

Last updated: April 2018
internationale tanzmesse nrw – 2018 edition

General terms and conditions for renting and operating an exhibition booth at internationale tanzmesse nrw, 2018 edition

§1 Organiser / Trade partner / Contact

1.1 Organiser

internationale tanzmesse nrw is organised by nrw landesbuero tanz e.V, Managing Director: Heike Lehmke, Im MediaPark 7, 50670 Cologne, Germany
Tel. No.: +49 (0) 221 888 95 398
Association register, Amtsgericht Köln VR 11897
VAT ID: DE203174483
Tax number: 215/5866/0197 - Finanzamt Köln Mitte

1.2 Trade partner

The contract for renting and operating an exhibition booth at internationale tanzmesse nrw is concluded between the exhibitor and internationale tanzmesse nrw (see 1.1 for address).

1.3 Contact

The contact for all questions regarding participation, organisation and realisation of the event is internationale tanzmesse nrw, +49 (0) 221 888 95 398, info@tanzmesse.com

§2 Location and duration of the event

2.1 Location

internationale tanzmesse nrw 2018 will take place on approx. 1,400 square-metres of event space across two floors on the following premises (described as Exhibitions Halls in all publications): NRW-Forum Düsseldorf, Ehrenhof 2, 40479 Düsseldorf, Germany (www.nrw-forum.de).

2.2 Duration of the event

internationale tanzmesse nrw 2018 will take place from 29.08.2018 to 01.09.2018 (days of the exhibition)

Opening times for the audience on exhibition days:

Thursday, 30.08.2018:	9.30 am – 2.30 pm
Friday, 31.08.2018:	9.30 am – 2.30 pm
Saturday, 01.09.2018:	9.30 am – 2.30 pm

On the days the exhibition is taking place, exhibitors have the opportunity to access the Exhibition Halls from 9.00 am to set up their booths for the day ahead.

Setting up the booths

Tuesday, 28.08.2018: 9.00 am – 8.00 pm
Wednesday, 29.08.2018: 9.00 am – 3.00 pm

Taking down the booths
Saturday, 01.09.2018: 2.30 pm – midnight

§3 Reservation procedure / Registration number / Application deadline / Rental prices for exhibition booths / Booking period

3.1 Reservation procedure

The reservation of an exhibition booth is carried out in four steps:

- a) Register yourself on www.tanzmesse.com. Once registered you will receive a confirmation e-mail. Activate your account by opening the confirmation e-mail and clicking on the activation link.
- b) You can reserve an exhibition booth with an active account. Select your preferred size of booth and then send your order to internationale tanzmesse nrw.
- c) Tanzmesse will confirm your order by sending another e-mail. In this e-mail, you will find an invoice and the option to select your method of payment (PayPal or bank transfer).
- d) The reservation is complete once the invoice has been fully paid. You will then receive another e-mail to confirm this.

In detail:

You can express your desire to participate as an exhibitor at internationale tanzmesse nrw 2018 by electronically sending off the fully completed "booth rental" application form within the set registration deadlines.

Once you have submitted your application form, you will receive a confirmation e-mail followed by a second e-mail containing an invoice for your order. Please note that the reservation will only be complete when payment for renting the booth has been made (see 3.2), and only then can the registration be taken into further consideration and processed.

In sending off a completed "booth rental" form, the exhibitor at internationale tanzmesse nrw effectively forms a contractual commitment based on the participation terms stated. The application cannot be made with specific reservations or conditions.

The information given by the exhibitor on the application form will be saved by internationale tanzmesse nrw in accordance with section 33 of the German Federal Data Protection Act in the automated procedure for the purposes of realising the event concerned and to network the participants on the Internet sites of internationale tanzmesse nrw. The information will not be passed on to third parties, with the exception of fulfilling the purposes of the contract.

3.2 Rental prices

Exhibition booths can be rented in different sizes, either as information or sales booths. Information booths are available for rent as a dancer, choreographer, company, culture organisation, national organisation, dance agency, dance producer or organiser. Sales booths are exclusively available for retailers and commercial businesses.

Net prices for information booths (Info):

Info Regular	approx. 4m ²	€530.00*
Info Medium	approx. 10m ²	€1,380.00*
Info Large	approx. 16m ²	€ 2,590.00*

Net prices for sales booths (Sales):

Sales-Regular	approx. 4m ²	€630.00*
Sales-Medium	approx. 10m ²	€1,580.00*
Sales-Large	approx. 16m ²	€3,420.00*

*All rental prices are subject to the reduced statutory VAT rate of 7%. An additional fee amounting to 20% of the rental price will apply for late bookings (see section 3.5). VAT will be applied for bookings from abroad and must be paid.

The booth rental fee also includes electricity, water and heating costs. Electricity consumption above 3 KW and additional services that need to be booked separately (contact: info@tanzmesse.com) will be sent to the exhibitor in a separate invoice.

3.3 Other services included in the booth rental fee

Booth Attendant badges

In renting a booth, exhibitors will receive two Booth Attendant badges with the relevant names on, the costs of which are included in the booth rental fee. There are two Booth Attendant badges included in the rental price for booths of all sizes.

Additional badges for additional personnel on the exhibition booths can be ordered with internationale tanzmesse nrw. (See section 8 for details)

Submitting proposals for the performance programme

The rental price also includes the free submission of two proposals for the Festival Programme at internationale tanzmesse nrw. A processing fee of €25.00 (subject to 7% VAT) is charged for every additional proposal that is submitted. This additional service can be ordered on the Tanzmesse website. (See section 9)

Exhibition handbook

The Booth's name and the names of the Exhibitors represented at the Booth are entered into the exhibition handbook (Catalogue) and on the homepage of internationale tanzmesse nrw free of charge.

3.4 Duration of the rental contract for an exhibition booth

The renting of an exhibition booth applies for the entire duration of Tanzmesse, including the periods for setting up and taking down booths. (See 2.2)

3.5 Booking period / Registration deadline

Reservations will be accepted from June 2017. The registration deadline for submitting the completed electronic application form is 31.03.2018. From 01.04.2018, reservations can only be made as a late booking and according to availability. Late bookings include an additional fee equivalent to 20% of the rental price.

§ 4 Receiving approval as an exhibitor / Conclusion of a contract

4.1 Receiving approval as an exhibitor

internationale tanzmesse nrw will make a decision regarding your participation as an exhibitor according to conditions that apply to all participants at the event. There is no legal entitlement for approval by sending off the application form and paying the rental fee. If the exhibitor space on offer is already fully booked ahead of the registration deadline (31.3.2018), internationale tanzmesse nrw reserves the right to bring forward this deadline to an earlier date. Such a decision would be announced in good time on the internationale tanzmesse nrw website. Applications that are received after the registration deadline will then be kept on a waiting list (contact: info@tanzmesse.com). Exhibitors reserved on the waiting list can end up being moved up, but an exhibitor's position on the waiting list is ultimately dependent on the date that the application was submitted.

4.2 Conclusion of a contract

You will receive a definitive approval or rejection regarding your participation at the event as an exhibitor within a few days after receipt of payment via e-mail (see 3.1.c). A legally binding contract regarding your participation as an exhibitor at the event will first come into effect when your application has been accepted by internationale tanzmesse nrw. You will learn of your application being accepted via e-mail through approval / confirmation of your participation in accordance with the payment conditions selected in your application form.

§ 5 Participation costs / Invoice / Payment options / Due date for payment / Discount

5.1 Participation costs

All prices displayed are invoiced in euros. The currently applicable statutory VAT rate of 7% will also be added. The participation costs are dependent on the services (size of exhibition booth and additional services) reserved in the application form by the exhibitor after internationale tanzmesse nrw has accepted the contract via e-mail. All payments will be made in euros. The relevant date for respective exchange rates from various foreign currencies will be the date of payment. Cheques will not be accepted. Any resulting bank or transaction fees and expenses will need to be assumed by the exhibitor.

5.2. Invoice

Booth Attendants will receive an electronic invoice with VAT stated separately via e-mail. Booth Attendants then agree to make an electronic invoice transfer.

5.3. Payment options

For online payment, the contractor decides how they would like to make payment: via bank transfer or online payment service PayPal. When making a bank transfer, the invoice number must always be indicated on the transaction. All payments are made to the following account:

Account holder: nrw landesbuero tanz EV. Bank sort code: 100 701 24 (Sparkasse KölnBonn)
Address: Hahnenstrasse 57, 50677 Cologne, Germany, IBAN: DE70 3705 0198 0027 7822 83
BIC/SWIFT: COLSDE33

5.4. Due date for payment

After contractual agreement to rent a booth, 50% of the rental costs will be due immediately and must be paid to internationale tanzmesse nrw's bank account within 10 days of receiving an invoice at the latest. For online payments, the contractor can decide whether they would like to pay the full invoice amount immediately or whether to make an advance payment equivalent to half the invoice amount. If the latter option is chosen, the second payment instalment will be due by 31.03.2018 at the latest. Reservations made after 31.03.2018 are excluded from this rule and will have to pay the full 100% rental price immediately.

5.5. Discount

If you opt to make an immediate payment for the full invoice, internationale tanzmesse nrw will grant you a 5% discount in price on the overall invoice amount. The discount is only offered for reservations that are received by internationale tanzmesse nrw before 01.10.2017. No discounts can be awarded for reservations made after this date.

5.6. Booth-related incidental costs

Exhibitors will receive invoices for all booth-related incidental costs, e.g. technical assistance and other additional services, directly from the relevant service provider during the setting-up phase of the exhibition. The invoices need to be settled immediately upon receipt. The specialist companies, which have all been approved by internationale tanzmesse nrw, provide their services based on the exhibitor's order. internationale tanzmesse nrw will not assume any liability for these services. In addition, exhibitors will have to bear all costs involved with transportation to and from the event, as well as insurance and customs duties on exhibition materials and items that need to be brought to the booths. The exhibitor will also be solely responsible for dealing with any import formalities that may arise. internationale tanzmesse nrw will ensure there is a contact partner on hand during opening hours on the days of the exhibition.

§ 6 Alterations

internationale tanzmesse nrw reserves the right to call off the event, as well as alter its date, location or duration. The layout for the remaining, and particularly adjacent exhibition booths, can be amended right up until the start of the event. No claims can be asserted against internationale tanzmesse nrw for such amendments. internationale tanzmesse nrw is also entitled to make retrospective changes to the allocation of space at the exhibition even after conclusion of the rental contract, particularly with regard to allocating exhibitors an exhibition space in a different location or size in cases where this is necessary due to reasons of safety and public order, or because the

exhibition is oversubscribed and other applicants need to be approved for the exhibition. However, such retrospective changes should not exceed dimensions deemed reasonable by the exhibitor. If the subsequent changes result in a reduced rental fee, the exhibitor will then be refunded the difference.

§ 7 Cancellation of a contract: Right of withdrawal / Cancellation of a contract / Withdrawal from contract

7.1 Right of withdrawal

As the offer is geared exclusively to entrepreneurs exercising their commercial or independent professional activity when signing the contract (§ 14 German Civil Code), there is no right of contract withdrawal in place

7.2 Cancellation of a contract

If the location, type, dimensions or size of the exhibition space is changed significantly (significantly being more than 25%) in retrospect by internationale tanzmesse nrw, the exhibitor has the right to withdraw from the rental contract within the deadline of one week after receiving a written notification from internationale tanzmesse nrw. In this instance, internationale tanzmesse nrw is obliged to refund the rental payments already made to exhibitors. There are no further claims that can be made against internationale tanzmesse nrw.

7.3 Withdrawal from the rental contract by the contractor

The exhibitor can withdraw from the rental contract without specifying any reasons:

- before 30.10.2017: There will be a €100 processing fee (incl. 7% VAT)
- before 30.03.2018: 50% of the rental price will be charged in addition to a €100 processing fee (incl. 7% VAT)
- after 30.03.2018: the full rental price will be charged in addition to a €100 processing fee (incl. 7% VAT)

7.4 Withdrawal from the rental contract by internationale tanzmesse nrw

internationale tanzmesse nrw reserves the right to withdraw from a contract in the event that liquidation or bankruptcy proceedings have been initiated against the exhibitor, or if the initiation of bankruptcy proceedings has been rejected for lack of assets, as well as if the initiation of liquidation or bankruptcy proceedings has been applied for. internationale tanzmesse nrw is also entitled to withdraw from a rental contract if an exhibitor has not fulfilled their payment obligations with internationale tanzmesse nrw despite having been set a reasonable deadline extension period. In addition, internationale tanzmesse nrw has the right to withdraw from a rental contract or cancel a contract without notice if an exhibitor has significantly violated their contractual obligations, particularly with regard to the general and special conditions of participation the exhibitor has committed to, despite being issued a warning. The exhibitor will be liable for any resulting damages that arise for internationale tanzmesse nrw in such instances.

§ 8 Booth Attendant badges / Badges for additional Booth Attendants

All people associated with an exhibition booth need to be able to identify themselves with Booth Attendant badges at admission entrance points. The right to enter the premises is guaranteed through badges issued by Tanzmesse. (See §11)

8.1 Booth Attendant badges

In renting a booth, the exhibitor will receive two Booth Attendant badges with the appropriate names on (the costs of which are included in the booth rental fee: see 3.3). The Booth Attendant badges are designed for the exhibitor renting the booth and cannot be passed on to other people. If the exhibitor requires additional Booth Attendant badges for the exhibition booth, these can be ordered with Tanzmesse at a price of €125 per person (incl. public transport pass for a week, bus shuttles and VAT).

The Booth Attendant badges grant access to the exhibition halls and the entire Tanzmesse programme. The badges also include the opportunity to reserve performance tickets for the programme via the www.tanzmesse.com website.

§ 9 Presenting a performance or an Open Studio in the Tanzmesse programme

Only exhibitors have the opportunity to present a performance or an Open Studio in the internationale tanzmesse nrw programme. As an exhibitor, you can propose productions from your own company or can represent companies at your exhibition booth and put them forward for the programme. The Tanzmesse programme jury will select the best productions for the Festival Programme from all the proposals that have been submitted. Two proposals are included in the booth rental fee, for all additional proposals an administration fee of 25 € + 7% VAT will be charged. The number of proposals that can be sent through one Booth is limited. Depending on the size of the Booth, the number of proposals that can be sent through the Booth varies.

Regular (appr. 4 m²): 2 proposals
Medium (appr. 10 m²): 5 proposals
Large (appr. 16 m²): 10 proposals

Proposals for the internationale tanzmesse nrw Festival Programme can be submitted online via the www.tanzmesse.com website. The website guides exhibitors step by step through the application process. Exhibitors are able to submit proposals for projects they have created themselves via their personal accounts. If exhibitors are representing companies, they can invite these companies to submit further proposals via the website. The online system again offers a step-by-step guide through the application process.

9.1 Application for the Festival Programme

- 1.) Performances: Choreographers and companies submit an application for a performance with a professional production. The production must be ready when the application has been submitted (not a work-in-progress). Productions for a traditional stage/audience space or site-specific performances can be proposed for the performance programme. Productions for a younger audience are also explicitly encouraged. Only productions that are no longer than 60 minutes, or are a 60-minute adaptation of the proposed choreography can be approved. The company also needs to be able to tour with this production in the 2018/19 season or later. Further details regarding the application and

application documents can be found on the www.tanzmesse.com website.

- 2.) Open Studios: The Open Studio presentation is aimed at productions that are still a work-in-progress at the time of the Tanzmesse 2018 exhibition. Productions for a traditional stage/audience space or site-specific performances can be proposed for the open studio programme. Productions for a younger audience are also explicitly encouraged. The Open Studio can contain excerpts from the planned production, or these excerpts can be accompanied by a report about the company, working method and production conditions. Video productions can only be approved after prior consultation with internationale tanzmesse nrw. The studios cannot be made darker and are only equipped with stools for the audience, a stereo system and a dance floor. Further details regarding the application and application documents can be found on the www.tanzmesse.com website.

9.2 Requirements for the application

All companies making an application need to have professional management. Through submitting an application, companies guarantee they will assume the costs for taking part in internationale tanzmesse nrw, as well the costs for presenting their own production (travel, accommodation, provisions, royalties, transportation, technical support, registration).

A complete application consists of the following documents and information:

Performance:

- An application form that has been completely filled out on the www.tanzmesse.com website.
- Sending a link in which Tanzmesse can download a video to the production that has been proposed. The video needs to be compatible with VLC media player. The video must also document the complete production from beginning to end. If you are submitting a 60-minute adaptation of a longer production, the video must only contain this 60-minute version.

Open Studio:

- An application form that has been completely filled out on the www.tanzmesse.com website.
- A brief concept for an Open Studio
- Sending a link in which Tanzmesse can see a video from your company's last production or can download further video material that documents your company's production style. The video needs to be compatible with VLC media player.

§ 10 Allocation of an exhibition booth:

Allocation / Exhibition booth layout, booth number

10.1 Allocation of an exhibition booth

The allocation of exhibition space/exhibition booths is exclusively carried out by internationale tanzmesse nrw. It is not possible to reserve a booth in a specific area of the Exhibition Halls. Any protrusions, pillars, installation connections and other fixed structures at the allocated exhibition booth will not result in a reduction of the rental fee or other costs. Exhibitors do not have the right to move, swap, share or in any way hand over to third parties the booth that they have been allocated without written permission from internationale tanzmesse nrw.

10.2 Exhibition booth layout, Booth number

In May 2018, exhibitors will receive design details about their exhibition booth layout via e-mail, detailing, for instance, how the rear and side walls have been allocated, in addition to any other particular design features of the exhibition booth space. The same e-mail will also contain the booth number for the exhibition booth, which the exhibitor can subsequently promote as its official booth number.

§11 Setting up the booth, booth design and running the booth:

Booth set-up / Installation height / Taking down the booth / Supervising the booth (operation obligation) / Surveillance / Environmental protection and waste disposal / Technical installations

11.1 Setting up the booth

Any changes in or to the event buildings must not be made. Exhibitors take on the exhibitor space as it is given to them and must leave it in the same condition. Any necessary extra cleaning costs will be assumed by the exhibitor. These services are exclusively performed by specialised personnel. A receipt must be able to be submitted upon request. In the event of any mess or damage caused to the walls and floors, professional repair work must be organised by the exhibitor. The height limit set by internationale tanzmesse nrw may only be exceeded when setting up the booth and by exhibits with prior written consent from internationale tanzmesse nrw. The rented booth space is measured out by internationale tanzmesse nrw on the floor of the building and marked at the corners.

The booths must not be furnished with massive ceilings for fire safety reasons. Only grid ceilings can be used following prior agreement with internationale tanzmesse nrw. Floors, walls, machines and columns, as well as fixed installations, particularly installation and fire-fighting equipment, must not be painted on or decorated over. Putting down any type of floor covering material is not permitted. Any joints on the walls, ceilings and floor must under no circumstances be damaged by foundation and chiselling work, or any similar kind of work. Exhibitors are not permitted to install any bolts or anchorages. The explicit approval of internationale tanzmesse nrw is required for anything being fixed to the floors, walls, machines and ceilings.

11.2 Installation height

The installation height stands at 2.50 metres. Explicit approval is needed from internationale tanzmesse nrw before planning for an installation height that exceeds 2.50 metres. All booths have a rear wall and are identified by a sign bearing the name and booth number of the exhibitor. Furniture and technical equipment can either be brought in by exhibitors themselves or rented from a Tanzmesse partner.

Set-up and booth design

The furnishing, design and subsequent set-up of the booths are the sole responsibility of the exhibitor. However, exhibitors must take into account the character and appearance of the exhibition as a whole. Special booth constructions require the prior approval of internationale tanzmesse nrw. Such constructions must not encroach on any other exhibitors that have rented a booth. The design of the booth needs to conform with legal requirements and transport safety obligations. In particular, there must be no danger posed to visitors, other participants and other third parties due to the design of the allocated exhibition space. internationale tanzmesse nrw has the right to demand that exhibitors remove exhibition items that cause a significant disruption to the

event or could pose a threat to the safety of participants and visitors due to smell, noise and other emissions, as well as its appearance. If the exhibitor does not immediately conform to the demand, internationale tanzmesse nrw has the right to have the items in question removed at the cost and risk of the exhibitor, and to clear up the exhibitor space without the exhibitor being able to assert any claims against internationale tanzmesse nrw for doing so.

Sound (of videos) can only be played via headphones provided by the exhibitor.

11.3 Taking down the booth

Exhibitors have until the end of the period stated for taking down the booth to remove all booth construction materials, equipment, exhibition items and other remaining materials without leaving anything behind and returning the exhibition space in its original state. There can be nothing left in the exhibition space.

11.4 Supervising the booth / Operation obligation

All booths must be properly equipped and supervised by expert personnel for the entire duration of the event and the specified opening hours. Taking down a booth before the close of the event is not permitted. internationale tanzmesse nrw has the right to exclude from any future events exhibitors that do not supervise their booths with qualified personnel during opening hours, present an unapproved or incomplete offering, leave their booths early or commit any other kind of violation of the participation conditions, regardless of the right to an extraordinary cancellation in accordance with the contract cancellation regulations. internationale tanzmesse nrw is also entitled to claim for any damages caused as a result of such instances. Any exhibitor items found at the booths after the end of the period to take down the booths will be removed by internationale tanzmesse nrw at the cost of the exhibitor. internationale tanzmesse nrw will not assume any liability for any damage or for missing exhibition items left behind by the exhibitor after the end of the event, even if this takes place beyond the period for taking down the booths with the approval of internationale tanzmesse nrw.

11.5 Surveillance

Exhibitors are themselves responsible for the surveillance of their booth and exhibition items. Documents concerning this matter can be sent in a timely fashion to exhibitors on request. Exhibitors will be made explicitly aware of the fact that increased risks for their exhibitor goods could arise when setting up and taking down the booths. Items that are valuable and easy to move should be locked up after opening hours for the booth.

11.6 Environmental protection and waste disposal

Exhibitors are asked to use environmentally friendly and reusable materials where possible. The disposal of the following waste is not included in the exhibitor's participation fee and must be undertaken at the exhibitor's own cost: construction waste, bulk refuse and waste materials that are damaging to the environment. Among the waste materials considered damaging to the environment are: oils, cleaning agents, spray cans with content inside, impregnating agents, chemicals, salts, quicksilver, emulsions, acids, alkalis, paint, adhesives, waxes, solvents, batteries, rechargeable batteries, electric circuits, fluorescent lamps, monitors and other electronic devices. Any violations can result in a contractual penalty of up to €2.000, which will be invoiced to the exhibitor. This contractual penalty will have to be paid by the exhibitor separately to any damage payments to be made.

11.7 Technical installations

internationale tanzmesse nrw will assume responsibility for the general lighting and heating of the building. Any special requests can only be fulfilled on the basis of an explicit, written agreement. The costs that arise from these requests are to be borne fully by the exhibitor. Connection possibilities for alternating current are available in the building. It is not technically possible to measure the electricity consumption of a booth. The costs for a booth's electricity consumption (over 3 KW) will be roughly estimated on the basis of a list of electricity-consuming installations compiled by the exhibitor. Installations can also be conducted within a booth by approved specialist firms. internationale tanzmesse nrw should be informed in writing about these firms before the installation work begins. All electronic devices and installations need to comply with the German Association for Electrical, Electronic and Information Technologies' (VDE) standards. Exhibitors are liable for any damages that arise from the unauthorised use of electricity, water or from the unauthorised discharge of wastewater. internationale tanzmesse nrw does not assume any liability for technical disruptions that arise from fluctuations in power or force majeure, or if power supply is disrupted upon the order of the fire department or public utilities. It is not possible to install water or telephone connections at a booth.

§ 12 Cleaning / Deposit and clearing the exhibition booth / Collection by transport firms / Waste disposal

12.1 Cleaning

internationale tanzmesse nrw will assume responsibility for the basic cleaning of the shared exhibition halls. Exhibitors are responsible for cleaning exhibition booths themselves throughout the duration of the event. Cleaning needs to be completed before opening hours on the exhibition days. If exhibitors do not clean their booths using their own personnel, only cleaning firms approved by internationale tanzmesse nrw can perform cleaning tasks. The exhibition booth needs to have been well swept after it has been taken down and returned to the state it was in before the event.

12.2 Cash deposit and clearing the exhibition booth

Exhibitors will pay a deposit of €100 in cash with the organiser before setting up and occupying the allocated exhibition space. This deposit will then be refunded after taking down the booth and returning it in a contract-compliant condition. If the booth is not returned in such a condition, the deposit will be withheld, subject to further damages.

12.3 Collection by transport firms

Exhibitors are able to leave goods for up to two days in the basement of the Exhibition Halls for collection after prior consultation with internationale tanzmesse nrw. This will need to be registered with internationale tanzmesse nrw when checking out from the exhibition, before subsequently taking the goods to the designated location for storage. All safekeeping costs, in particular for removal and storage, will be assumed by the exhibitor. There is no liability for damage of any kind for items that have been taken into storage, with the exception of damage caused by gross negligence or an act of intention. If the goods are not collected within the agreed deadline of two working days, internationale tanzmesse nrw will issue the exhibitor an extended deadline via e-mail of five working days to collect the items. Upon the expiry of this deadline, the goods taken into storage will subsequently fall under the ownership of internationale tanzmesse nrw.

12.4 Waste disposal

Exhibitors are encouraged to produce as little waste as possible in an attempt to be more environmentally friendly. The disposal of waste at internationale tanzmesse nrw can be conducted using rubbish bags handed out by internationale tanzmesse nrw. internationale tanzmesse nrw will then assume responsibility for disposing of the rubbish bags.

§ 13 Catering services

Catering services will be the sole responsibility of the firms hired by internationale tanzmesse nrw.

§ 14 Animals in the exhibition halls

Animals are not permitted in the exhibition halls.

§ 15 Third party use of industrial property rights

internationale tanzmesse nrw expects exhibitors to observe the industrial property rights of other exhibitors. If internationale tanzmesse nrw is presented with a court ruling demonstrating that an exhibitor has violated the industrial property rights of another exhibitor, be that in the form of exhibited items, printed materials, advertising or any other such violation, internationale tanzmesse nrw is entitled, but not obliged, to remove the rights-violating exhibited items, printed materials or advertising from the booth, put them into storage until the end of the event, close down the booth of the exhibitor violating these industrial property rights and/or to expel the exhibitor and his or her personnel from the event site. If such measures are proven to be unwarranted, there can, however, be no compensation claims brought against internationale tanzmesse nrw, unless it is accused of gross negligence or intent.

§ 16 Photographs, films, video recordings and drawings

Films, photographs and the production of video recordings within the presentation rooms for Performances / Open Studios / Performance Parcours and all other Tanzmesse events are only permitted for persons that have been authorised to do so by internationale tanzmesse nrw. If these regulations are contravened, internationale tanzmesse nrw can take legal steps to demand that the recorded material be handed over.

internationale tanzmesse nrw is entitled to take photographs, drawings and film recordings of the event and to use these for advertising purposes or press releases.

§ 17 House rules

The house rules of internationale tanzmesse nrw apply within the exhibition premises. The house and ground regulations for the NRW-Forum Düsseldorf will apply and can be sent to exhibitors upon request. Advertisement for political or ideological purposes is not permitted. For any serious violations of said rules or conditions of participation, internationale tanzmesse nrw is entitled, after General terms and conditions for renting and operating an exhibition booth at the internationale tanzmesse nrw, 2018 edition 12

issuing a final warning, to immediately close or clear the exhibition space of the offending exhibitor, without the exhibitor being able to make a claim against internationale tanzmesse nrw. Exhibitors are liable for their full participation and additional costs in this instance.

internationale tanzmesse nrw will be in charge of admitting people to the event. Exhibitors and their employees looking to get into the event location will have to present their Booth Attendant Badge or another form of ID provided by internationale tanzmesse nrw to admission staff. Visitors must be in possession of a valid entry card.

§ 18 Exhibitor liability insurance

internationale tanzmesse nrw does not take out an insurance policy for individual exhibition booths, which is why exhibitors are strongly advised to take out the appropriate exhibitor insurance, particularly with regards to burglary, theft, water and fire damage, as well as accidents etc. (so long as this is not already covered in the business liability insurance).

Exhibitors are themselves responsible for any possible insurance for their exhibitor items and equipment, including transport, hanging-up items and storage.

Exhibitors are liable for all personal, property and financial damages that arise from their exhibition booth, equipment, exhibits and the operation of their exhibited goods. The exhibitor is obliged to uphold statutory, official and profession-specific accident prevention and safety regulations when setting up and taking down the exhibition booths, as well as during the event.

§ 19 Disclaimer of liability

internationale tanzmesse nrw will not assume any duty of care for exhibits, along with supplies and other goods brought to the event that are owned by the exhibitor. internationale tanzmesse nrw accepts no liability for the damage or disappearance of exhibited goods and other supplies brought by the exhibitor to the Exhibition Halls and adjoining rooms (storage) and/or possessions or property.

This does not affect liability for intent or gross negligence. This disclaimer of liability remains unaffected by the voluntary, or at least non-obligatory, security measures taken by internationale tanzmesse nrw for the entire property.

Exhibitors need to inform internationale tanzmesse nrw, the police and their insurance company of any damage caused, as well as produce a written report at a later date. Insofar as internationale tanzmesse nrw will provide a conventional electricity supply, it will not accept any liability for possible damages caused by power disruptions or failures for which it is not responsible. internationale tanzmesse nrw will not assume any strict liability for initial defects with the rented property (liability under a guarantee). If internationale tanzmesse nrw is forced to relocate, shorten, extend or completely cancel the event due to force majeure or other reasons for which it is not at fault, exhibitors cannot derive any rights from this, or in particular make compensation claims against internationale tanzmesse nrw.

§ 20 Liability of internationale tanzmesse nrw and its vicarious agents / Limitation of liability

Subject to the limitations of liability mentioned in section 12, internationale tanzmesse nrw, irrespective of legal grounds, is only liable for damage caused by internationale tanzmesse nrw, its legal representatives or management personnel due to gross negligence or intent. This is in the event that it concerns an obligation whose fulfilment is essential to the proper execution of the contract in question and on which the contracting party can and does routinely rely (cardinal duty).

In the event that a cardinal duty is violated, liability will be limited to the type of damage that could be reasonably foreseen within the scope of a contractual agreement such as the present one. If damage is caused by gross negligence or intent on behalf of other vicarious agents of internationale tanzmesse nrw, liability will be limited to the type of damage that could be reasonably foreseen within the scope of a contractual agreement such as the present one.

§ 21 Statute of limitation

Any claims against internationale tanzmesse nrw arising from the contractual relationship and all associated legal relationships will lapse by limitation within six months. The period of limitation begins at the end of the month in which the final day of the event takes place. internationale tanzmesse nrw must be notified in writing of any shortcomings connected with the hosting of the exhibition within two weeks of becoming aware of the problem, otherwise the claims will lapse.

§ 22 Force majeure

If internationale tanzmesse nrw is forced to vacate several exhibition areas either temporarily or for a longer period time, or to postpone or shorten the exhibition, due to force majeure or other reasons beyond its control (e.g. power failure), exhibitors will not be able to derive any rights of withdrawal or termination, or any other claims against internationale tanzmesse nrw, as a result of this.

§ 23 Place of fulfilment / Applicable law / Place of jurisdiction

Place of fulfilment and sole court of jurisdiction for all mutual obligations is Cologne. All legal relations between the exhibitor and internationale tanzmesse nrw shall be governed by German law and the German language version of the conditions of participation with additions and limitations according to the description on the homepage of internationale tanzmesse nrw and / or in the application for registration along with these terms and conditions. Provided the exhibitor is an entrepreneur, Cologne shall be the agreed place of jurisdiction.

internationale tanzmesse nrw reserves the right to alter these general terms and conditions as well as any further conditions of participation at any time.

Important note

The English translation of these terms and conditions is made for communication purposes only. In particular, the only legal valid terms and conditions is the German original text. If you have any questions, send an email to info@tanzmesse.com.