> Please fill in page 3 separately for every co-exhibitor.

### ENTRIES IN THE EXHIBITION MAGAZINE AND ONLINE CATALOG

#### 1. Alphabetical list of exhibitors

Under which Letter of the Alphabet do you want do be listed?

Company	
Street	Telephone no.
Postcode, City, Country	Fax
E-Mail	Website

#### 2. Topics/ Product Index

<b>1</b> SKI / SKITOURS / FREERIDING <input type="checkbox"/>	<b>2</b> ALPINE SAFETY <input type="checkbox"/>	<b>3</b> CLIMBING <input type="checkbox"/>
<b>4</b> TRAILRUNNING / BIKING <input type="checkbox"/>	<b>5</b> TRAVEL <input type="checkbox"/>	<b>6</b> FIRST AID & RESCUE SYSTEMS <input type="checkbox"/>
<b>7</b> OTHER <input type="checkbox"/>		

Description for the Alpinmesse-Guide (Products / Brands; max. 200 Characters)

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**ROW STAND (1 side open, min. 10 m<sup>2</sup>)**

	€/m <sup>2</sup>	size m <sup>2</sup>	length m	depth m
<input type="checkbox"/> 10 to 29 m <sup>2</sup>	75,70			
<input type="checkbox"/> 30 to 99 m <sup>2</sup>	72,20			

**CORNER STAND (2 sides open, min. 15 m<sup>2</sup>)**

	€/m <sup>2</sup>	size m <sup>2</sup>	length m	depth m
<input type="checkbox"/> 15 to 29 m <sup>2</sup>	83,70			
<input type="checkbox"/> 30 to 99 m <sup>2</sup>	79,20			
<input type="checkbox"/> from 100 m <sup>2</sup>	74,50			

- We require back and side walls (included in squaremeter price)
- We have our own booth system with the dimensions \_\_\_\_ x \_\_\_\_ m

- Registration fee (obligatory) incl. catalogue entry and link in online directory and in the exhibitor list: € 145,00
- Disposal fee (obligatory): € 3.00/occupied m<sup>2</sup>
- Flat-rate energy fee (obligatory): € 3.80/occupied m<sup>2</sup>
- You receive 50 admission codes for your costumers

**CONTACT DETAILS SERVICE ORDERS**

Name	Surname
E-Mail	Telephone no.



**3. Sales**

I am aware of the fact that the sale at the Alpinmesse is limited to following products: travels, publications and accessories (caps, headbands, scarfs, cuffs, socks, glasses, sports nutrition, care products and drinking bottles). Orders can be gladly made on-site. Payment and delivery takes place outside the Alpinmesse.

**ATTENTION!**  
Please fill in completely!

The enclosed Special Contract Supplement: Changed conditions, circumstance clause – agreement as well as the Special Terms and Conditions of Participation and the General Terms and Conditions (GTC) for Events of Congress und Messe Innsbruck GmbH (CMI) are acknowledged in all parts.

We regret we cannot process unsigned or incompletely filled in applications (also applies to the registration or entry into the exhibition magazine) Registrations by fax must be replaced by the original please. **Please action any other technical ordering using the Exhibition Service booklet, which you will find online on [www.alpinmesse.info](http://www.alpinmesse.info).** All prices excluding 20 % VAT and 1 % legal fee of the gross invoice total.

Place / Date \_\_\_\_\_ Stamp / legally binding signature \_\_\_\_\_

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**CO-EXHIBITORS**

Please send the filled in forms to fax: +43 (0) 512 5383-2159 or to alpinmesse@cmi.at

**CONTACT DETAILS CO-EXHIBITOR**

Company name \_\_\_\_\_

CEO/Managing Director \_\_\_\_\_

Street	Telephone no.
Postcode, City, Country	Fax
E-Mail	Website

**CONTACT PERSON CO-EXHIBITOR**

Name/surname	E-Mail
Telephone no. with dialling code	Mobile phone no. Fax

**PRODUCT INFORMATION CO-EXHIBITOR**

Which company do you represent? \_\_\_\_\_

What goods will be exhibited? \_\_\_\_\_

Only registered goods will be able to be exhibited.

You are a  Producer  Dealer  Agent

**REGISTRATION FEE**

€ 350,00 per Co-Exhibitor

Sent bill to:  Main Exhibitor  Co-Exhibitor

**BILLING ADDRESS CO-EXHIBITOR**

Company name (if different)	Postcode, City, Country (if different)
Street (if different)	E-mail for sending invoices (obligatory)

**2. Topics/ Product Index**

<b>1</b> SKI / SKITOURS / FREERIDING <input type="checkbox"/>	<b>2</b> ALPINE SAFETY <input type="checkbox"/>	<b>3</b> CLIMBING <input type="checkbox"/>
<b>4</b> TRAILRUNNING / BIKING <input type="checkbox"/>	<b>5</b> TRAVEL <input type="checkbox"/>	<b>6</b> FIRST AID & RESCUE SYSTEMS <input type="checkbox"/>
<b>7</b> OTHER <input type="checkbox"/>		

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Place/date \_\_\_\_\_ Stamp/legally binding signature \_\_\_\_\_

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### Data protection regulations

The protection of your personal data is very important to us. In accordance with the GDPR we would like to draw your attention to our privacy policy in connection with your rights and options for lodging objections. You will find the privacy policy on our website under the following link: <http://www.cmi.at/en/privacy.html>

Congress und Messe Innsbruck GmbH, Rennweg 3, 6020 Innsbruck, +43 (0) 512 5383-0, [office@cmi.at](mailto:office@cmi.at), processes the personal data of contact persons provided by you in this registration form/participation form for Alpinmesse or, insofar as the exhibitor is a natural person, their data for rendering the services selected in this registration form/participation form on the basis of fulfillment of the contract. If it is necessary in order to render the services selected in this registration form/participation form for Alpinmesse, Congress und Messe Innsbruck GmbH will forward your personal data to the relevant subcontractors. Apart from this, your personal data will not be disclosed to any third parties. Insofar as there are no statutory duties of preservation and your personal data is not required for the assertion, exercise or defense of legal claims, your personal data will be erased after full processing of the contractual relationship. Congress und Messe Innsbruck GmbH likewise processes your personal data for direct marketing purposes based on justified interests. You may lodge an objection to the processing of your personal data based on justified interest at any time.

As the data subject you have a right to receive information, to lodge an objection and a right of rectification, erasure, restriction of processing and portability of your personal data. You may assert your rights at [privacy@cmi.at](mailto:privacy@cmi.at). You also have a right to lodge a complaint with the Austrian data protection authority.

### Special Contract Amendment:

#### Altered circumstances, *clausula rebus sic stantibus* – agreement

##### 1. Subject matter

CMI is the organizer of this event. The renter/exhibitor has contacted CMI of their own accord in relation to their requirement to book a stand area and any relevant services, with the aim of taking part in the event that forms the subject of this agreement on the aforementioned date, in the aforementioned rooms/foyers/halls/areas at one of CMI's locations.

Following checks by CMI, the next step is to establish whether the requested area can be made available to the renter/exhibitor for the event that forms the subject of this agreement. If this is the case, CMI will issue a permit with a specific exhibition stand position.

##### 2. Basis of the planning

CMI is entering into this contract based on anticipatory planning according to the principles of cost effectiveness, frugality, and efficiency, especially considering the possibility for planning this event over the medium or long terms.

This relates to the location, time, and scope of the Event and, in particular, the date when the Event, trade fairs and events (also referred to below as "Event") take place.

##### 3. Basis of the special contract amendment

The renter/exhibitor confirms that, before and while entering into the contract, it obtained of its own initiative all relevant factual and legal information on whose basis it is entering into this agreement at this time (= date on which this contract was prepared, which also includes this special contract amendment).

The parties acknowledge that special circumstances exist at this time (item 4) that make it necessary to supplement the contract accordingly or to refer to those circumstances.

##### 4. Special circumstances

The special circumstances to which this clause refers include without limitation acts of war in Europe that directly or indirectly impact the Austrian economy due to (1) supply bottlenecks regarding goods and services, mostly those affecting the supply and delivery of energy, (2) possible coercive and managerial measures taken by national and supranational authorities, and (3) changes made to the legal statutes, ordinances, and other provisions of national, international, and supranational law that apply in Austria through

amendments that refer to them. The items shown also include unforeseeable effects and the circumstances and consequences resulting from the currently extremely high inflation.

##### 5. Starting situation

At the time of contract formation, it may not be possible to predict whether, how and especially under which circumstances the event covered by the contract can take place. The renter/exhibitor makes their booking for participation in the event in full cognizance of these conditions and the resulting uncertainties.

5.1. The renter/organizer knows that, due to the extraordinary situation that exists in terms of the economy, politics, security, and supply – especially considering the problems and issues related to the energy industry and any associated changes in economic circumstances and living situations – such planning is currently possible only in part.

5.2. It cannot be ruled out that the conditions and possibilities for planning a particular Event will decrease further, and that this might alter the factual and legal framework that is binding for that Event.

5.3. Circumstances can therefore arise that cause the legal conditions, the actual plannability and feasibility, and the economic possibilities for the Event to be completely different from those that applied when the contract was formed. This may, in turn, entail additional costs for the renter/organizer and may also result in the relevant event not being able to be held, or only to a limited extent, or only under entirely different conditions.

##### 6. Contract clause – general description

To contractually regulate the possible consequences and effects of these special circumstances, the parties hereby agree to these supplemental contract provisions as part of an individual agreement to optimally ensure that current challenges can be met appropriately.

The following agreements serve and pursue the possibility of entering into additional contracts, despite the given situation, and agreeing on a basic legal framework and framework for action within which reactions to the altered circumstances referred to can be made. These agreements do not affect any agreements or provisions in Congress und Messe Innsbruck GmbH's General Terms and Conditions (GTC) for Events, in the Special Conditions of Participation for this event or the special agreement on the consequences of the COVID-19 pandemic.

##### 7. Special agreements

###### 7.1. The booking and the contract are subject to these special conditions

The booking for participation in the Event is made by the renter/exhibitor in full knowledge of the circumstances and, in particular, the underlying legal, factual, and especially economic framework and any resultant uncertainties.

###### 7.2. The organizer does not serve as an advisor

CMI accepts no liability or responsibility for these special circumstances and, in particular, does not undertake to provide any advisory services on the described factual and legal framework, economic possibilities, any default liabilities or other instruments that may be provided by public authorities and/or other legal entities. Services in that respect which are rendered voluntarily, in good faith, or to provide support as part of good, existing business relationships do not establish any liability.

###### 7.3. The renter/exhibitor is responsible for planning its own participation in this event

It shall be the sole responsibility of the renter/organizer to obtain information about these issues which is important or essential from their point of view and to create the basis for their decision.

In this context, CMI shall have no ancillary or other contractual obligations, no obligations to provide information, clarification or advice and therefore cannot be held liable for a breach of such duties.

The same shall apply in all cases in which CMI itself, as the organizer and/or within the framework of its own business operations, is no longer able, for material or legal reasons, to maintain its own operations and therefore also unable to run the event due to conditions, requirements or a change in the legal framework in connection with the given circumstances; the same shall apply if it is no longer reasonably possible to

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maintain the operations and run the event; in such a case any liability on the part of CMI shall also be excluded.

### 7.4. Exclusion of binding commitments

CMI is therefore unable to provide the renter/organizer with any kind of assurance that this event can or will take place on the planned date or in the desired rooms/foyers/halls/areas or that the requested trade fair stand will be available at a specified location, and that the event can take place with a specified number of exhibitors or a desired number of visitors or a specific supporting program or across the entire planned trade fair period. CMI is not required to offer the renter/organizer alternative options in terms of date, stand location or similar, or to have these available, based on an objective assessment of the conditions, especially under the given circumstances.

### 7.5 Consultations

If such conditions arise, CMI shall contact the renter/exhibitor (consultation mechanism). This must be done in writing, and the essential circumstances that have changed must be specified. That notification in accordance with this clause must specify, describe, and explain the circumstances to which the changes that have arisen since the effective date of contract formation refer.

### 7.6 Option to amend the contract

As part of that process, the notification must state whether there is a compulsory reason why this Event can no longer be held (due to a statutory prohibition, lack of power supply, lack of adequate delivery of energy, or other circumstances arising from the reasons listed) or a change on whose basis a contract amendment is required.

### 7.7. Exclusion of liability

Consequently, it also cannot be CMI's responsibility if laws or bylaws, or the organisation of the event that forms the subject of this agreement, don't lead to the desired result – either for legal or actual reasons – namely the running of the event on the aforementioned date in the intended rooms/foyers/halls/areas at one of CMI's locations. This applies even if holding an event is no longer reasonable, economically or factually, due to increased prices and supply shortages.

It is exclusively on this basis that a contract can be concluded.

CMI therefore accepts no liability at all, in whatever form and howsoever named, in cases where it becomes impossible to hold the event for the above-mentioned or related reasons, or for reasons resulting therefrom, and/or if the renter/participant has to cancel or CMI needs to cancel the event for stringent legal, actual or similar reasons, resulting in the contract not being adhered to, or requiring the contract to be annulled or leading to any other legal or actual infringement of the contract.

This means in particular that CMI shall not compensate, pay or accept liability for any costs, expenses or fees whatsoever and shall not be liable for any compensation or any other payments or services of any kind whatsoever.

### 7.8. Exclusion of warranty

Due to the given circumstances, any warranty for the rendering of the services owed by CMI under the contract is excluded. Therefore, CMI can assume no liability or warranty for circumstances that arise, occur, or accrue within the scope of this clause, and can give no binding commitment for the entire or partial rendering of the contractual services.

### 7.9. Exclusion of the assumption of costs

This means in particular that CMI shall not compensate, pay or accept liability for any costs, expenses or fees whatsoever and shall not be liable for any compensation for damages or any other payments or services of any kind whatsoever.

Furthermore, reimbursement of taxes, cash outlays, duties, fees and the like, of any kind, reimbursement for loss of confidence or expenses of third parties, and any performance caused by or in the wake of the above-mentioned circumstances – whether the claims are direct or indirect – shall be excluded even if non-mandatory legal provisions would provide for such reimbursement. Their application is hereby excluded. Furthermore, the provisions of the individual preceding paragraphs shall also apply to all circumstances mentioned separately therein.

### 7.10. Principle of autonomy

The renter/organizer shall consider all statutory provisions and additional obligations in this context and implement them autonomously.

The General Terms and Conditions (GTC) of Congress und Messe Innsbruck GmbH for Events as well as the Special Conditions of Participation for this event shall apply unless otherwise agreed, supplemented or otherwise clarified in these preceding paragraphs.

### 7.11 Cancellation of participation in the event by the renter/exhibitor

In cases where the renter/organizer cancels their participation in the event that forms the subject of this agreement, for legal, actual or other reasons in relation to the above mentioned circumstances, the contractual relationship between CMI and the renter/exhibitor shall be annulled. The conditions for withdrawal or cancellation of the contract according to the Special Conditions of Participation for the relevant event apply.

The renter/exhibitor shall inform CMI immediately upon the participation cancellation becoming known.

### 7.12. Exclusion of a legal basis

The renter/organizer acknowledges that each party shall not actually or legally refer to any consequences of the circumstances described as the existence of force majeure.

### 8. Priority; Individual agreement

This agreement is deemed entered into only on the basis of these terms and provisions as well.

### 9. Agreement clause; Explanation; Final provisions

By signing, the renter/organizer confirms that the content of these contract provisions and any unresolved issues in that regard have been discussed before this agreement was formed; the actual, economic, and legal bases of the contract provision are hereby brought to the attention of the renter/organizer through this special agreement and that party has been given the opportunity to examine this clause, whose basis lies in being able to react to possible special circumstances in the wake of the general crisis and plan and set up CMI's operations on an economically viable basis. In particular, we emphasize once more that the current general legal situation, the actual developments that are unforeseeable from today's perspective, and the ensuing legal provisions, standards, and instructions demand that these circumstances be reacted to as flexibly as possible – especially since neither the energy provision nor measures to steer the economy can be excluded in the area that, under certain circumstances, might lead to a totally different fundamental situation overnight. Therefore, an appropriate, objective balance and equilibrium regarding the regulations in question are objectively and legally necessary to continue to enable the basic provision of space and facilities of CMI on such a basis and maintain operations that also lie in the public interest. The complexity of the regulations corresponds to those of the general situation; therefore, changes, supplements, and additional notifications must remain reserved, so these provisions apply in addition to any other agreements including any regarding the existing COVID-19 provisions. This contract amendment is subject to the provisions of Austrian law excluding those governing Verweisungsrecht (transfer of action). Innsbruck is the forum for the purposes of § 104 JN [Austrian Court Jurisdiction Act].

(Last Revised: October 2022)

### Special Terms and Conditions of Participation

Without prejudice to mandatory statutory provisions, all service agreements concluded between Congress und Messe Innsbruck GmbH – Headquarters Rennweg 3, 6020 Innsbruck – (CMI) and the exhibitor and all additional agreements made in the course of the execution of the exhibition shall be subject to the attached General Terms and Conditions (GTC) for events of CMI and the following Special Terms and Conditions of Participation, whose applicability the exhibitor shall confirm by their signature. The term "exhibition" as used hereinafter shall include any type of presentation as part of the trade fair subject to the contract.

#### 1. Dates and opening times

1.1 Alpinmesse starts on Saturday, November 16, 2024 and closes on Sunday, November 17, 2024. Opening times: For exhibitors Saturday from 7:00 am to 7:30 pm & Sunday 8:00 am to 10:00 pm, for visitors Saturday from 10:00 am to 7:00 pm & Sunday 10:00 am to 5:00 pm.

1.2 The exhibitors are requested to advise their booth personnel that staying in the booths after 7:30 pm resp. 10:00 pm cannot be permitted under any circumstances on safety grounds (night security). Events by exhibitors at

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their stand after 6:30 pm registered with the trade fair management are exempted from this.

### 2. Registration

2.1 The registration for participation in Alpinmesse is to be made to Messe Innsbruck, Kapuzinergasse 11, 6020 Innsbruck, by July 26, 2024 at the latest, via registration form (participation form). Only the official, completely filled in registration form, with the enclosure for entry into the exhibition catalogue, shall be valid as a basis for possible allocation of a booth.

2.2 Applications received by the specified time shall be considered in light of the exhibition space available, however, the exhibition management reserves the right to reject applications without giving reasons.

2.3 Sales at the alpine fair are restricted to the following products: travels, publications and accessories (exhaustive: caps, headbands, scarfs, cuffs, socks, glasses, sports nutrition, care products and drinking bottles). Orders can be gladly made on-site. Payment and delivery takes place outside the Alpinmesse. In the event of non-compliance, a contractual penalty will be charged.

### 3. Space and booth allocation

3.1 CMI shall endeavor to meet the requirements specified by the exhibitor in their application for participation, however, the exhibitor shall not have any legal entitlement thereto or to a specific location within the exhibition area. The exchange of spaces with other exhibitors as well as the provision of the space to third parties shall require the prior consent of CMI.

3.2 If a booth or an exhibition space is not occupied in due time, CMI shall be free to otherwise dispose thereof. Fees already paid shall be forfeited; damages or claims based on unfair enrichment of the exhibitor who failed to show up in due time shall be excluded. Any losses and expenses incurred by CMI due to the default of the exhibitor are to be reimbursed by the latter.

### 4. Passes and tickets

4.1 Each exhibitor shall receive exhibitor's passes free of charge depending on the size of the booth. Up to 30 sqm – 6 exhibitor passes, for each additional 15 sqm or part thereof – 2 exhibitor passes, free of charge. Erection and dismantling tickets (only valid before the start and after the end of the exhibition) shall also be free of charge.

4.2 If exhibitor passes over and above this are required, these are to be requested upon application for a charge. Alternatively, they shall be available at the main information desk, East entrance during the trade fair.

4.3 These passes and tickets shall not be transferable. Passes and tickets shall be withdrawn if misused.

### 5. Scope of use

5.1 The exhibitor's right of use only covers contractual exhibition contents and the times and purposes agreed.

5.2 The exhibitor is to inspect the booth location allocated to them for proper condition upon acceptance and must notify of any deviations from the contractually agreed condition immediately; later complaints shall be excluded.

### 6. Technical booth design

6.1 The permission to participate in the exhibition subject to the contract shall be bound to compliance with the conception stated in the application for participation (registration form). Fixed constructions shall require an additional permission by CMI, and the erection of such constructions must not be started until such permission is given.

6.2 Should the nature of the exhibition so require, CMI shall be entitled to effect a demarcation of the exhibition spaces by means of stable exhibition booths (2.5 m in height, 1.5 m in width). Any passing over the booth walls (including for the purpose of installing company nameplates), the use of the exterior booth walls for advertising purposes and the extension of booths in terms of size shall require the express consent of CMI.

6.3 In each case, the exhibitor is to obtain information regarding the maxi-

mum load of the exhibition spaces and must urgently comply with those; generally speaking, concentrated loads by heavy objects are to be avoided. Moreover, attention is to be paid to the fact that, in the area of the cable channels and outlets, the load capacity is considerably lower. Possible static measures are to be discussed and agreed with CMI in any event.

6.4 The production of all flying points/ceiling suspensions must be ordered in good time from the responsible CMI contractual partner in advance of the trade fair. In accordance with the static specifications, the maximum permissible loads must not be exceeded.

### 7. Appearance

7.1 The booth shall be equipped with an accurate company name of the company registered as an exhibitor and brand and must not violate public policy in its design, must not be of a political nature and not have a disturbing effect either on persons or on facilities.

7.2 The back walls to the booth neighbors are to be uniformly designed in white.

### 8. Erection and dismantling

8.1 Trade fair goods may be brought in and stands set up with advance registration from Thursday, November 14, 2024 upon presentation of payment confirmation. Setup and decoration work must be completed by Friday, November 15, 2024, at 9:00 pm.

8.2 Stands may be taken down from 5:30 pm on Sunday, November 17, 2024, at the earliest and work may only be carried out until 10:00 pm. Dismantling work must be completed by Monday, November 18, 2024, at 5:00 pm.

8.3 The booths and exhibition spaces are to be occupied and vacated in good time. In the interest of the exhibition, early dismantling shall not be permitted. Failure to comply will result in a penalty of € 500.00 becoming payable.

8.4 If the periods for erection and dismantling are exceeded, the exhibitor shall bear the costs and risk of the resulting consequences.

8.5 Following the close of the exhibition, the exhibitor shall return everything to its original condition. In particular, the exhibitor shall remedy any damages to floors and walls which are the result of using artificial tape and nails, etc., within the period for dismantling, and the exhibitor shall carry out any paintwork required in order to restore the condition at the time of handover.

8.6 If the exhibitor defaults with regard to their obligations, such restoration shall be effected by CMI at the expense of the exhibitor.

8.7 Moreover, all exhibition goods and objects remaining on the exhibition grounds after the period of dismantling shall be removed at the expense and risk of the exhibitor.

### 9. Safety and fire protection

9.1 In the entire area of the exhibition building, including the open-air area, the handling of open fire and easily flammable liquids or elements shall be strictly prohibited. The use of candles, oil lamps or similar as table decoration shall only be permitted with the consent of CMI. The introduction of liquid gas containers (propane – butane) and other pressure containers and pressure cylinders shall generally be prohibited.

9.2 Fitments, decorations, devices, wings, etc. prepared by the exhibitor may be erected and used only with the express consent of CMI. Even then, only flame-resistant objects or objects made flame-resistant via a legally permitted, state-of-the-art impregnating agent may be introduced or installed. Easily flammable material (e. g. paper, wood shavings, straw, rush matting, mulch, etc.) must generally not be used; materials for decorative purposes must be classifiable into the flammability classes B1, Q1 and TR1. Objects of decoration must in any case be positioned outside of the visitors' reach and must be arranged in such a manner that cigar and cigarette waste or matches cannot come into contact with them. The use of pyrotechnical effects shall require the express consent of CMI. In any event, the exhibitor shall be liable for the legal permissibility of their design intentions.

9.3 Emergency exits, fire alarms, hydrants, smoke dampers, electrical dis-

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tribution boards and switchboards, telephone junction boxes, as well as heating and ventilation systems, must be freely accessible and free from obstruction at all times.

9.4 The exhibitor shall exclusively employ qualified personnel for the performance of work. The technical and electrical systems of the exhibition buildings and grounds must only be operated by employees of CMI; these are to be requested separately if required.

9.5 In case of non-compliance with the statutory requirements, including those pertaining to e. g. youth protection, CMI shall be authorized to intervene via its own security personnel and to exclude guests or visitors from further attendance of the exhibition and/or to take other suitable measures, including towards the exhibitor's employees. In the event of gross disregard of regulations relevant to security, CMI shall be authorized to close the booth without delay. Any claims for compensation resulting therefrom shall be excluded.

### 10. Insurance and surveillance

From Thursday, November 14, (7:30 am) to Monday, November 18, 2024, (5:00 pm) surveillance of the exhibition site during day and night will be carried out by trade fair officials. However, no liability shall be accepted for damage to persons or property or for theft. The exhibitors are thus urged to take account of this state of affairs by taking out their own insurance. For fixed booths, the exclusion of liability by CMI shall extend over the whole year.

### 11. Terms of payment

11.1 Unless otherwise agreed, all invoices in connection with the exhibition shall be due within 14 days upon receipt of invoice without any deductions. This period shall be reduced if the invoice is issued shortly before the event. The down payment invoice must always be paid before the trade fair.

11.2 To the extent that payments have not already been received by CMI, the exhibitor shall provide evidence of the full payment of the invoice amount by submission of payment documents, including a confirmation of execution of the relevant bank, or by a confirmation of cash payment; prior to providing this evidence, the booth must not be occupied and CMI is entitled to refuse participation in the trade fair.

11.3 All ancillary and special services ordered by the exhibitor such as technical stand equipment, etc., can be invoiced partially or fully before the event via a down payment invoice. Orders for additional ancillary and special services by the exhibitor or its authorized officers after the down payment invoice, and consumption-dependent services of all kinds shall be invoiced during or after the trade fair in question. If a permit has been issued for the extension of a booth in terms of size, the final calculation of the booth rental shall be effected in accordance with the subsequent measurement.

11.4 Any bank charges upon transmission shall be for the account of the exhibitor.

11.5 In the event of default of payment, the statutory default interest shall be paid.

11.6 A set-off of counter-claims against the stand rent due plus surcharges or other payment obligations in the agreements made shall be excluded.

11.7 If the invoice is not paid by the due date, the Congress und Messe Innsbruck GmbH shall be free to re-allocate the stand space.

### 12. Cleaning

12.1 The cleaning of the exhibition rooms and passageways shall be carried out by CMI. The exhibitor shall be responsible for the cleaning of the booths. However, cleaning staff can be provided by CMI against separate invoice.

12.2 The disposal of the packaging material shall be arranged for by the exhibitor. In addition, adequate separation of waste shall be ensured by the exhibitor.

12.3 Based on the statutory conditions pertaining to separation of waste, € 3.00 per sqm of booth space may be invoiced to the exhibitor for corresponding disposal.

12.4 Goods and packaging material left in entrances, passageways, etc., as

well as in the vicinity of the exhibition site without permission shall be removed at the expense and risk of the exhibitor.

### 13. Energy and other resources

13.1 CMI has to bear the costs of the facilities. This also relates in particular to the sphere of "energy and other resources"

13.2 For this event, an energy flat rate (€ 3.80 per sqm) will be charged to cover increased energy prices in accordance with the registration form/request for participation.

13.3 The exhibitor acknowledges that CMI, as the organizer, may be required to implement energy and resource-saving measures.

### 14. Advertising

14.1 The distribution of brochures and advertising material shall only be permitted within the booth.

14.2 The use of sound media, including the screening of films with sound, shall be permissible only in normal speaking volume; projection surfaces and screens shall be erected in such a way that the spectators are able to walk and see within the booth and that passageways are not obstructed thereby.

14.3 Noise-inducing machines may be operated only within a limited extent for presentation purposes. CMI reserves the right to specify specific times for such presentations and to specify maximum sound levels.

14.4 Selling meals and drinks at the stands is strictly prohibited.

### 15. Photography/Data protection

15.1 CMI shall be entitled to use drawings, photographs, etc. of the exhibition constructions and booths for its own purposes or for general press releases.

15.2 The scope of performance of the registration fee in accordance with the participation application includes the listing of the exhibitor in the exhibitor's list, exhibition catalogues if applicable and/or other informational material for visitors, exhibitors and media partners in printed and/or digital form. If consent from third parties is required for this, the exhibitor must obtain this consent in good time; if the relevant third party refuses to grant consent, the exhibitor must inform CMI in writing immediately.

15.3 The exhibitor shall be responsible for compliance with current legal data protection regulations. In the case of contraventions, CMI must be held harmless and indemnified and shall accept no liability.

### 16. Withdrawal, cancellation of the agreement

16.1 The exhibitor shall be bound to their application for participation; following admission by CMI, a withdrawal shall no longer be permitted.

16.2 Even in the event of a unanimously agreed cancellation of the participation agreement, the exhibitor shall pay the agreed booth rental in full, unless the cancellation of the agreement is effected 60 days prior to the start of the exhibition and it is still possible to otherwise allocate the exhibition space. In such case, the exhibitor who has withdrawn shall pay administration fees in the amount of 30 % of the agreed stand rent amount as well as the registration fee. In any case, any other direct costs already incurred by CMI in connection with the participation of the exhibitor in the trade fair, must also be paid in full.

16.3 CMI shall be entitled, due to circumstances for which CMI is not at fault or which were unforeseeable, or in case of force majeure, to postpone, shorten or cancel the trade fair subject to the agreement. Any claims for damages resulting therefrom shall be excluded.

### 17. Liability

17.1 CMI shall guarantee the performance of services according to the agreement; no liabilities or guarantees beyond this shall be assumed. Otherwise, the statutory liability provisions shall apply; outside the scope of applicability of the consumer protection act, liability shall in any case be limited to liability for intentional and grossly negligent conduct.

17.2 The exhibitor shall be liable for

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- a) damages occurring to the building or inventory as a result of their exhibition activity;
- b) damages caused to persons or property by the introduction of objects and erection and dismantling;
- c) all accidents which happen during the preparation of an event or during an event to their own personnel or to the artists and contributing parties obligated by the exhibitor as a result of non-compliance with provisions issued by security police or provisions of event law;

17.3 CMI shall neither be liable for the conduct of the visitors at the exhibition nor for the loss of objects or other damage to property during or in connection with, before or after the exhibition.

17.4 If employees of CMI provide support services outside of the contractual obligations and do so only by courtesy (e. g. assistance in unloading and transport activities, etc.), this shall not give rise to any contractual obligations, and such services shall be at the sole risk of the exhibitor.

17.5 The exhibitor has an increased duty of care for the safety of his goods; they shall safely store valuable, easily removable items during and outside of the exhibition times and keep them locked up if necessary.

### 18. Sprinkler systems

18.1 Halls A, B as well as the exhibition forum are equipped with a sprinkler system. The function of the sprinkler system must not be affected by the hanging or suspension of decoration or advertising material.

18.2 For necessary canopies, only sprinkler-proof material must be used in consultation with the authority.

18.3 Any damage to the sprinkler system and its consequential costs shall be invoiced to the party causing such damage.

### 19. Catering/hygiene

19.1 Stands working with unwrapped foods and offering them for consumption, must have installed within the sales stands a hand-washing facility (mobile wash-basin) with warm water.

### 20. General smoking ban

20.1 In accordance with the legal provisions, a general smoking ban applies in and at the premises of CMI. Smoking is permitted only in the outdoor areas of the premises. The exhibitor and its people are obliged to comply with the legal provisions and CMI shall accept no liability for failure to observe the smoking ban. Should costs result from failure to observe this regulation, they must be borne by the cause.

### 21. Final Provisions

21.1 No legal challenges against the agreement due to error or other legal institutions shall be accepted.

21.2 Deviating agreements deviating from this contract, including the consent to measures and activities intended by the exhibitor, shall be valid only when made in writing or confirmed in writing by CMI.

21.3 Declarations sent to the address last provided to CMI or the address of the contact person designated by the exhibitor shall be deemed to have been effectively made.

21.4 Any claims towards CMI shall be asserted by the exhibitor in writing within 3 months following the close of the exhibition, otherwise they shall be deemed statute-barred.

21.5 This agreement shall exclusively be subject to Austrian law; place of fulfilment and place of jurisdiction shall be Innsbruck, Austria.

21.6 Should individual provisions of the General Terms and Conditions of Participation be or become wholly or partially invalid, or contain loop holes, the validity of the other provisions shall not be affected.

(Last Revised: January 2024)

### General Terms and Conditions (GTC) for Events – Congress und Messe Innsbruck GmbH (CMI)

Without prejudice to statutory provisions and contractual conditions in the individual case, the contract concluded by CMI with the Renter as well as all other verbal and written agreements made as part of event development and implementation are subject to the following “General Terms and Conditions for Events (GTCE)”.

#### I. Basic principles

1. CMI is required to act in accordance with the principles of responsible business practice in an open society. As a provider in the sphere of free competition CMI is free in its decisions to conclude contracts or to decline to conclude them, without even stating reasons.

2. The principles of responsible business practice mean that CMI's fundamental company policy includes safeguarding all the values associated with an open society based on a modern, democratic state under the rule of law. Therefore, CMI does not provide facilities for renters and events with incompatible principles. Discrimination, especially in relation to gender, origin, skin color, religion or other personal orientations as well as extremist or radical ideology and the dissemination of such ideas are incompatible with the character of the venue as a place for meeting, entertainment, science, business, culture and communication and are not acceptable. CMI does not conclude contracts in respect of events that are incompatible with these principles and reserves the right to make a free decision at any time. This does not require any justification; there is no entitlement to conclusion of a contract in such cases. All other claims are also excluded.

3. CMI therefore also reserves the right in individual cases to declare cancellation of a contract that has already been concluded, cancellation of an event or closure of a trade fair stand for compelling reasons. This is possible, for example, if it becomes apparent after conclusion of a contract that events are to be held or messages are to be disseminated the content of which is contrary to the principles of CMI's company policy or contrary to the stated ethical principles of their shareholders.

CMI shall have no obligation to state further details by way of justification of the cancellation. Legal actions for performance of contracts, compensation and other claims resulting from such cancellations shall be excluded. This shall also apply in particular if it subsequently becomes evident when examining contracts which have already been concluded that key information provided to CMI which is required for assessment of an event in accordance with these principles was incomplete or untrue. CMI's further contractual rights of cancellation and other rights shall remain unaffected.

4. If an event that has (party) political content is permitted, renters must ensure that it is organized, prepared, announced and monitored within a framework does not affect other events in the premises of CMI whilst also ensuring that other visitors, suppliers and other persons do not come into contact with the event and its content. Otherwise cancellation of the contract or of the event or closure of the trade fair stand or of the rented object will be possible.

5. The dissemination of political information and advertising material as well as direct or indirect promotion of political parties, associations, groupings, clubs, movements etc. during other events that take place in parallel or outside of the trade fair stands booked and organized by these groups is therefore prohibited in so far as it is not an event organized by one of these groups. Any breach will lead to immediate cancellation of the contract.

#### II. Conditions of contract

##### 1. Scope of use

1.1 The Renter's authorization of use exclusively covers the events subject to the contract and the times and purposes concluded in the agreement. This authorization may only be passed on to third parties to setup stand areas and always requires express consent from CMI.

1.2 If no exclusive or overall rent of one or more of CMI's locations is agreed in the contract, flows of visitors and guests can overlap, especially in the foyer, entrance and toilet areas and in relation to the visitor guidance system. This does not constitute an impairment of the Renter's usage rights; claims against CMI based on such circumstances, irrespective of the type and in whose name claims are asserted, shall be excluded.



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1.3 The Renter shall assess the rented object for proper condition when accepting it, and report any deviations from the conditions agreed in the contract immediately; subsequent complaints shall be excluded and shall not lead to a reduction of the fee.

### 2. Changes and decorative products

2.1 Changes in the seating arrangements or exhibition layouts approved by CMI and changes to the appearance and/or the equipment of the rented object must not be made without authorization. They must be coordinated in advance with CMI and they require agreement of CMI. Any additional costs incurred by such changes shall be borne by the Renter alone.

2.2 The escape routes must be kept free at all times. For reasons of safety event spaces, transport routes and other spaces in the event building may only be decorated with plants, garlands, banderoles, advertising banners, ornamentation, affixed with posters or stickers, and carpets laid etc. by the Renter or third parties by arrangement with CMI and after approval from CMI. Not only are all these measures, referred to hereinafter as "decorative and promotional objects and equipment", affixed at the cost of the Renter, whereby all relevant safety and other statutory provisions apply. They must also be removed and disposed of without damage or residue by the Renter or by a licensed company engaged by the Renter. Any residue and/or damage must be paid for exclusively by the Renter. Items that are not removed by the agreed deadline shall be removed at the cost and risk of the Renter.

### 3. Security

3.1 The Renter shall be responsible for the safety concept of their event and must not only observe all statutory regulations and regulations formulated by CMI in the General and/or Special Terms of Business or Participation, but must also take all measures to ensure that they are implemented. The Renter shall bear exclusive responsibility for compliance with conditions stipulated in notifications from authorities.

3.2 If the renter intends to install ceiling suspensions, this must be agreed in good time with CMI and an irrevocable written consent must be obtained from CMI. The renter bears sole responsibility for lawful planning, installation and testing of ceiling suspensions, and is also obliged to contract and hire only licensed companies for such works. The renter must keep the all necessary certificates of competence of the contracted companies and structural approvals to hand, and produce them at any time on request. If some or all of the required documents are missing or in the event of deficient implementation, CMI reserves the right to demand immediate removal at the expense of the renter, and to contract an expert at the expense of the renter in the event of discrepancies.

3.3 Open flames and highly flammable liquids or elements are strictly prohibited in all event buildings, including the open-air grounds. Candles, oil lamps etc. may only be used as table decorations with the express consent of CMI. Liquid gas canisters (propane, butane) and other pressurized containers and pressurized bottles are generally prohibited in the building.

3.4 The renter must ensure that the battery is disconnected on exhibited vehicles without a main switch. The fuel tank must be emptied to a minimum capacity. In the case hydraulic lifting equipment, a safety sleeve must be attached to the lifting cylinders.

3.5 A general smoking ban applies in all premises at CMI's locations in accordance with the statutory regulations. Creation of smoking areas in the external areas is permissible only after express consent from CMI. The Renter is required to comply with the statutory regulations; CMI accepts no liability in the case of non-compliance with the smoking ban.

3.6 For reasons of safety no dogs or other animals are permitted in CMI's event buildings. A general exception to this regulation is guide dogs for blind people, and a specific exception, only after express consent from CMI, is specific events, e. g. animal shows. CMI is authorized to eject visitors and guests from the building if they take animals into the client's premises. The Renter must ensure that guests and visitors who attend their event are informed about this. In this regard, CMI accepts no liability and the Renter must indemnify it against all parties.

3.7 Fittings, decorative products, devices, backdrops etc. prepared by the Renter may only be erected and used with express consent of CMI. Even in such cases, only objects of low flammability, or objects rendered flame retardant using a legally permitted and state-of-the-art impregnating agent may be brought in or affixed. Highly flammable material (e. g. pa-

per, wood shavings, straw, rush mats, mulch etc.) is generally prohibited; materials for decorative purposes and other objects must be classified in flammability classes B1, Q1 and TR1, currently valid. Decorative and promotional objects and equipment must always be affixed out of reach of the visitors and must be placed in a way that prevents them coming into contact with sources of fire. Without exception, use of any pyrotechnic effects shall only be permitted after prior approval by notification from the Federal Police Department in Innsbruck and substantiated written permission from CMI. In any case, the Renter shall be liable for the legal permissibility of its design intentions.

3.8 All safety equipment at the locations, e. g. fire doors, emergency exits, fire alarms, hydrants, smoke and heat detection systems, sprinklers, electrical distributors as well as various other items of technical equipment, e. g., telephone distributors or heating and ventilation systems etc. must be kept freely accessible at all times and must not be blocked.

3.9 CMI will inform the Renter about the existence of sprinkler systems in contracts and/or in any applicable Terms of Business or Participation. The Renter must ensure that the operation of installed sprinkler systems is not affected by placement of decorative materials or advertising. Materials may be used for canopies only if they are sprinkler-compatible and only by arrangement with the authority. A party causing damage to the sprinkler system must pay for the damage as well as resultant costs. If the culprit is not clearly identifiable, the Renter shall be liable.

3.10 The Renter must deploy specialist qualified personnel only to perform the work. The technical and electrical systems in the rented object must only be operated by employees of CMI.

3.11 The Renter is responsible for obtaining the official permits required for the event in good time. CMI reserves the right to cancel the contract or the event if the Renter does not have them. Legal actions brought against CMI for performance of contracts, compensation and other claims resulting from such cancellations shall be excluded. All official requirements must be complied with at all times. In this regard, CMI accepts no liability and the Renter must indemnify it against all parties.

3.12 The Renter must ensure that official supervisory bodies, representatives of the authorities and persons otherwise authorized by CMI can freely access the rented object at any time before, during and after the event.

3.13 If legal provisions are breached, including youth protection laws or the general smoking ban, CMI is authorized to take steps through its own security personnel, and bar guests or visitors from entering its locations again, and/or take other suitable measures, including such measures against employees of the Renter. In the event of gross violations of security-relevant regulations, CMI is authorized to break up or stop the event without delay. Legal actions brought against CMI for performance of contracts, compensation and other claims resulting from such cancellations shall be excluded.

### 4. Reservations

A reservation or appointment option prior to conclusion of a contract for rooms, areas, payments in kind and/or services shall not give rise to any claims on the part of the Renter. This shall also apply for any costs and outlays for works commissioned by the Renter under their own responsibility on the basis of a reservation by CMI and shall apply in the same way to costs and outlays for the Renter's own works.

### 5. Breaches of contract relating to the content of events and trade fairs

5.1 If it becomes apparent that a Renter has, contrary to the information provided by them upon conclusion of contract, conducted an event with different content or they offer other objects or services, CMI shall be entitled to cancel the contract with immediate effect, terminate the event or close the trade fair stand.

5.2 Legal actions for performance of contracts, compensation and other claims resulting from such cancellations shall be excluded. This shall also apply in particular if it subsequently becomes evident when examining contracts which have already been concluded that key information provided to CMI which is required for assessment of an event or participation in it in accordance with these principles was incomplete or untrue.

### 6. Poster prohibition and related matters

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6.1 It is in the essential interest of CMI as the lessor that events taking place in rooms in the premises of CMI are announced in a manner commensurate with the character of CMI as the leading events center in Tirol, safeguarding the rights of other persons and legal entities and respecting property rights of third parties.

6.2 The Renter's attention is therefore drawn to the statutory regulations, in particular those of advertising and events law and to the fact that announcements and advertising, e. g. posters and similar items, are not generally permitted outside the areas designated for them. The Renter must therefore make the necessary arrangements so that event-related advertising as well as the external appearance of advertisements comply with legal regulations and take account of the urban environment in a responsible manner. The Renter must also impose these obligations upon advertising companies engaged by them in a suitable manner and draw their attention to the legal consequences of non-compliance.

6.3 A general Poster prohibition applies at CMI's locations. Use of defined advertising areas is possible only by arrangement with CMI and with application of the current price list. The Renter is required to remove, immediately and at their own expense, posters placed in breach of regulations and to pay any costs incurred by CMI through removal.

### 7. Breaches of copyright

7.1 CMI demands that the legal regulations relating to trademark and design protection, the need to respect and safeguard third party intellectual property rights, copyrights and rights to use work be complied with in every way at all times and without exception by all renters and their people.

7.2 If it becomes apparent that such regulations are breached, irrespective of the reason, CMI shall have the right to cancel existing contracts with immediate effect, to terminate the event or close the trade fair stand, whereby the Renter shall on no account have any claims against CMI. In any case objects and tools associated with the breaches of regulations or which give rise to them must be removed from CMI's locations immediately. If the Renter or their people do not comply with this requirement, an alternative arrangement at their cost shall be permissible. If the number of people breach regulations, all shall have joint and several liability without limitation. In this regard, CMI accepts no liability and the Renter must indemnify it against all parties.

### 8. Cash register and tax duty

CMI draws attention to the fact that the statutory regulations relating to the cash register and tax duty in Austria must be complied with by renters in all cases. It is the exclusively of each Renter himself to check his legal responsibility to ascertain whether the legal regulations mentioned apply to him and, if so, to make the necessary arrangements. CMI shall not accept any liability whatsoever for legal disadvantages resulting from non-compliance with these obligations on the part of the Renter and shall have no obligation in this connection to provide any type of clarifications. Those responsible shall themselves be responsible in the case of infringements.

### 9. Remunerations

9.1 If nothing to the contrary is agreed, for example in the Special Terms of Business or Participation, down payments or bank guarantees are due on the agreed date at the latest, and invoices are due for payment 14 days after receipt without deductions. In the event of default of payment, the legal default interest rate shall be payable.

9.2 CMI reserves the right to demand up to 100 % of the contract total and of any ordered additional services in advance as a down payment. If payments are not received by the due date or if a valid bank guarantee is not provided by the due date, CMI reserves the right to cancel the order.

9.3 For stand set-up material and fittings provided by request of the Renter, the prices valid per the current price list shall be charged, as will the expense incurred by CMI for additional services not included in the agreement, including increased personnel expenditure.

9.4 We reserve the right to invoice provision and cleaning service costs above and beyond the usual scope.

9.5 The use period per event day is set as maximum 12 hours and starts when the rented space is handed over. If this period is exceeded, a supplement of 10 % of the basic rent shall be incurred per hour or part thereof plus any

HR costs.

### 10. Third-party services third-party service providers at the locations

10.1 The Renter may only bring in third-party technology and external staff with express prior consent from CMI. In any case, costs of one CMI technician and/or project manager must be incorporated as a contact for the entire event period.

10.2 If CMI must conclude agreements with third parties for various external services associated with running the event in order to fulfill the contract, the resulting expenses shall be invoiced on to the Renter. CMI is entitled but not required to obtain settlement for outlays or other costs for external purchases by using payments received by CMI for the Renter as well as deposits etc. for this purpose whilst issuing notification of this procedure. The Renter must indemnify CMI against such third-party claims.

10.3 The Renter must ensure that third-party service providers engaged by them comply with all rules and regulations of CMI at CMI's locations. CMI must be indemnified in the case of contravention.

### 11. Security/law enforcement

11.1 At major events, the Renter can also provide security and hall supervisors after prior coordination with CMI; they may have to follow the instructions of the persons commissioned by CMI in their work. The authorities shall decide on the necessity of the presence of law enforcement (e. g. police, building inspectorate, fire department, emergency service or medical services); even without orders to this effect, CMI is entitled to make such arrangements and/or to recommend them. In any case, the Renter shall pay the costs incurred for this directly to the corresponding bodies.

11.2 The Renter bears sole responsibility for observing the requirements for event organizers under the Tirolean Event Act. CMI shall not accept liability for damage that can be traced back to violation of these obligations, and the Renter must indemnify it against any claims whatsoever.

### 12. Catering

Catering for all events shall be provided exclusively by contractors appointed by CMI to which the exclusive right is granted to provide catering services at CMI's locations.

### 13. Photography/publication of the event/data protection

13.1 CMI is entitled to make drawings, photographs etc. during the event and to use them for their own purposes or for general press publications.

13.2 By signing the contract, the Renter also gives its permission to publish the title of the event for advertising purposes on digital and printed event posters and calendars, on the website and CMI's social medial channels, IT information computers and other directories and for statistical purposes. CMI must be notified if the Renter does not want this. If consent from third parties is necessary for this, the Renter must obtain consent for it in good time; if the relevant third party refuses to grant consent, the Renter must notify CMI about this in writing immediately.

13.3 The Renter itself is responsible for the prevailing legal data protection regulations. CMI must be indemnified in the case of contravention.

### 14. Free tickets and choice of seats

14.1 The Renter shall provide CMI with a contingent of free tickets for public events (apart from congresses, seminars, meetings and other specialized events) amounting to at least 1 % of the total capacity of the rented premises. In the case of seated concerts in the Dogana rooms and the Tirol and Innsbruck rooms the Ö-ticket seats are stored in the standard setting plan by means of seat reservations.

14.2 In the case of special seating CMI will use the seating plan to notify the seats to be reserved. In the case of balls and standing concerts, category 1 standing-room tickets are to be provided. CMI produces the corresponding tickets for free tickets until the time of cancellation; the Renter agrees to this. In the case of trade fairs and exhibitions the Renter provides CMI with a contingent of at least 30 free tickets. They must be handed to the management assistant of CMI no later than 30 days before the event.

14.3 Furthermore, CMI reserves the right to claim a contingent of specific seats for security forces, police and security staff for every event.

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### 15. Prior contract termination

CMI is entitled to withdraw from the contract without further grounds if:

- a) the Renter has not paid the agreed compensation on time;
- b) the contractually agreed proofs of the fulfillment of certain obligations are not provided;
- c) circumstances become known, or the Renter should know of circumstances indicating that the planned event contravenes existing laws and agreements;
- d) it is to be feared that the planned event will result in a disturbance of public order and safety;
- e) the rented object cannot be provided due to force majeure or other circumstances for which CMI is not liable;
- f) the Renter is in default of payment from previous contracts by more than 30 days;
- g) the Renter breaches the basic principles of these GTC.
- h) there is a breach of these GTC, in particular of the provisions that constitute grounds for cancellation.

### 16. Cancellation

16.1 Explicit or implicit withdrawal from the contract by the Renter shall result in cancellation fees and an obligation to compensate CMI for expenses incurred – in the case of withdrawals up to 12 months before the start of the event insofar as nothing to the contrary is stated in the contract: 25 % – up to 6 months before the start of the event: 50 % – up to 90 days before the start of the event: 100 % of the contractually agreed fee plus the legal VAT. The contract fee must be calculated on the basis of the total amount of the contractual service and shall be charged in full in any case. Furthermore, CMI must be reimbursed in any case for all costs and outlays already incurred in connection with the event.

16.2 The date of receipt of the written notification of withdrawal at CMI shall be authoritative for calculating the period. CMI is entitled to view default of payments or contractually agreed proofs by 14 days as implicit withdrawal by the Renter. This provision shall apply even if CMI does not draw the Renter's attention to it specifically.

16.3 The prior reservation shall lapse if the signed contract is not returned punctually. This provision shall apply even if CMI does not draw the Renter's attention to it specifically. The Renter must comply with all deadlines in this connection that are expressly stated in the contract, and CMI is not required to draw attention to this again. If the prior reservation lapses, CMI shall be entitled to award the event date and location to another interested party. The Renter shall in any case bear full liability and pay all costs and expenses already incurred in connection with the relevant events.

### 17. Liability

17.1 CMI guarantees provision of services in accordance with the contract; no liability or guarantees above and beyond this shall be accepted. Otherwise, the legal liability provisions apply; outside the scope of the Consumer Protection Act, liability is restricted to intent and gross negligence.

17.2 The Renter shall be liable for

- a) damage to the rented object or inventory due to the event;
- b) property damage or personal injuries caused by transporting items into the premises and construction and dismantling;
- c) all consequences from exceeding the maximum number of visitors;
- d) all consequences from insufficient security personnel, where it is provided by the Renter;
- e) all accidents suffered by the Renter's own personnel or artists, speakers and/or other contributors commissioned by the Renter during the preparations for an event or the event itself as a result of failure to comply with police formalities or event law regulations;

f) damage caused by visitors or guests of the event, no matter who suffers it, in particular for extraordinary wear in spaces accessible to the public as part of the event, and the fittings and installations therein;

g) as part of contingent liability for all supplementary services ordered by exhibitors and business partners;

h) for breaches of regulations in these GTC.

i) within the scope of Ausfallhaftung for all ancillary services ordered from exhibitors and business partners;

j) in the event of breaches of the provisions set out in these GTC.

17.3 CMI shall not be liable for the behavior of visitors to the event nor for the loss of items during or in the context of, before or after events.

17.4 Where employees of CMI provide assistance above and beyond contractual obligations as an accommodation only (e. g. help with unloading/transport etc.), this shall not establish any contractual obligations and such services shall be provided exclusively at the risk of the Renter.

17.5 The Renter is required to take out all necessary insurance.

### 18. Note about possible circumstances outside CMI's sphere of influence

18.1 Based on experience, including the context of the COVID-19 pandemic, CMI draws attention to the fact that at the time of contract formation it may not be possible to predict whether, how and especially under which circumstances the event covered by the contract can take place.

Circumstances may therefore arise that are outside the CMI's sphere of influence and result in the legal conditions, the actual planning and feasibility as well as the economic possibilities for the event deviating completely from those applicable at the time of the contractual agreement.

18.2 Consequently, it is also not CMI's responsibility if laws or bylaws, or the organization of the event that forms the subject of this agreement, don't lead to the desired result – either for legal or actual reasons – namely the running of the event on the aforementioned date in the intended rooms/foyers/halls/areas at one of CMI's locations.

Therefore, CMI assumes no liability at all, of any type and howsoever named, if the event cannot be held and/or has to be cancelled for reasons relating to the protection of public safety and/or public health and/or other reasons of public interest. In such cases, all claims against CMI shall be excluded, irrespective of the reason they may or could be asserted. This shall also apply to reimbursement of costs, expenses and fees, expenses etc that have already been incurred. Other expenses, payments to third parties or fees, levies and other payment charges shall likewise not be reimbursed. Compensation for damages of any kind whatsoever shall be excluded.

18.3 It shall be the sole responsibility of the Renter to obtain information about any relevant issues which is important or essential from their point of view and to create the basis for their decision. In this context, CMI shall have no ancillary or other contractual obligations, no obligations to provide information, clarification or advice and therefore cannot be held liable for a breach of such duties. All publicly available, published news and notices accessible that has been announced shall be deemed to have been received and known by the Renter with respect to such circumstances. This shall also apply to laws, standards and other binding orders. Notices and individual settlements must be accepted by the Renter if they have been received by the Renter in any way whatsoever.

18.4 The Renter must take into account all statutory regulations and other obligations and implement them under their own responsibility; they shall also be liable for preparation of all concepts and other documents, schedules and similar that may be necessary in this context, shall provide the infrastructure required for this purpose and must also ensure that all inspections and examinations, of whatever type and howsoever named, that may be required by law or on the basis of a specific legislative act or other binding standards, are implemented by them, properly and professionally, at their own expense and risk, for which all costs and expenses shall be paid by them, even if parts of the infrastructure and/or employees are provided by CMI in this context.

18.5 CMI shall be free, without further consultation or notice, to take all mea-

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asures that must or may be taken in re-sponse to any such extraordinary factual or legal situation in order to make decisions that are be necessary or appro-priate in the public interest and in the interest of CMI, its cus-tomers, employees and all other people concerned, based on an informed consideration of the relevant circumstances, as may be necessary or ap-propriate to prevent harm and to respond adequately to the situation. No claim against CMI may be derived from such measures; 18.2 shall apply mutatis mutandis.

### 19. Costs

Any costs, fees, taxes and other charges associated with drawing up and processing this contract shall be passed on to the Renter in the invoices.

### 20. Final provisions

20.1 No legal challenges against the contract due to error or other legal institu-tions shall be accepted.

20.2 Agreements in deviation to this contract, including consent to measures and work planned by the Renter shall only apply if they are made in writ-ing or confirmed in writing by the management of CMI.

20.3 Statements sent by CMI to the last address announced to CMI or to the contact person specified by the Renter shall be deemed effectively delivered.

20.4 The Renter must assert any claims against CMI in writing within three months after the end of the event. Otherwise they shall be deemed ex-pired and statute-barred.

20.5 All contracts and agreements are subject to Austrian law only; Innsbruck is the place of performance and court of jurisdiction.

(Last Revised: July 2023)

# ALPINMESSE, 16–17 NOVEMBER 2024

Location: Messe Innsbruck, Kapuzinergasse 11, A-6020 Innsbruck



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