

Event formats: in-person and virtual (inc. hybrid) Exhibition/Industry Presentations

1. Booking/contract

1.1. Booking

Bookings for an exhibition stand, sponsorship, symposium or other industry presentation shall be performed using the respective booking form for the respective event format. The booking form shall be signed in a legally binding manner by the applicant (=exhibitor/sponsor). Sending it to wikonec GmbH constitutes an irrevocable contract proposal. wikonec GmbH shall process it promptly after receipt.

1.2. Application of the General Terms and Conditions

By signing the booking form the applicant recognises the General Terms and Conditions of wikonec GmbH as binding for the conclusion of a contract. He is responsible for ensuring that the persons employed by him at the event also comply with the entire contract including the General Terms and Conditions.

1.3. Booking confirmation

The booking is accepted by a written booking confirmation by wikonec GmbH, by means of which the applicant is admitted to the respective event format.

1.4. Conclusion of contract

wikonec GmbH shall decide on the admission of the applicant and specified objects to the event format by a written confirmation. On receipt of the booking confirmation by the applicant the contract between wikonec GmbH and the applicant shall be deemed concluded. Any collateral agreements shall only be binding if they have been confirmed by wikonec GmbH in writing. Due to the conclusion of a separate sponsoring contract further agreements may become part of the contract in addition to the agreements made by the booking and its confirmation.

1.5. Restrictions

The stand space/advertiser page may only be sublet/resold to third parties with the express consent of wikonec GmbH. wikonec GmbH is entitled to charge additional stand fees for subletting of the stand space/reselling of the advertiser page from the applicant.

For objectively justified reasons, taking due account of the contract partner's interests, in particular if the exhibition spaces or time periods are insufficient for staging industry symposia or other ordered sponsoring activities, wikonec GmbH can exclude individual exhibitors/sponsors or suppliers from participation and, where this is necessary for achieving the purpose of the event, can restrict the event to specific groups of exhibitors or suppliers. In addition, it shall be entitled to restrict the specified exhibits or change the booked spaces/booked virtual services. Especially in the case of industry symposia wikonec GmbH is entitled, by agreement with the organiser of the symposium and taking due account of the contract partner's interests, to restrict the lecture time or change the date or venue/virtual presence of the symposium. Any claims for compensation of the applicant due to the described changes shall be ruled out.

2. Exhibitors/sponsors

The following may be admitted as exhibitors and sponsors: manufacturers and dealers of pharmaceutical and medical products, manufacturers of medical equipment, book shops, publishing houses, financial service providers and insurance companies and companies that offer products or services that are consistent with the theme of the event.

3. Group exhibitors/shared stand

It is not possible to share a (virtual/physical) stand with several companies. All persons entrusted with stand service responsibilities must be from the same company.

4. Exhibition spaces and presentation rooms

wikonec GmbH shall assign the exhibition spaces and presentation rooms/advertiser pages within the virtual platform. Special requests shall be considered, where possible. However, there shall be no entitlement in this respect. An assignment of the rights and obligations agreed by the booking/confirmation to third parties in whole or in part and the relocation, separation and/or an exchange of spaces or rooms by the respective presenting company shall not be permitted. Contents for the virtual presentation are to be delivered by the sponsor/exhibitor in due time in the file formats specified by wikonec GmbH in the respective offer or uploaded by the sponsor/exhibitor himself in the online portal.

Physical stands must be built in accordance with the submitted application documents/descriptions and in the manner specified there. All stands (physical/virtual) shall be self-supporting. They may not be attached to hall walls, pillars and floors. Pillars, columns, wall projections etc. within the exhibition stands are part of the assigned spaces. The exhibitor shall be liable for any damages caused by non-compliance. wikonec GmbH reserves the right to demand modifications to inadequate stand constructions or the removal of unsuitable exhibits that are a nuisance or danger to visitors or neighbouring exhibitors. As a rule, a maximum stand floor height of 2 cm shall be admissible. Any floor height exceeding this limit shall require the written consent of the exhibition management and the edges must be bevelled. The maximum construction height is 2.5 metres. Any construction heights exceeding this limit shall require the written consent of the exhibition management. Free access must be ensured to fire alarms, hydrants, electric distribution boards, switchboards and telephone distribution frames. The utilisation of open fire or light sources, e.g. spirit, heating oil, gas etc., shall be prohibited. All materials used for stand construction and decoration shall be demonstrably flame-retardant. During set up and dismantling times and the event itself all police and other official regulations shall be complied with. Carpets may only be stuck to the floor with residue-free adhesives that are easy to remove. In the case of adhesive residues special cleaning measures shall be invoiced to the exhibitor. Sticking advertising materials to the walls, pillars or other objects of the event venue shall not be permitted. Occupation of the room shall only be permitted within the scope specified by or agreed with wikonec GmbH.

5. Exhibition goods and presentation goods

A direct physical/virtual sale of the admitted exhibition or presentation goods shall only be permitted with the express prior consent of wikonec GmbH. The exhibitor and/or the respective presenting company shall be liable for observing possible copyrights or other industrial property rights relating to the exhibition or presentation goods.

6. Costs

The costs are specified in the booking form, in the general information for exhibitors and sponsors or in an individual proposal and also include organising and preparing the physical/virtual exhibition/event for the exhibitors/sponsors, as well as factoring in and integrating exhibitors/sponsors into the overall plan of the exhibition/event.

The stand lease shall include: lease of the stand space during the exhibition, and during set-up and dismantling times, general lighting and general cleaning of the aisles. Furniture, electricity connections and further equipment can be rented against a separate invoice.

For this purpose order forms with exact specifications shall be submitted in good time. The costs for a virtual presentation within a virtual platform include the presentation of company-related digital content in various file formats. Company profiles can exist here as advertiser pages or virtual exhibition stands on the virtual platform. Services related to the industry exhibition/industry symposia such as website design, design of virtual rooms etc. can be arranged by wikonec GmbH via external service providers for a fee. Services are ordered by separate bookings. Wikonec GmbH shall accept no liability for the implementation of the service provider.

7. Rights of use and qualities

For all publications of the sponsor's/exhibitor's speeches/contents in word and image within the scope of the booked sponsor services the sponsor and/or exhibitor shall assign to wikonec GmbH the right of duplication by all methods, the right of dissemination of the work for the types of use known and unknown at the time of conclusion of the contract, the right of reproduction by videogram or phonogram of all kinds, especially in electronic form (offline, online) as well as the exclusive right of translation, without restriction as to time and location, for all languages and countries. The assignment of rights shall include the publication and distribution of the above-mentioned media via cooperation partners (e.g. technical providers of virtual congress platforms). After conclusion of the virtual event, the sponsor's digital presentation can remain on the virtual platform on demand, if desired. Individual agreements and additional bookings are possible here.

8. Terms of payment

All amounts charged by wikonec GmbH shall be payable without deduction on the payment date quoted in the booking confirmation/invoice. If the amount is not paid by the due date the exhibitor/sponsor shall not be entitled to take part in the congress but shall still remain obliged to make the payment. In the case of a default of payment default interest in an amount of 3.5% p. a. over the Bundesbank discount rate may be charged.

9. Cancellation of booking/withdrawal of admission

After booking the exhibitor shall be obliged to pay the full stand lease/amount of the booked service even if he should cancel or fail to take part. wikonec GmbH also reserves the right to claim compensation for damages caused by non-participation in breach of the contract. If the stand space in question can be let/resold to another exhibitor, wikonec GmbH reserves the right to claim cancellation fees of 25 per cent of the invoiced stand lease from the initial tenant who has withdrawn from the contract. wikonec GmbH shall be entitled to revoke its admission and assign the stand space to another exhibitor:

1. if the stand is not recognisably occupied in good time according to the set-up and presence times specified in the exhibitors' manual,
2. if the stand lease/invoice is not paid by the specified date,
3. if the exhibitor allows a grace period granted by wikonec GmbH to expire.

If the sponsor cancels the symposium and/or the sponsorship wikonec GmbH shall have the right to charge the contractually agreed price in full if no substitute event and/or substitute sponsor can be gained.

If a substitute can be found, the sponsor shall only be charged 25 per cent of the contractually agreed price.

10. Advertising

The exhibiting and presenting companies may only engage in advertising within the physical/virtual stand space/presentation room rented by them/advertiser page within the virtual platform.

11. Order-related provisions

The lessor of the physical event facilities has domestic authority in all areas of the rooms. He shall have the right to inspect the exhibition stands and presentation measures and to prescribe security measures in the interests of the event and for compliance with legal regulations. Bringing animals into the venue is not permitted. The exhibiting or virtual presenting company shall deduct possible GEMA fees and/or contributions to the artists' social security scheme for artistic performances staged by it or commissioned by it at its own expense and shall indemnify wikonec GmbH in this respect against all claims of third parties *inter partes*. The exhibiting companies are obliged to keep their physical/virtual stands and advertiser pages staffed and in a clean condition during opening hours. The presenting companies are obliged to keep the physical/virtual presentation rooms staffed during the rented times and to leave them punctually and in a clean condition. After the end of the exhibition the exhibition stand must be dismantled by the exhibiting company within the agreed term and by the agreed deadline date. Presentation measures/events shall be concluded within the agreed time and any introduced objects shall be removed from the rooms within the agreed term. Rented objects shall be returned immediately to the respective lessor. Exhibits or presentation objects that have not been removed by the agreed date shall be transported away and stored at the risk and expense of the exhibiting or presenting company.

12. Insurance

The exhibitor/sponsor shall be liable for any personal injury and damages to property caused by the operation of the exhibit and exhibition objects used by him. It is recommended that he take out adequate insurance of his own. The organiser shall only accept a general liability risk for the exhibition and shall take out liability insurance for the event (for personal injury and damages to property) for any claims that may be brought against the organiser due to statutory liability regulations. The organiser and venue shall accept no liability for any objects that are introduced to the premises.

13. Amendments

wikonec GmbH reserves the right to cancel, relocate or postpone the exhibition or event of the respective event format in the case of force majeure at the site, major restrictions to public life due to unrest, civil war, public health incidents such as epidemics or pandemics, in the case of strikes, power cuts, earthquakes, floods, and in the case of specific or general official orders and after corresponding instructions by the organiser. In the case of cancellation of the exhibition/event for one of the above-mentioned reasons, wikonec GmbH can deduct from the costs agreed with the respective exhibitor/sponsor an amount of 15 per cent of these costs for organising and preparing the exhibition/event of the respective event format for the exhibitors/sponsors. Any amounts paid in excess of this would normally be refunded by wikonec GmbH.

wikonec GmbH also reserves the right to change the venue and/or time of the exhibition/event, to change its duration or, if objective changes to site conditions, official orders or instructions of the organiser or other compelling circumstances so require, to relocate, change the dimensions of, or limit the space provided to the exhibitor. In doing so, wikonec GmbH shall be obliged to take account of the exhibitor's justified interests at its own reasonable discretion. In this case, the exhibitor waives the right to claim damages from wikonec GmbH or to withdraw from the lease.

14. Exhibitor lists

A physical/virtual exhibitor list shall be published for the event. wikonec GmbH and the organiser shall accept no liability for entries that are accidentally not included, mistakes, printing/typing errors etc.

15. Industry sponsored events

During, right before and after the physical/virtual congress no industry-sponsored events may be staged without a prior consultation with the organiser or with wikonec GmbH.

16. Catering

Food and beverages for physical catering at the stands or for another event are available through the service partner of the event venue. Orders for food and beverages may only be placed with these licensed in-house caterers. Deliveries by another service provider or bringing along one's own food and beverages for dispensing to third parties shall require a prior consultation. In both cases the service partner shall be entitled to demand compensation for assigning his catering rights.

17. Limitation of liability

The organiser shall only be liable towards the sponsor/exhibitor in the case of intent and in the absence of a guaranteed service. Liability for all other damages shall be ruled out, especially for data loss, hardware malfunctions or disrupted Internet connections. Neither shall wikonec GmbH be liable in the event of malfunctions caused by incompatibility of the components present on the computer system or mobile terminal device of the user/participant with the hardware and software.

18. Place of performance/legal venue

The place of performance and legal venue for all reciprocal obligations shall be Wiesbaden, Germany.