

# Conditions of Participation

## Special Section



ISM 2021  
The world's largest trade fair for sweets  
and snacks  
31.01-03.02.2021

## 1 Organiser, event, venue and dates, visitor admission

### 1.1 Title

ISM is organised by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany. The conceptual sponsor is the International Sweets and Biscuits Fair Working Group (AISM). The event will be held at Koelnmesse GmbH fair grounds from Sunday, 31st January 2021, to Wednesday, 03rd February 2021.

### 1.2 Opening hours

For exhibitors, Sunday - Tuesday from 8:00 a.m. to 7:00 p.m.  
Wednesday from 8:00 a.m. to 5:00 p.m.

For visitors, Sunday - Tuesday from 9:00 a.m. to 6:00 p.m.  
Wednesday from 9:00 a.m. to 4:00 p.m.

### 1.3 Stand build up and dismantling

Build up may begin at 8:00 a.m. on Thursday, 28 January 2021. Build up must be completed by no later than 8:00 p.m. on Saturday, 30 January 2021. The aisles must be completely cleared by this time.

Dismantling of the exhibition stand and the goods presentation may not begin before the end of the event at 4:00 p.m. on Wednesday, 03 February 2021. Admission for dismantling personnel starts at 4:00 p.m. Trucks will be permitted to enter starting at 6:00 p.m.

### Dismantling period

03.02.2021: from 4:00 p.m. consistently to  
04.02.2021: midnight  
05.02.2021: 7:00 a.m.– 6:00 p.m.

**From 04.02.2021, midnight till 05.02.2021, 7:00 a.m. dismantling is not possible!**

Dismantling of all stands and exhibits must be finished by 6:00 p.m. on Friday, 05 February 2021.

For the entire duration of the fair, the registered and authorised exhibits must be on display at the stand, and stand personnel must be in attendance (General Section of the Conditions of Participation, III, Paragraph 3). Stand dismantling may not begin before 4:00 p.m. on 3 February 2021. This means that the stand may not be partially or completely cleared, and exhibits may not be packed away, before this time.

**Koelnmesse GmbH has the right to impose a fine of up to Euro 5,000.00 for each time that an exhibitor violates this regulation. The size of the fine will depend on the seriousness of the violation. Furthermore, Koelnmesse reserves the right to stop the preferential treatment of these exhibitors by not offering them the chance to rebook the same location for the next fair or to ban the exhibitor in question from participating in the next ISM.**

### 1.4 Visitor admission

The ISM is open to trade visitors only.

Buyers from the following areas of the retail and wholesale trades are permitted to attend the fair: food and beverage wholesale & importer; food and beverage purchasing associations; grocery wholesale; wholesale food remnants; retail confectionery trade; supplier for foodservice; cafes, confectioners, bakery operations, confectionery; confectionery specialist outlets; trade chains and their regional branches; hypermarkets; shopping centers; cash & carry operations; discount outlets; drugstore chains; health food wholesalers; department stores - central/local administration; online-food retailers; vending machine operator; convenience stores; filling stations - central/local administration; nutrition scientist; food chemist and producers of sweets and snacks according to the list of products.

## 2 Eligibility to participate

### 2.1 Exhibitors

At ISM, only products contained in the list of products that are suitable for distribution to consumers and which are wrapped inside packaging that is suitable for the retail trade can be presented. Packaging/packaging materials as well as raw materials/ingredients that serve for the production of end products ready-to-sell in shops, are not allowed to be exhibited. Exclusively manufacturers that are registered in the trade register or in the register of skilled craftsman are allowed to participate. You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company.

You can exhibit for the companies you represent as a trade representative, sales company, association and importer insofar as the goods exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits.

Koelnmesse GmbH also requires that proof of the nature of the manufacturer's business or of the activities as the manufacturer's sales company or importer be submitted in appropriate form on demand. Decisions on company admissions, eligible products and the location of exhibitor stands will be made by Koelnmesse GmbH. In the event of a rejection, you will receive a separate letter.

All exhibited products and services must correspond to the focus of the event. See the accompanying list of products, Form 1.30. The products must be new ex-works. Products and services that do not correspond to the list of products and used products may not be exhibited or offered.

### 2.2 Co-exhibitors / additionally represented companies

The participation of co-exhibitors and/or additionally represented companies at ISM is possible. **Co-exhibitors are not allowed with group participants.** A special application and the acceptance by the organiser are required for the use of the stand area by a co-exhibitor or additionally represented company (see Item V of the General Section of the Conditions of Participation).

## 3 Participation fee and other costs

### 3.1 Participation fee: Euro 229.00 per m<sup>2</sup> of floor space

The participation fee does not include the provision of stand partition walls or other special construction elements. The participation fee is calculated according to the dimensions of the allocated stand area. Hall pillars and other structural elements found within the hired stand area do not entitle the exhibitor to a reduction in the participation fee. The participation fee (plus VAT) is:

for applications until 31 May 2020	<b>EUR 183,50 per m<sup>2</sup></b>
for applications as of 1 June 2020	<b>EUR 229,00 per m<sup>2</sup></b>

– Application forms received by Koelnmesse GmbH –

### 3.2 Energy costs

Exhibitors will be charged a proportional flat-rate energy fee of Euro 10.50 per m<sup>2</sup> of occupied stand area.

### 3.3 Down payment for services

Koelnmesse shall be entitled to charge a reasonable down payment for the services used for the event in question - e.g. electrical and water connections, stand cleaning etc. The down payment for services shall be assessed on the basis of the services charged for the previous event. The down payment for exhibitors who have not participated in the previous event shall total Euro 19.50 per m<sup>2</sup> - plus the costs for the obligatory marketing services (Marketing Package); see Item 7.2., Special Participation Conditions.

Once the event has ended, a separate final invoice for services will be issued; the down payment will be applied towards this amount. The invoice shall fall due for payment immediately following receipt. If the amount of the down payment should exceed the fees actually incurred for services, the amounts by which the down payment exceeds actual charges shall be refunded to the exhibitor. The exhibitor shall have no claim to payment of interest on the down payment.

### 3.4 Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Section of the Conditions of Participation/Item 2.2 of these conditions), a co-exhibitor fee of Euro 310.00 per company will be charged. The price of inclusion in the Marketing Package is not included in this fee (see Item 7.2). The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

### 3.5 Marketing services

Use of the marketing services described in Item 7.1 shall be obligatory and is subject to a charge (see Item 7.2, Special Participation Conditions).

### 3.6 VAT

All prices given are net prices. The statutory VAT will be charged separately where applicable.

#### 3.6.1 Value added tax registration number

As a rule, Koelnmesse GmbH provides exhibitors (proprietors) with a uniform service – so-called event service – in accordance with Art. 3a.4., Par. (2) of the German ordinance on the application of the VAT (UStAE). The place of performance for such services is the recipient's headquarters. Koelnmesse GmbH will therefore invoice foreign exhibitors (proprietors) according to the reverse charge accounting mechanism without charging any German VAT. Exhibitors from the European Union need to enter their valid VAT identification number in the application forms in order to be considered entrepreneurs. Exhibitors must immediately notify Koelnmesse GmbH in writing of any changes to their VAT identification numbers.

#### 3.6.2 Reimbursement of VAT

If, in exceptional cases, services are not provided as uniform offerings in the sense described above and statutory VAT is charged, foreign exhibitors (proprietors) may receive a refund of the invoiced VAT provided they fulfil the legal requirements. Further information is available at [www.bzst.bund.de](http://www.bzst.bund.de).

### 3.7 Costs in the event of non-participation

#### 3.7.1 After receipt of admission/stand area confirmation

You cannot normally withdraw from the contract after you have received the admission/stand area confirmation. The regulations contained in Item II of the General Section of the Conditions of Participation apply. In the event of non-participation, companies that have registered for a trade fair must pay compensation. Provided the reserved stand area can be rented to a third party, this compensation amounts to 25 % of the participation fee.

##### 3.7.1.1 Stand construction by Koelnmesse GmbH – complete stands

If you have booked a complete stand package – comprising the stand area and the stand construction – at Koelnmesse GmbH, it is only possible to cancel the stand construction order up until six weeks before the official build up begins. The date on which Koelnmesse GmbH receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse GmbH is entitled to charge a flat-rate fee for the costs incurred, without providing evidence. These costs amount to 30 % of the agreed fee in the event of a cancellation within 4–6 weeks prior to the start of build up, 50 % of the agreed fee in the event of a cancellation within 2–4 weeks prior to the start of build up, and 100 % of the agreed fee in the event of a cancellation at a later time or during the build up of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

##### 3.7.1.2 Stand construction by Koelnmesse GmbH – individual stands and turn key-modular-stands

In the event that the stand construction has been ordered separately to the application of an exhibition stand, the cancellation of this order is governed by the general terms of participation of the Koelnmesse Group for services as well as by the special terms of business of the Koelnmesse Groups for services/stand construction. The terms of business of the Koelnmesse Group are available as a download on the event homepage at [www.koelnmesse-service-portal.com](http://www.koelnmesse-service-portal.com).

**3.7.2** You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the fee charged.

## 4 Stand sizes and build up

### 4.1 Stand size

The minimum stand size is 12 m<sup>2</sup>.

Please note that hall pillars and other fixed construction elements may be present in the rented stand area.

Minor deviations from the requested stand size do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

Trade fair partition walls for separating the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee with the order form S.10.

This fee does not include stand construction.

Koelnmesse GmbH will erect partition walls only if this is necessary for safety reasons due to electrical or water.

### 4.2 Responsibility

Stand build up, design and operation must comply with all the regulations that are valid in Germany (including the special construction regulation, the industrial safety law and regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the employers' liability insurance associations in their currently valid versions). All of these provisions apply to the company's own as well as to independent stand designers, decorators, and signwriters and to all persons insofar as they perform activities commissioned by the exhibitor or on the exhibitor's behalf in connection with the build up, design, operation and dismantling of the stand. The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise build up personnel and other persons working on his behalf to ensure that they adhere to the regulations. The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.

### 4.3 Maximum stand height

The maximum permissible stand height is set at 4.50 m (incl. signage, transparencies and any other advertising promotional structures), insofar as this is permitted by the hall ceiling and any fixed structures that may be present. As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for stands that do not exceed the permitted height. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required.

Plans must be submitted in duplicate for approval by Koelnmesse GmbH in good time before the work is carried out, and at least 6 weeks before the event commences. These documents, which can be scrutinized, consist of general outlines, views and design cross sections with all measurements and - if necessary - a statistical calculation. Structures on the boundaries of the space allocated adjoining neighbouring exhibitors may be designed in a neutral way and not have advertising promotional material above 2.50 metres. The technical guidelines can be downloaded via the exhibition homepage or via [www.koelnmesse-service-portal.com](http://www.koelnmesse-service-portal.com)

**Two-storey constructions are not allowed.**

### 4.4 Notice of approval

Build up may not commence until the exhibitor has received a copy bearing a notice of approval from Koelnmesse GmbH. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse GmbH has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse GmbH, the exhibitor is obliged to submit any additionally required information relating to the stand immediately.

There is no obligation on the part of Koelnmesse GmbH to ensure the observance of other provisions.

Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse GmbH can, for this reason, also refuse to issue the notice of approval. You have been informed of the fact that in exceptional cases – at your request and on your account – the stand construction documents must be submitted to the responsible authorities for scrutiny. Irrespective of official approvals of the stand, any objections made by Koelnmesse GmbH concerning the stand must be immediately responded to. In case of imminent danger, Koelnmesse GmbH is entitled to determine at its absolute discretion the measures necessary and have them implemented at

the exhibitor's expense.

#### 4.5 Stand format

The following terms are used for the stand formats:

Terrace stand:	one side open
Corner stand:	two sides open
Two corner stand:	three sides open
Island stand:	four sides open.

Deviations from the requested stand format do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

#### 4.6 Build up and design of the stands

The stand must be constructed to comply with the confirmed stand format. The arrangement of the stand is left to the exhibitor but should be appropriate for the event in question.

The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand area. Banners and company signs are not permitted to encroach into the aisles. Koelnmesse GmbH also offers a completely outfitted turn key stand system. Orders can be placed at [www.koelnmesse-service-portal.com](http://www.koelnmesse-service-portal.com) (KSP).

## 5 Exhibitor and work passes

#### 5.1 Exhibitor passes

Each exhibitor receives free of charge and valid for the period from the first day on which build up begins to the final day of dismantling:

- Three passes for a stand up to 20 m<sup>2</sup>
- One pass for each additional 10 m<sup>2</sup> or part thereof up to a stand size of 100 m<sup>2</sup>
- One pass for each additional 20 m<sup>2</sup> or part thereof

The passes are sent together with the invoice for the participation fee.

Additional exhibitor passes for stand personnel can be ordered afterwards online on the ISM website (Participation and planning > For exhibitors > Service Portal > Exhibitor and stand construction passes - **from November 2020**) against payment.

#### 5.2 Work passes

You will also receive free passes that allow people commissioned by you or who work on your behalf to access the fair grounds in order to build up or dismantle your stand. These passes are only valid up to the start and after the end of the event. They do not entitle the holders to enter the fair grounds during the event. The passes are also sent together with the invoice for the participation fee. Additional stand construction passes can be ordered afterwards online on the ISM website (Participation and planning > For exhibitors > Service Portal > Exhibitor and stand construction passes - **from November 2020**) free of charge.

#### 5.3 Exchange and return of passes

All passes are for specific individuals and are non-transferable. If stand personnel changes during the event, you can exchange used exhibitor passes (i.e. passes bearing a name) one time and free of charge for a new pass. The passes are issued by the Exhibitor Service Centre. Exhibitor and work passes that were paid for but not used can be returned to Koelnmesse GmbH until the last day of the trade fair for a refund of the fee. Transferring a pass to a third party – whether sold or given free of charge – is not permitted and represents a severe violation of the Conditions of Participation, as stipulated by Item VI of the General Section of the Conditions of Participation.

## 6 Rules on selling

In view of the trade nature of the event, direct sales of exhibits or samples at the stands are not permitted. Furthermore, exhibits may not carry a price tag. This regulation does not apply to printed matter such as trade publications and specialist journals.

Koelnmesse GmbH has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse GmbH also has the right to immediately close the stands of any exhibitors who commit such violations.

Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

## 7 Marketing services (Marketing Package)

#### 7.1 Scope of obligatory marketing services

Koelnmesse GmbH issues official trade fair media to accompany the events it hosts.

**The components of these media for main exhibitor, group organiser and group participant are as follows:**

- Entry in the alphabetical list of exhibitors in all available fair media
- Ten product group entries in the fair catalogue
- Unlimited number of product groups in the app and the online exhibitor search
- Set-up and provision of an online press compartment incl. a company profile, a company logo, six press releases, ten pictures and five documents
- App for recording visitors at fair stand and use of the lead tracking service with Koelnmesse registration data - number of usage licences based on the size of the stand space
- Presentation of one Product Highlight in the app and the online exhibitor search incl. product photo and product description
- Activation for business networking Matchmaking365 incl. scheduling tool

**The components of these media for co-exhibitors and other represented companies are as follows:**

- Entry in the alphabetical list of exhibitors in all available fair media
- Ten product group entries in the fair catalogue
- Unlimited number of product groups in the app and the online exhibitor search

#### 7.2 Costs for the obligatory marketing services (Marketing Package)

Use of the marketing services listed under Item 7.1 is mandatory for all main exhibitors, co-exhibitors, additionally represented companies, group organisers and group participants and costs:

**Euro 1,009.00 per main exhibitor, group organiser and group participant**  
**Euro 250.00 per co-exhibitor and other represented companies**

Our official contractual partners will provide you with all order information and documents for the marketing services offered. Please note that your company's participation requires Koelnmesse's approval. Therefore, this approval is also a prerequisite for any offers or order confirmations.

If an exhibitor still has not submitted an order to the official contractual partners by the editorial and advertising deadline, the exhibitor's particulars shall be added to the official fair media, subject to charge, on the basis of the information provided on the respective application form 1.10, 1.20, 1.21 or 1.12, 1.13. Where possible, applications and orders received later will also be included in the official fair media. If Koelnmesse GmbH receives orders and applications later than the editorial and advertising deadline, Koelnmesse GmbH shall accept no guarantee for provision of any marketing services. In such cases, there shall be no claims recognised, regardless of their nature, but particularly claims for reductions in cost for inclusion in the official media, or claims for damages.

#### 7.3 Special data protection provisions for lead tracking

Trade fair visitors can voluntarily register. Other terms may apply, particularly when visitors can only purchase certain types of tickets by registering. Koelnmesse GmbH forwards the personal data from registered visitors to third parties only if the visitors first agree to have their data used in this way.

Neither the exhibitor, nor Koelnmesse GmbH nor any other third party can require visitors to take part in lead tracking by scanning their admission tickets and so to pass on their personal data. The exhibitor is obliged to delete the personal data that this has received as a result of lead tracking in individual cases if it is requested to do so by Koelnmesse GmbH of the visitor in question. Koelnmesse GmbH is not liable for the accuracy and completeness of the visitor registration data.

The exhibitor may only forward the personal data received as a result of lead

tracking to third parties if and to the extent that the exhibitor has received express consent from the respective visitor. The exhibitor undertakes to use the personal data received as a result of lead tracking only in accordance with the legal regulations, especially those relating to data protection, and only for the exhibitor's own purposes. In this respect, the exhibitor shall exempt Koelnmesse GmbH from all claims by third parties.

#### **7.4 Responsibility/release of Koelnmesse from liability**

Official fair media are published by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany, which in turn shall be entitled to commission another company with concrete execution and with advertisements.

The advertiser shall be responsible for the content of advertisements and entries, and for any damages resulting therefrom. Koelnmesse does not accept responsibility for printing errors, incorrect placement, errors and omissions or faulty printing.

Koelnmesse GmbH is not liable for damage to property and persons caused by the use of the FairMate LeadTracking App for the lead tracking service unless it can be proved that Koelnmesse GmbH acted deliberately or with gross negligence. Liability is limited to foreseeable damages. Participants use the FairMate LeadTracking App for the lead tracking services at their own risk. Although Koelnmesse strives to provide correct information, it does not guarantee the currentness, accuracy and completeness of the supplied information nor is it liable for such. Koelnmesse does not bear any responsibility for the service's technological availability. Warranty or damage claims of all kinds are excluded if the technology breaks down or malfunctions in some other way. Maintenance, security and capacity-related issues as well as events over which Koelnmesse has no control (e.g. disturbances of the public communication networks, power outages, etc.) can lead to brief disruptions or a temporary suspension of the services. Koelnmesse does not guarantee that the web pages will be accessible at all times and that participants can call them up flawlessly and without encountering incorrect content or technical difficulties. Koelnmesse is not liable for incorrect information that is produced or disseminated by participants and/or third parties (including cooperation partners) and that is related to the ordering of admission tickets and catalogues for trade fairs and exhibitions of the Koelnmesse Group on the Internet. Koelnmesse is especially not liable for e-mails or data entries that the system fails to accept and/or receive because they do not conform to the stipulations of these Conditions of Participation or to the website's technical requirements.

Koelnmesse is not liable for the offers made by third parties, especially not if they related to the use of the lead tracking service.

Koelnmesse does not guarantee that all links and references to external content that are found during the use of the lead tracking service are correct or complete.

## **8 Commercial property rights**

**8.1** Koelnmesse GmbH does not want any exhibitors who in the process of producing, disseminating, selling, owning or advertising their products violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense. If a final court decision has determined res judicata that an exhibitor in connection with one of the events of Koelnmesse GmbH has violated laws of the kind mentioned in paragraph 1, Koelnmesse GmbH is entitled to bar that exhibitor from the next event of this kind after the res judicata court decision if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws regarding the protection of intellectual property or commercial property rights.

**8.2** You will find more detailed information in the No Copy! brochure.

## **9 Non-permissible advertising/ violations of the Conditions of Participation**

In order to ensure that the overall character of the event is safeguarded and the exhibitors and visitors are protected from irritating or illegal activities, in particular the following advertising measures are forbidden:

- Exceeding the binding specified booth height
- Advertising activities outside the rented stand area without the prior written permission of Koelnmesse GmbH
- Advertising of an ideological or political nature. The exhibitor bears responsibility for the legality of competitions, raffles etc.

In the event of severe violations of the Conditions of Participation, Koelnmesse GmbH may immediately close your stand and clear it without resorting to legal assistance. Claims of all kinds – especially claims for damages – are excluded in these cases.

## **10 "Infoscout" – Information service for visitors**

Your contact information as provided on Forms 1.10 as well as your registered product groups, will be made available at the information stands in the halls for interested visitors during the event. Furthermore, with the electronic information system "Infoscout" of Koelnmesse GmbH you can publish vacancies for trade representatives. You can use Form Z.03 to specify this offer according to products, countries or regions. Exhibitors and visitors can use "Infoscout" free of charge.

## **11 Requirement for a written document**

All declarations must be specified in writing.

## **12 Severability clause**

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions. Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

## **13 General Section of the Conditions of Participation, Technical Guidelines**

The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.