

## **Exhibition Terms and Conditions ITB Berlin 2023**

June 22

<b>§ 1</b>	<b>Event and Organizer .....</b>	<b>2</b>
<b>§ 2</b>	<b>Dates and Times.....</b>	<b>2</b>
<b>§ 3</b>	<b>Application, Admission, Conclusion of Participation Contract, Placement .....</b>	<b>2</b>
<b>§ 4</b>	<b>Stand Rental / Participation Fee and remuneration for services and products .....</b>	<b>3</b>
<b>§ 5</b>	<b>Communication Package .....</b>	<b>5</b>
<b>§ 6</b>	<b>International Representatives.....</b>	<b>6</b>
<b>§ 7</b>	<b>Cancellation, non-participation of the exhibitor, reduction of stand space, COVID-19 travel restrictions .....</b>	<b>6</b>
<b>§ 8</b>	<b>Terms of payment .....</b>	<b>7</b>
<b>§ 9</b>	<b>Construction, Dismantling, stand construction, Stand equipment and stand staff .....</b>	<b>7</b>
<b>§ 10</b>	<b>Building supervision and fire protection regulations .....</b>	<b>9</b>
<b>§ 11</b>	<b>Sale .....</b>	<b>9</b>
<b>§ 12</b>	<b>Serving of food and beverages .....</b>	<b>9</b>
<b>§ 13</b>	<b>GEMA fees .....</b>	<b>9</b>
<b>§ 14</b>	<b>High frequency, radio equipment .....</b>	<b>10</b>
<b>§ 15</b>	<b>Visual and acoustic performances.....</b>	<b>10</b>
<b>§ 16</b>	<b>Arrival and Departure .....</b>	<b>10</b>
<b>§ 17</b>	<b>Exhibitor Passes .....</b>	<b>11</b>
<b>§ 18</b>	<b>Change of the company's legal form.....</b>	<b>11</b>
<b>§ 19</b>	<b>COVID-19, Hygiene and Safety Concept.....</b>	<b>11</b>

## **§ 1 Event and Organizer**

Die ITB Berlin („**ITB Berlin**“ or „**Event**“) is organized by Messe Berlin GmbH („**Messe Berlin**“) on the Berlin ExpoCenter City („**ExpoCenter**“).

## **§ 2 Dates and Times**

### **2.1 Duration of ITB Berlin 2023:**

Tuesday, March 7, 2023 –

Thursday, March 9, 2023

### **2.2 Daily Opening hours:**

10 am – 6 pm

(for exhibitors: 8.30 am – 7 pm)

### **2.3 Deadline for Application:**

September 30, 2022

### **2.4 Deadline for submission of building plans:**

January 15, 2023

### **2.5 Start of construction:**

from February 28, 2023,

daily from 7 am – 10 pm

### **2.6 End of construction:**

Monday, March 6, 2023, 10 am (construction)

Monday, March 6, 2023, 10 pm (decorative)

### **2.7 Dismantling starting:**

Thursday, March 9, 2023, 6 pm – 10 pm

from Friday, March 10, 2023, daily 7 am – 10 pm

### **2.8 Dismantling ends:**

Monday, March 13, 2023, 10 pm

## **§ 3 Application, Admission, Conclusion of Participation Contract, Placement**

3.1 Applications can only be made via the application portal provided on the Event Website <https://www.itb.com>. The exhibitor will receive an electronic confirmation of receipt of his/her application, which does not constitute admission to the Event. The application via the application portal does not constitute a claim to admission.

3.2 Only companies that correspond to the theme of the Event, with particular reference to the list of branches ITB Berlin, will be admitted as Exhibitors. The list of branches ITB Berlin can be viewed at [https://www.itb.com/itb/downloads-alle-sprachen/anmeldung-\(2023\)-de/branchenverzeichnis.pdf](https://www.itb.com/itb/downloads-alle-sprachen/anmeldung-(2023)-de/branchenverzeichnis.pdf).

3.3 Messe Berlin will submit to the Exhibitor an offer for the location and size of the stand space provided ("placement offer") within the scope of the given possibilities and taking into account the registered form and size of the stand. The offered placement, also taking into account the information provided by the Exhibitor, is based on Messe Berlin's needs and spatial possibilities within the scope of its free discretion. The Exhibitor shall not be entitled to a specific location and a specific size of stand. Deviating from section 1.1 of the General Terms of Business for Trade Fairs and Exhibitions of Messe Berlin GmbH (hereinafter referred to as "General Terms of Business of Messe Berlin") the placement offer of Messe Berlin

constitutes Messe Berlin's offer to conclude the participation contract ("**contractual offer**"), which is subject to confirmation and non-binding until accepted by the exhibitor. Messe Berlin may withdraw the contractual offer at any time prior to the Exhibitor's declaration of acceptance.

- 3.4 The offer of contract and is at the same time to be understood as admission of the exhibitor to the event.
- 3.5 Provided that the Exhibitor declares his agreement to the contractual placement offer in text form within the deadline set, this declaration of agreement constitutes - in deviation from Item 3.1 of the General Terms and Conditions of Messe Berlin - the "**conclusion of the contract**" for the provision of the exhibition space, for the construction of an exhibition stand operated by the Exhibitor ("**Stand**" or "**Stand**s") and for the Exhibitor's participation in the event ("**Participation Contract**").
- 3.6 If the Exhibitor does not agree to the placement proposal or does not agree to it in due time, Messe Berlin may submit an alternative proposal to the Exhibitor, but is not obliged to do so.
- 3.7 The Exhibitor may not relocate, exchange, divide, or transfer all or part of their exhibition space to third parties who are not co-exhibitors approved by Messe Berlin, unless Messe Berlin has given its prior written consent.
- 3.8 Each Exhibitor is obliged to make use of the information provided to them, i.e. to inform themselves in particular about the spatial and technical requirements for the individual stand construction, the location, the exact dimensions and any fixtures of the stand allocated to them.
- 3.9 Messe Berlin is entitled at any time to provide the Exhibitor with an exhibition space that deviates from the placement, i.e. to change the Exhibitor's exhibition space or stand in terms of location, shape, dimensions and/or size, provided that such changes are necessary for technical or operational reasons and are made to an extent that is reasonable for the Exhibitor, taking into account the interests of the Exhibitor. The Exhibitor will be allocated a space of equal value if possible.

Insofar as subsequent changes result in a reduced participation price, the difference shall be refunded to the Exhibitor.

The Exhibitor is entitled to withdraw their application or to withdraw from the contract within one week after notification of the new placement. Further claims against Messe Berlin are excluded.

- 3.10 Applications received after the deadline of application according to section 2.3 will only be considered if there are remaining spaces available.
- 3.11 If the Applicant makes the application for another person (Third Party) or passes on their data (e.g. contact data of a contact person), the Applicant has to ensure and assures that he is entitled to pass on the data to Messe Berlin, that Messe Berlin is entitled to lawfully process the data for the aforementioned purposes and that the Third Party has been informed about the processing of his/her data according to Messe Berlin's privacy policy. The exhibitor is liable for non-compliance with these provisions by the Applicant.

#### **§ 4 Stand Rental / Participation Fee and remuneration for services and products**

- 4.1 The participation fee owed for participation in the Event comprises the rental fee for the stand area, the Communication Package according to section 4.5 and the AUMA contribution according to section 4.6. The remuneration for the services and products accompanying the Event shall result from the prices for the ancillary and additional services stated in the BECO Webshop.

#### **4.2 Square Meter Price and EARLY BIRD RATE:**

The minimum stand size is 20 m<sup>2</sup>.

The basic stand rental per  
m<sup>2</sup> floor space is: **EUR 209.00**  
(row stand)

The rental per m<sup>2</sup> increases by

17%, if the stand is open on  
2 sides = **EUR 244,53**

42%, if the stand is open on  
3 sides = **EUR 296.78**

67%, if the stand is open on  
4 sides = **EUR 349.03.**

The surcharge is only on the first 100 m<sup>2</sup>. From 101 m<sup>2</sup> each additional m<sup>2</sup> is calculated with the basic stand rental of EUR 209.00. There is no surcharge for stands larger than 401 m<sup>2</sup>.

**EARLY BIRD RATE:**

Reduced basic stand rent for all exhibitors who have registered via the registration portal on the website <https://www.itb.com> by 31.08.2022

The basic stand rental per  
m<sup>2</sup> floor space is: **EUR 205.00**  
(row stand)

The rental per m<sup>2</sup> increases by

17%, if the stand is open on  
2 sides = **EUR 239.85**

42%, if the stand is open on  
3 sides = **EUR 291.10**

67%, if the stand is open on  
4 sides = **EUR 342.35**

- 4.3 Electricity/water **consumption**, hall lighting, heating, aisle cleaning and hall supervision are included in the rental price.
- 4.4 The electricity/water **connection** must be ordered as an additional service in the BECO Webshop.
- 4.5 Part of the participation contract is a Communication Package (obligatory), the scope of services of which is specified in section 5. The prices are for the

**Main Exhibitor EUR 112.00**  
**plus EUR 112.00 per each registered Co-Exhibitor.**

**Cost cap:**

Flatrate in the amount of EUR 5,700.00 for fifty (50) co-exhibitors and more including the Communication Package for the main exhibitor and all co-exhibitors.

**The fee for the co-exhibitors will be charged to the main exhibitor after the Event per final invoice taking into account already made advance payments.**

- 4.6 In accordance with the agreements reached with the Confederation of German Trade Fair and Exhibition Industries (AUMA) an additional amount of EUR 0.60 per m<sup>2</sup> of exhibition area will be charged. <https://www.auma.de/en>.
- 4.7 For two-storey stands the fee for the upper-storey is generally 55.00 EUR per m<sup>2</sup> plus the AUMA fee of 0.60 EUR per m<sup>2</sup> in addition to the first-floor area, so long as the complete stand construction documents are submitted until January 15, 2023 according section 2.5. **If the complete documents are received after January 15, 2023**, the upper-storey fee is 160.00 EUR per m<sup>2</sup> plus the AUMA fee of 0.60 EUR per m<sup>2</sup>. **Furthermore, the building permit nor the release of use for the upper-storey cannot be committed.** For details referring to approval process of two-storey stands see section 4.2 et seq. of the Technical Guidelines of Berlin ExpoCenter City (<https://www.messe-berlin.de/messe-berlin/downloads-englisch/technical-guidelines-berlin-expocenter-city.pdf>).
- 4.8 All of the prices mentioned here are net prices and subject to German value-added tax (VAT).

## § 5 Communication Package

5.1 With the Communication Package, Messe Berlin offers its exhibitors a package of selected marketing tools to optimize their participation in the trade fair and their presence on the market.

5.2 The Communication Package includes presentation of the exhibitor and any co-exhibitor during ITB Berlin in the directories of ITB Berlin and via ITB-online platforms (Website and app). The presentation within the directories of ITB Berlin will take place during duration of ITB Berlin 2023, the presentation via ITB-online platforms (Website and app) will be available from February 1, 2023, until January 31, 2024.

The presentation within the directories of ITB Berlin will include:

- company name (max. 65 signs)
- Hall and stand number

The presentation via ITB-online platforms will include:

- company profile, i.e. company name, address, hall and stand number
- company description (max. 4000 signs)
- company logo
- company header
- contact person
- link to company website
- Social Media links
- links
- products (max. 4)
- industries
- event overview
- appointment tool
- backoffice
- overview linked exhibitors
- Trademarks
- Multimedia-Upload

5.3 The costs for the Communication Package according to section 4.5 will be invoiced to the Main Exhibitor.

5.4 The exhibitor and the co-exhibitor hereby grant Messe Berlin the simple, non-exclusive, non-transferable, worldwide usage rights ("**Usage rights**"), limited to the term of the contract, to use the data, logos, brands, images, advertising spots, product videos, advertisements, links and other contents provided by the exhibitor and co-exhibitor to Messe Berlin in connection with the services to be provided by Messe Berlin (collectively referred to as "**exhibitor contents**") into the directories of ITB-Berlin, the ITB-online platforms, the ITB Berlin website and other agreed media, to display, reproduce, disseminate and make them publicly accessible, as well as to technically process them to the extent necessary for the provision of services by Messe Berlin. The aforementioned granting of usage rights shall also apply in particular to existing and future copyrights and ancillary copyrights to the exhibitor contents, the right to one's own image, as well as rights to names, titles, trademarks and other signs ("**property rights**").

5.5 Exhibitor and Messe Berlin respectively act each as a separate controller within the meaning of the EU General Data Protection Regulation (EU GDPR). The exhibitor assures that Messe Berlin may lawfully process the exhibitor content within the meaning of section 5.4 within the framework of the participation contract for the described purposes.

### 5.6 Real-time Lead Reports:

Messe Berlin offers exhibitors as part of the Communication Package the disclosure of personal data of trade show participants (hereinafter referred to as "leads") under the following conditions. The data protection obligations of Messe Berlin and of the exhibitor and their internal relationship in this context are regulated as follows:

- 5.6.1 Messe Berlin discloses to the exhibitor via the back offices the following personal data of those leads which have explicitly consented on the ITB Online Platform to the data disclosure and processing for the purpose mentioned in section 5.6 below: the data provided by the leads in their profile on the ITB Online platform (in particular name and contact details). The exhibitor recognizes that this consent is voluntary and can be withdrawn by the leads at any time.
- 5.6.2 Messe Berlin and the exhibitor are each a separate controller respectively of the processing of the personal data of the leads in their respective area of responsibility. The exhibitor recognizes and assures that he is solely responsible for the lawfulness of the processing of the personal data and compliance with all applicable data protection laws, including the GDPR and relevant laws at EU Member State level (together referred to as "data protection laws") in his area of responsibility.
- 5.6.3 The exhibitor agrees and undertakes to process the personal data of the leads disclosed to the exhibitor by Messe Berlin in compliance with the consent and solely for the purpose of establishing contact in order to advertise his own products and services by e-mail or post. The exhibitor shall process the personal data so disclosed to him in any case in accordance with the applicable laws and regulations, including data protection laws, and the rights of the data subjects. Specifically, the exhibitor undertakes to respect the rights of the data subjects who withdraw their consent or exercise their right to object to the processing or use of their personal data for marketing purposes.

## **§ 6 International Representatives**

Messe Berlin maintains a worldwide network of foreign representatives, whose contact details can be obtained from the Messe Berlin website at <https://www.messe-berlin.de/en/company/messe-berlin-worldwide/>. All exhibitors based outside Germany are entitled to be advised from the international representative responsible for them. The service includes the provision of information on events and entry requirements, and in particular assistance with visa matters.

## **§ 7 Cancellation, non-participation of the exhibitor, reduction of stand space, COVID-19 travel restrictions**

- 7.1 In deviation from the provisions of section 8.1 sentence 1 of the General Terms of Business of Messe Berlin, the exhibitor is entitled to withdraw from the contract or to cancel their participation in the Event. The following cancellation conditions apply:
- a. Any withdrawal or cancellation until November 30, 2022 is free of charge, i.e. Messe Berlin will not charge any stand rental fee.
  - b. In the event of withdrawal or cancellation after November 30, 2022, Messe Berlin is entitled to charge 50 % of the stand rental fee.
  - c. In the event of withdrawal or cancellation after January 1, 2023, Messe Berlin is entitled to charge 100% of the stand rental fee.

The fact that the exhibitor does not use the stand space ("no-show") is equivalent to withdrawal or cancellation, irrespective of whether the exhibitor announces the no-show. In all other respects, the provisions of section 8.1, sentences 2 to 4 of the General Terms of Business of Messe Berlin remain unaffected by this regulation in accordance with this section 7.1.

- 7.2 If the exhibitor unilaterally reduces the stand area or only makes partial use of it, the cancellation conditions specified under section 7.1 apply subject to the following provisions:
- a. In the event of a reduction in stand space after November 30, 2022, Messe Berlin is entitled to charge 100% of the stand rent attributable to the remaining stand space and 50% of the stand rent attributable to the stand space not taken up.
  - b. If the stand area is reduced after January 1, 2023, Messe Berlin is entitled to charge 100% of the stand rent attributable to the originally rented stand area.

In deviation from section 8.1 sentences 2 and 3 of the General Terms of Business of Messe Berlin, the following applies in the event of a reduction in the rented stand area: If the exhibitor reduces his rented stand area, Messe Berlin is entitled to dispose otherwise of the stand area not taken up by the exhibitor. If Messe Berlin succeeds in allocating the unused stand space to another exhibitor, whom Messe Berlin would not otherwise have placed on another stand space, in return for

payment, the exhibitor not using the stand space is only required to pay 25% of the stand rent attributable to the stand space that was not used but was passed on. If the unused stand area cannot be allocated, or can only be allocated in part, to an exhibitor whom Messe Berlin would not otherwise have placed on another stand area, the exhibitor not using the stand area is obliged to pay 50% or 100% of the stand rent attributable to the stand area not used and not passed on, in accordance with the preceding section 7.2, sentence 1, lit. a) and b). Messe Berlin is not obliged to accept a substitute exhibitor provided by the exhibitor. In all other respects, the provisions of section 8.1 sentence 4 of the General Terms of Business of Messe Berlin remain unaffected by this regulation in accordance with this section 7.2.

- 7.3 The exhibitor is also entitled to withdraw from the Event or to cancel or reduce the stand area if, due to the SARS-COVID-19 pandemic, there is a government-ordered (domestic or foreign) travel ban or a government-ordered ban on entering Germany prior to the start of the Event, and this makes it impossible for the exhibitor to operate their stand in terms of personnel. Cases in which entry into Germany prior to the start of the Event and/or the return to the country of origin of the personnel intended to operate the stand after the Event would require a government-ordered quarantine of at least seven (7) days are to be equated with an impossibility due to travel restrictions pursuant to sentence 1, and such quarantine cannot be avoided by reasonable measures such as molecular biological tests (PCR tests) and/or vaccinations. In the cases specified in this section 7.3, sentences 1 and 2, Messe Berlin is entitled to charge the costs for the Communication Package in the amount of EUR 112.00 per main exhibitor plus additional EUR 112,00 per each co-exhibitor, but capped at EUR 5,700.00 ("cost cap") according to section 4.5. In all aforementioned cases, the exhibitor must provide evidence of the impossibility.
- 7.4 The obligation to pay or refund the stand rent in accordance with the aforementioned section 7.1 to section 7.3 does not affect any possible claims on the part of Messe Berlin for goods and services already provided at the instigation of the exhibitor. In addition, the exhibitor is responsible for all other costs incurred in connection with participation in the Event.

## **§ 8 Terms of payment**

- 8.1 The total Participation Fee in accordance with section 4.1 becomes due and will be invoiced with the down payment invoice. Invoicing of all other services, i.e. including ancillary and additional services ordered in the BECO Webshop, will be carried out after the Event has been held, with any advance payments already made being credited against a final invoice. The exhibitor will receive a confirmation of order together with the down payment invoice containing a breakdown of the services invoiced in the down payment invoice.
- 8.2 The period of payment of the stand rental cost is specified in the down payment invoice (100% of the stand rental) and on the final invoice. Invoice number and customer number are requested.
- 8.3 If the exhibitor wants to be exempted from the VAT payment, it should submit the VAT form (available for download under <https://www.itb.com/de/zusatzseiten/downloadcenter/> and additionally a Business Certificate in English for companies seated outside the EU. If the exhibitor submits the documents after the invoice has been set, and the invoice must be adjusted, Messe Berlin charges a EUR 80.00 invoice cancellation fee, which must be paid together with the invoice.
- 8.4 The above mentioned invoice cancellation fee in the amount of EUR 80.00 is also to be paid by the exhibitor, in case of any change in the billing drawee at the request of the exhibitor, upon receipt of the invoice.

## **§ 9 Construction, Dismantling, stand construction, Stand equipment and stand staff**

### **9.1 Night work ban**

During the set up and dismantling phase, there is a general night work ban, which means that after 10 pm until 7 am it is forbidden to raise and / or dismantle any stand construction. If you need to raise and / or dismantle after 10 pm, you have to apply for it with the appropriate form from the BECO Webshop and have it approved by Messe Berlin. The approval is only valid with simultaneous booking of a performance fee.

## 9.2 Early stand set-up

The construction of the stands may only happen from February 28, 2023 from 7 am on. If an early stand set up, i.e. before February 28, 2023, is needed, this must be requested with the corresponding formulary via BECO Webshop and approved by Messe Berlin.

**An early stand set-up is allowed only for stands from 50 m<sup>2</sup> on. A fee of EUR 6.00 per m<sup>2</sup> and for each day is charged for an early stand set-up. After having sent the appropriate form, authorization is granted if the respective hall is available.**

## 9.3 Construction heights and stand construction

The maximum permitted height of any structure, including the upper edge of suspensions and fascias, for stand areas up to 50 m<sup>2</sup> is +5.00m, and +6.00m for stand areas 50 m<sup>2</sup> to 200 m<sup>2</sup> in all halls (see below for exceptions). Approval may be given for higher structures in individual cases, for exhibitors renting an entire hall or in the case of rental areas bigger than 200 m<sup>2</sup>.

Exceptions: For exhibitors in halls 8.1, 10.1 and 11.1, there is a binding height restriction of 3.60 m for all structures. In halls 1.1, 2.1, 3.1 and 4.1 the construction height is restricted to 5.50 m, in some cases even to 5.00m.

Furthermore, the stand construction regulations of Technical Guidelines of ExpoCenter City apply (available for download under <https://www.messe-berlin.de/messe-berlin/downloads-englisch/technical-guidelines-berlin-expocenter-city.pdf>).

Offers for a rental system stand and/or an individual stand construction can be requested from:

MB Capital Services GmbH  
[www.mb-capital-services.de/en](http://www.mb-capital-services.de/en)  
Thüringer Allee 12  
14052 Berlin, Germany  
Tel: +49 30 3067 2015  
Fax: +49 30 3067 2058  
Email: [info@mb-capital-services.de](mailto:info@mb-capital-services.de)

## 9.4 Dismantling:

Dismantling is not allowed before Thursday, March 9, 2023, 6 pm at the earliest (see section 2.6).

**If the Exhibitor violates these dismantling regulations, the organizer is entitled to demand a contractual penalty to be determined in each individual case at the organizer's reasonable discretion in the amount of maximum EUR 12,000.00, the appropriateness of which is to be reviewed by the competent court in the event of a dispute. The Exhibitor may provide evidence that the organizer has not suffered any damage or that the damage is significantly less. This shall not affect the possibility of asserting further claims.**

**The contractual penalty will be determined in relation to the rented stand area according to the following scale:**

<b>Until 20 m<sup>2</sup>:</b>	<b>EUR 1,250,00</b>
<b>21 – 100 m<sup>2</sup>:</b>	<b>EUR 2,800,00</b>
<b>101 m<sup>2</sup> – 500 m<sup>2</sup>:</b>	<b>EUR 5,500.00</b>
<b>501 – 1.000 m<sup>2</sup>:</b>	<b>EUR 8,250.00</b>
<b>from 1.001 m<sup>2</sup>:</b>	<b>EUR 12,000.00.</b>

## 9.5 Minimum equipment and stand staff:

The minimum equipment of the stand are floor covering as well as partition walls to your neighboring stands and rear wall. The floor covering must be laid in such a way that accidents are prevented. They may not exceed beyond the boundaries of the stand. The partition walls of a stand above +2.50m, directly bordering an adjacent stand, must have a neutral, smooth white finish, which is structurally stable, has no visible gaps and bears no advertising message of any kind whatsoever. Section 4.7.4 and 4.7.6 of the Technical Guidelines of ExpoCenter City apply



<https://www.messe-berlin.de/messe-berlin/downloads-englisch/technical-guidelines-berlin-expocenter-city.pdf>).

Each Exhibitor is obliged to fully equip their stand during the Daily Opening Hours according to section 2.3 in connection with section 2.1 and to staff it with expert personnel. If the Exhibitor violates this regulation, Messe Berlin is entitled to demand a contractual penalty to be determined in each individual case at Messe Berlin's reasonable discretion in the amount of maximum EUR 12,000.00 the appropriateness of which is to be reviewed by the competent court in the event of a dispute. The Exhibitor may provide evidence that the organizer has not suffered any damage or that the damage is significantly less. This shall not affect the possibility of asserting further claims.

The contractual penalty will be determined in relation to the rented stand area according to the following scale:

<b>Until 20 m<sup>2</sup>:</b>	<b>EUR 1,250,00</b>
<b>21 – 100 m<sup>2</sup>:</b>	<b>EUR 2,800,00</b>
<b>101 m<sup>2</sup> – 500 m<sup>2</sup>:</b>	<b>EUR 5,500.00</b>
<b>501 – 1.000 m<sup>2</sup>:</b>	<b>EUR 8,250.00</b>
<b>from 1.001 m<sup>2</sup>:</b>	<b>EUR 12,000.00.</b>

#### **§ 10 Building supervision and fire protection regulations**

Emergency exits, entrances and exits, fire alarms, hydrants, smoke dampers, electrical distributions and switchboards, telephone distributors and ventilation slots must be freely accessible and may not be obstructed. The use of open fires for cooking, heating and operating purposes is prohibited. Packing material, paper and other easily combustible materials may not be left lying around or stored in the halls. Outside the halls, vehicles, containers, other storage containers and materials may be parked only from 5 m from the hall wall. Detailed technical and construction regulations can be found online in the BECO Webshop.

#### **§ 11 Sale**

The direct sale of food, drinks, typical souvenir at ITB Berlin is not permitted.

#### **§ 12 Serving of food and beverages**

Provided that at the time of ITB Berlin 2023, the serving of food and beverages is not prohibited by ordinance or other public law requirements and regulations, Exhibitors and co-exhibitors must observe the following:

For the serving of food and beverages (including samples) at the exhibition stands, the Exhibitor must strictly comply with the statutory regulations, in particular those of the "Gaststättengesetz" (Law that governs the requirements for the operation of a restaurant or pub, licenses etc.) and orders issued by the Veterinary and Food Supervisory Office. The following regulatory authority is responsible for applications for the granting of a catering permit (Gestattung) with regard to the serving of alcohol at the stand

Ordnungsamt Berlin - Charlottenburg-Wilmersdorf  
Hohenzollerndamm 174-177  
10713 Berlin

<https://service.berlin.de/dienstleistung/327483/en/>

Application Form available at (only German):

[https://www.berlin.de/ba-charlottenburg-wilmersdorf/service/formulare/mdb-antrag\\_12\\_gastg\\_gestattung\\_wi523.pdf](https://www.berlin.de/ba-charlottenburg-wilmersdorf/service/formulare/mdb-antrag_12_gastg_gestattung_wi523.pdf).

#### **§ 13 GEMA fees**

A license from GEMA is required for the public performance of copyrighted music, whether as background music or as part of a separate event, whether for all trade fair visitors or for invited guests, and regardless of the form of performance (live, audio/CD/MP3/vinyl/streaming) or video

(DVD/MPEG/streaming). Applications are to be made via the online portal

<https://www.gema.de/en/musicusers/>

(for questions contact GEMA

+49 (0) 30 58858 999 | [kontakt@gema.de](mailto:kontakt@gema.de)

Monday to Friday 07:00 - 18:00).

Further information are available at <https://www.gema.de/en>

#### **§ 14 High frequency, radio equipment**

14.1 The operation of high-frequency, radio systems and other transmitters for communication purposes are subject to notification or licensing by the Federal Network Agency for Electricity, Gas, Telecommunications, Post and Railway, Berlin Branch Office, Seidelstraße 49, 13405 Berlin, [[www.bundesnetzagentur.de](http://www.bundesnetzagentur.de)].

The frequency bands/ranges preferentially used by Messe Berlin's event-related transmission technology are listed in Messe Berlin's Technical Guidelines under section 5.11.

14.2 If unauthorized frequencies are used, this will be prevented, as other Exhibitors may be permanently disrupted in their trade fair presentation and the technical equipment of third parties may be damaged.

#### **§ 15 Visual and acoustic performances**

15.1 Music and folklore performances are only permitted as part of an evening event (from 6 pm) at the ITB Berlin and only if neither stand neighbors are being harassed nor public access are blocked. The performances must be agreed with the stand next to and held at a moderate volume. Stand volume should not exceed an averaging level of 70 db (A) at the stand boundaries. Messe Berlin is entitled to prohibit music and folklore performances at any time and with immediate effect in case of violations of copyrights.

15.2 Presentations at the stand must be registered until February 24, 2023, and are only allowed upon approval by Messe Berlin. The corresponding formular is available via BECO Webshop.

Presentations at the stand are allowed from 10 am to 6 pm. Furthermore, evening events can take place from 6 pm to 10 pm after approval by the fair management. The approval is only valid with simultaneous booking of a performance fee.

15.3 Handouts of a political nature may not be distributed in any form. Moreover, the design and decoration of the stands must be free from any kind of political statement.

15.4 It is forbidden to attach posters and other materials or any projection on any walls or floor surfaces outside the hired stand.

#### **§ 16 Arrival and Departure**

16.1 When possible, requests by exhibitors for parking space on the exhibition grounds will be taken into consideration if possible; rights to a parking space proper or a certain parking space do not exist. Parking spaces are to be charged, the parking passes can be ordered via the BECO Webshop.

During the construction and dismantling period, as well as during the fair, the regulations of the Traffic Guide or the event-related traffic information will apply. It will be available from January 2023 at <https://www.itb.com/en/>.

16.2 Exhibitors and accompanying persons are required to leave the halls not later than one hour after the fair closes. Everyone leaving the exhibition grounds with a parcel is required to show the parcel's origin to the exit guards.

16.3 Animals are not allowed onto the exhibition grounds.

## § 17 Exhibitor Passes

Exhibitors are entitled to free Exhibitor passes in the following numbers:

up to 20 m <sup>2</sup> :	3 passes
for each additional 10 m <sup>2</sup> :	1 additional pass

The free Exhibitor passes will be made available to the Exhibitor on their customer account at the BECO Webshop in the form of a code.

Additional Exhibitor passes have to be ordered for a fee at the BECO Webshop.

The Exhibitor Passes enables access to the exhibition ground from 8:30 am to 9 pm during duration of ITB Berlin as well as from 7 am to 22 pm during construction and dismantling period.

## § 18 Change of the company's legal form

- 18.1 The exhibitor is obligated to notify Messe Berlin immediately about any change in the form of the company (e.g. merger, change of corporate form), even if the change only affects the legal form, with no transfer of assets.
- 18.2 The obligation to provide such information also applies to links between companies and structural changes to the company's legal form (changes in holdings resulting from the inclusion or withdrawal of shareholders as well as the changes to the lessee's holdings in other companies which have or had a contractual relationship with Messe Berlin etc.)
- 18.3 In the above cases Messe Berlin is entitled to withdraw from the rental agreement with immediate effect. Any down payments made up to that time will be reimbursed. Any claims for damages by the exhibitor will be excluded, regardless of their legal basis.

## § 19 COVID-19, Hygiene and Safety Concept

- 19.1 Exhibitors and co-exhibitors are obliged to inform themselves in advance of their participation in the Event about the currently applicable regulations, laws, ordinances and other orders issued in connection with the containment of Coronavirus SARS-CoV-2 (COVID-19) ("COVID-19 regulations") and to comply with them. In addition, Exhibitors and co-exhibitors are obliged to observe the hygiene and safety measures issued by Messe Berlin for the Event, in particular the Hygiene and Safety Concept for the event (<https://www.messe-berlin.de/en/visitors/allgemeine-informationen/>). Against the background of the dynamic development of coronavirus, Exhibitors and co-exhibitors acknowledge that Messe Berlin is entitled to adapt hygiene and safety measures to the current legal situation at any time and that they are obliged to keep themselves continuously informed of any changes, in particular via the Event website.
- 19.2 Furthermore, Messe Berlin is entitled, in accordance with legal requirements, to link the right to participate and admission to the event to the fulfillment of health, safety and hygiene conditions (e.g. convalescent or vaccinated status when opting for an event under 2G conditions). If Messe Berlin changes the conditions for participation and admission after the exhibitor or co-exhibitor has been admitted, and if it is demonstrably impossible for the exhibitor or co-exhibitor to participate in the event for this reason, the exhibitor and co-exhibitor are entitled to withdraw from the participation contract or cancel their participation within a period of 2 weeks from the announcement of the conditions. Further claims, in particular claims for damages, against Messe Berlin are excluded due to overriding health concerns of the other exhibitors and participants.
- 19.3 Insofar as the COVID-19 regulations currently in force at the time of the Event stipulate that persons participating in the Event must have tested negative for infection with the SARS-CoV-2 coronavirus, or other personal restrictions on participation apply to protect against infection with the coronavirus, Exhibitors and co-exhibitors are obliged to comply with these regulations and with the requirements issued by Messe Berlin in this connection, and to inform the persons employed by them and third parties commissioned by them accordingly.

- 19.4 Exhibitors and co-exhibitors are responsible for complying with the applicable hygiene and protection regulations on their stand. In addition, Exhibitors and co-exhibitors must ensure that third parties commissioned by them are informed about the regulations and measures to be observed and comply with them. Messe Berlin reserves the right to exclude the persons concerned from participation in the Event in the event of any violations of the provisions for the containment of the COVID-19 virus and/or non-compliance with the hygiene and safety measures.