



Terms and Conditions for Ordering Marketing Services

The following Terms and Conditions for Ordering Marketing Services Part A and Part B apply to the ordering of sponsorship, advertising media/outdoor advertising, online advertising and digital out-of-home packages (hereinafter referred to collectively as "Marketing Services") on the basis of a written offer from Deutsche Messe AG ("Deutsche Messe").

Part A: General Terms and Conditions

1. Contract formation

By signing the offer, the Customer accepts and agrees to be bound by these Terms and Conditions for Ordering Marketing Services in every respect. For orders of marketing services, these Terms and Conditions apply to the exclusion of all other terms and conditions. Terms and conditions of the Customer that are in conflict with or differ from these Terms and Conditions are not recognized and do not apply. A contract for the Marketing Service(s) offered is formed when Deutsche Messe receives the Customer's signed acceptance of the offer. The offer is accepted within the acceptance deadline periods (offer validity period) if the signed acceptance is received by Deutsche Messe within that period.

If the order is made by an agency in its own name and for its own account, the agency warrants that it is acting with the consent and agreement of the exhibitor concerned.

2. Terms of payment

The total invoice amount (price) indicated in the offer is firm and binding and is subject to the addition of VAT. The invoice is due and payable in full upon issue.

Payment of the invoice amount in full is a precondition for provision, presentation, delivery and use of the service. Deutsche Messe reserves the right to charge default interest in the event of late payment.

The Customer recognizes and accepts that Deutsche Messe is free to enter into contracts for Marketing Services with other advertisers in relation to the same events and services, and that this does not give the Customer any basis for any claims of any kind whatsoever against Deutsche Messe.

3. Customer's duties to cooperate

The content/data (e.g. for logo, company profile, ads for online and print media) necessary for Deutsche Messe to provide the Marketing Service(s) ordered must be submitted to and received by Deutsche Messe or by Deutsche Messe's designated agent on or before the submission deadline specified by Deutsche Messe; otherwise it will not be possible to guarantee on-time provision of the services. In addition, the content/data submitted must be in the specified data format.

The content/data submission deadline for the Marketing Services(s) ordered is as per the offer document. The required data format for the Marketing Service(s) ordered is as per the offer in combination with the specific ordering terms and conditions for the Marketing Service(s) ordered and Deutsche Messe's "Media Information" document.

If the data format submitted differs from that specified, Deutsche Messe will have the right to bill the Customer for the cost of converting the data to the required format. This is in addition to the contract price. The full invoice amount will remain payable even if the Customer fails to submit the necessary content/data by the submission deadline. Deutsche Messe also reserves the right to bill the Customer for any additional costs it incurs as a result of late submission by the Customer. If the Customer fails to supply the necessary content/data by the end of a grace period following expiration of the specified deadline, then Deutsche Messe will be discharged from its obligation to perform the affected service.

4. Right to reject content

Deutsche Messe reserves the right to refuse to produce and publish motifs or content which are contrary to the legitimate interests of the Deutsche Messe Group or which are unacceptable or unsuitable in terms of subject matter, origin or technical form. In such cases, Deutsche Messe has the right to cancel the contract with respect to the affected Marketing Service(s) or parts thereof with immediate effect.



The same applies in the event that the content of the Marketing Service(s) ordered is unlawful or is contrary to government regulations. In all of these cases, the Customer will have no rights or claims to compensation from Deutsche Messe.

5. Responsibility for content

The Customer is solely responsible for the content of the ordered Marketing Service(s). The Customer warrants that he/she/it owns all the rights necessary for the publication of the marketing material. The Customer is responsible and liable for ensuring that the content he/she/it provides for Marketing Service(s) he/she/it orders is not contrary to any applicable laws and is not subject to the rights of any third parties. The Customer indemnifies and holds harmless Deutsche Messe from and against any claims which third parties may raise against Deutsche Messe on the basis of the content made available by the Customer, for example, on the basis of breach of industrial property rights, copyright, etc. The Customer must pay all costs which Deutsche Messe incurs as a result of any such claims made against it by third parties.

6. Warranty

Deutsche Messe is liable solely for the performance of its contractually agreed Marketing Service(s). It is not responsible or liable beyond this for the achievement of the wider communication objectives pursued by the Customer in entering into the contract.

Within the scope of foreseeable requirements, Deutsche Messe warrants that the presentation of each Marketing Service is fully optimized and accords with the technical standard generally accepted for that service. The warranty does not cover minor defects.

In the case of online advertising, a defect is minor, if, for example, it caused by the use of unsuitable viewer software and/or hardware (browser/e-mail client), by disruption to the communication networks of other operators, by computer outage due to system failure, by non-updated or only partially updated content on proxies (caches), or by an ad server outage which does not last longer than 24 hours (continuously or cumulatively) within 30 days following the start of the agreed ad placement.

Where the Customer has notified Deutsche Messe directly in writing of a more-than-minor fault or defect in the Marketing Service(s) performed by Deutsche Messe or its agent, Deutsche Messe will remedy the fault/defect, but only to the extent that the fault/defect has impaired the ability of the Marketing Service(s) to achieve its/their purpose. If Deutsche Messe's efforts to remedy the fault/defect ultimately prove unsuccessful, the Customer will be entitled either to receive a reduction of the contract price of the affected Marketing Service(s) or to partially cancel the contract (i.e. to cancel it in respect of the affected Marketing Service(s)). Deutsche Messe will exercise its best endeavors to remedy minor defects within a reasonable period of time.

Warranty claims are non-transferable. By way of variation of the statutory rules, warranty claims are in the case of corporate claimants subject to a one-year limitation period unless they relate to intentional misconduct on the part of Deutsche Messe.

7. Liability

Claims for compensation against Deutsche Messe are hereby expressly excluded, regardless of legal basis, whether in tort or otherwise. Excepted from this exclusion are claims for loss or damage caused by intentional or grossly negligent conduct or the damage results from injury to life, limb or health. Claims for loss of profit, saved expenses, claims based on damages claims by third parties and other claims based on indirect losses are hereby expressly excluded.

In the case of breach of material contractual obligations, Deutsche Messe's liability for any form of negligence is limited in amount to typical, foreseeable contract damages, subject to a maximum amount equal to the contract price of the Marketing Service(s) affected.

8. Premature termination of contract

The Customer cannot cancel the contract (or part of the contract) unless he/she/it has first exhausted his/her/its remedies under the warranty.

Deutsche Messe has the right to give notice canceling the contract with immediate effect in various circumstances. In particular, it will have this right if the Customer remains in default of payment of duly



issued invoices despite having been given a reminder and afforded a reasonable grace period for payment. In such cases, Deutsche Messe has the right to retain or pursue the contractual invoice amount less any expenses saved by virtue of the cancellation.

9. Requirement for written form, limitation period, place of jurisdiction

All claims by the Customer against Deutsche Messe must be made in writing and are subject to a 12-month limitation period, starting at the expiration of the calendar year in which they accrue. These Terms and Conditions and any contract formed under them are governed by the laws of the Federal Republic of Germany. The place of performance and jurisdiction is Hannover, Germany; however, Deutsche Messe can also elect to lodge claims with the competent court of jurisdiction for the place in which the Customer is domiciled

Part B: Specific Terms and Conditions

These Specific Terms and Conditions for Placing Orders comprise additional provisions specific to individual Marketing Services. They also encompass the “Media Information” document associated with those services.

1. Sponsorship

1.1 Scope of services:

Deutsche Messe offers the Customer the opportunity to generate positive image transfer between the sponsored event or service and the Partner’s company, name, brand, products and services. The individual sponsorship services offered by Deutsche Messe are stated fully and definitively in the offer document in conjunction with the document titled “Media Information: Sponsorship”.

1.2 If sponsorship services are booked on the Customer’s behalf by an agency, the agency is not entitled to any agent’s commission or special brokerage fee.

1.3 Deutsche Messe has the right to adapt the size and placement of the agreed logo displays in the interest of ensuring their optimal integration into the layout of the medium (e.g. on-stage display, program booklet, web page).

1.4 Caveats: The sponsoring services listed in the document titled “Media Information: Sponsoring” may refer to services provided by Deutsche Messe on the occasion of a purely on-site event, a hybrid event (on-site and digital) or a purely digital event.

1.4.1 In justified exceptional cases, Deutsche Messe reserves the right to refrain from holding the on-site part of an event at any point in time and instead to hold the digital part only. If the sponsoring services ordered belong to the cancelled, on-site part of the event and thus cannot be provided, Deutsche Messe shall instead provide those digital services of equivalent value listed as an alternative in the offer. If no alternative digital service of equivalent value is listed in the offer, the mutual obligations to perform the service in question shall lapse. The assertion of any claims in connection with the omitted service shall be excluded.

1.4.2 In justified exceptional cases, Deutsche Messe moreover reserves the right to postpone the event being sponsored. In this case, the contract for the sponsored service shall be deemed to have been concluded for the new event period, unless the sponsor objects to Deutsche Messe AG in writing without delay, but at the latest within two weeks of receiving the notification of postponement. In the event of an objection, the sponsor shall pay a contribution to costs in the amount of 25% of the sponsoring price as commensurate with the offer.

1.4.3 A justified exceptional case exists, for example, in the case of government measures in connection with the COVID 19 pandemic, if due to the overall pandemic-based situation or in cases of force majeure, the intended purpose of the event cannot be reasonably achieved for visitors, exhibitors, sponsors, or Deutsche Messe itself. Clause 1.4 shall remain unaffected.



- 1.5 With regard to the sponsoring services ordered, Deutsche Messe AG is entitled to terminate the contract in whole or in part up to one month prior to the implementation of the sponsored event or service if the implementation of the sponsored event or service is economically uncertain as of that time due to an insufficient number of participants. In this case, any payments already made will be refunded, insofar as no applicable services were already rendered.

2. Leasing of advertising media – Outdoor advertising

2.1 Scope of services:

The service provided by Deutsche Messe comprises the leasing of advertising space to the Customer for the advertising media in question, the production of the advertising media as specified in the offer, and the installation and removal of the advertising media. The Customer is not permitted to produce or install his/her/its own advertising media. The individual services offered by Deutsche Messe are stated fully and definitively in the offer document and/or in the document titled “Media Information: Outdoor Advertising”.

- 2.2 If outdoor advertising space/media is booked on the Customer’s behalf by an agency, the agency is not entitled to any agent’s commission or special brokerage fee.

- 2.3 The Customer must ensure that the print data necessary for production of the advertising media are submitted to Deutsche Messe or its designated agent no later than 6 weeks prior to the official start of the event in question. If in certain cases other production lead times are necessary, these will be specified in writing in the offer document and will apply as print data submission deadlines in lieu of those stated above.

3. Ordering of online advertising

3.1 Scope of services:

3.1.1 Forms of advertising on the website of the event/ trade fair in question

The service offered consists of the placement of advertising on the relevant website in the formats and sizes ordered, in the specified placement unit(s) for the specified number of contacts (ad impressions) or for a fixed price during the placement period defined in the offer.

The individual services offered by Deutsche Messe are stated fully and definitively in the offer document and/or in the document titled “Media Information: Online Advertising”.

Placement begins after the supplied data has been processed – assuming a processing time of at least three business days. Any changes to ads, including corrections of any transmission errors, must be completed within this processing period. Once the ad has been placed, corrections will be made on a per-cost basis only.

Ads can be published in German and/or in English. Ads intended for publication in German only will be published on the German version of the website/application. Ads intended for publication in English only can be published on both the German and English versions of the website/application. Where ads are intended for publication in both German and English, the German version will be published on the German version of the website/application and the English version will be published on the English version of the website/application.

3.1.1.1 Sponsored posts

Posts can be listed under 1 to 5 topic clusters. Generic keywords make posts/articles easier to find. The following details are required: Company name (with hyperlink), author (optional) and web address. An image/text teaser directing readers to the Customer’s exhibitor and product profile on the event website will be placed at the end of the article (only possible if the Customer has provided Deutsche Messe with its company logo in its exhibitor profile). The Deutsche Messe editorial team checks each article prior to publication and reserves the right to make changes. The editorial team will consult with the Customer before making any such changes. The article will be published along with all the other news articles in the News area of the website and will remain there for the period you have booked. On the News start page, all articles appear in continuously updated chronological order. On the website homepage, the Customer’s article will be linked to and promoted in a prominent location in rotation with other sponsored posts.



3.1.1.2 Banners

The banner will continued to be placed until the desired number of contacts is achieved, subject to a maximum placement period ending at the end of the calendar week following the event in question.

If the desired number of contacts is achieved before the end of this placement period, the online advertising will be taken down unless further contacts have been ordered in a timely fashion at an additional charge. If the desired number of contacts cannot be achieved within the maximum placement period, the Customer will be advised of this by Deutsche Messe. The Customer will only be charged for the number of contacts actually achieved.

3.1.2 Panorama ads / Ads in visitor newsletters

The service offered consists of placing an ad in the specified size in the online newsletter for the specified event/ trade fair on the specified mail-out date(s). The specified number of newsletter subscribers represents the status at the time the Media Information document was prepared, and cannot be guaranteed for the subsequent period

The specified price is per issue of the newsletter.

3.1.3 Mobile advertising in the native apps (iOS and Android) for the event/ trade fair in question

The service consists of the placement of advertising in the native apps in the specified format and size for the specified number of contacts (ad impressions) or for a fixed price during the placement period defined in the offer.

Ads can be published in German and/or in English. Ads intended for publication in German only will be published in the German version of the application. Ads intended for publication in English only can be published in both the German and English versions of the application. Where ads are intended for publication in both German and English, the German version will be published in the German version of the application and the English version will be published in the English version of the application.

If the desired number of contacts cannot be achieved within the maximum placement period, the Customer will be advised of this by Deutsche Messe. The Customer will only be charged for the number of contacts actually achieved.

3.1.4 General: Ad Reporting – On request, the Customer will receive a report detailing the number of ad impressions, ad clicks and corresponding click rate achieved for the advertising placed.

3.2 Flash files must be sent in ZIP archives.

3.3 Production of the online advertising and the associated costs are not included in the contract price and are the responsibility of the Customer.

The statement of accounts and invoice will be issued before the event in question, and the invoice amount will be due and payable by the date stated on the invoice.

If, in the case of offers based on an agreed number of ad impressions, the actual number of ad impressions achieved falls short of the agreed number, the Customer will receive a credit for the shortfall after the close of the event in question.

The invoice amount will include any discounts given.

4. **Ordering of digital out-of-home advertising**

4.1 Scope of services:

The service consists of the broadcast/display of Customer-provided digital content at the Hannover Exhibition Center locations defined in the offer document and/or in the relevant “Media Information: Outdoor Advertising” document, during the broadcast/display period agreed upon in the booked package. The individual services offered by Deutsche Messe are stated fully and definitively in the offer document and/or in the “Media Information: Outdoor Advertising” document specific to the event/ trade fair in question.

4.2 The Customer must make the content available to Deutsche Messe in the specified file format no later than 2 weeks prior to the first day of the event/ trade fair in question.

4.3 The Customer is hereby explicitly advised and cautioned that the ability to display digital content at outdoor locations is weather-dependent. Consequently, in certain weather conditions, such as strong



winds, storms, or heavy rain, it is for technical reasons not possible to guarantee that the Customer's content will be played/displayed at the times and at the locations booked by the Customer.

Deutsche Messe therefore reserves the right to change the display locations of the Customer's content within the Hannover Exhibition Center at any time and for any reason, such as weather conditions. A weather-related display outage of minor duration will not in any event entitle the Customer to a reduction of the invoice amount unless the outage is attributable to gross negligence or intentional misconduct on the part of Deutsche Messe.

- 4.4 Production of the display content and the associated costs are not included in the contract price and are the responsibility of the Customer.

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www.messe.de/en/termsandconditions