

Special Conditions of Participation
for events organised by

Karlsruher Messe- und Kongress GmbH
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1. Event

art KARLSRUHE 2025

Classic Modern and Contemporary Art Fair

2. Organiser

Karlsruher Messe- und Kongress GmbH (Karlsruhe Trade Fair Centre)
P.O.B. 12 08, D-76002 Karlsruhe, Deutschland

3. Date and venue

19 to 23 February 2025, Karlsruhe Trade Fair Centre
Opening hours:
19 February 2025: 11 a.m. - 8 p.m. (VIP preview + press)
20 February 2025: 11 a.m. - 7 p.m. Hall 1, 2, dm arena

11 a.m. - 8 p.m. Hall 3 (opening event)

21 February 2025: 11 a.m. - 7 p.m.

From 8 p.m. Collectors Dinner

22 February 2025: 11 a.m. - 7 p.m.

23 February 2025: 11 a.m. - 6 p.m.

Status: July 2024, subject to change

4. Setup and takedown times:

Setup:

17 and 18 February 2025: 8 a.m. - 9 p.m.

19 February 2025: 8 a.m. - 11 a.m.

Takedown:

23 February 2025: 6 p.m. - midnight

24 February 2025: 7 a.m. - 10 p.m.

5. Application/admission

Applications must be made on the enclosed application form, which is to be sent in a legally binding form by post or scanned to Karlsruher Messe- und Kongress GmbH. The application to participate in art KARLSRUHE is valid only if the organiser has received the application form together with the required documents (item 6 ff.) as well as the application fee by **16 September 2024**.

The exhibitor shall make a copy for his/her records. After receipt of his/her application, the exhibitor will receive an application confirmation, which does not yet constitute an admission.

The sending or handing out of the application forms by the organiser does not constitute a claim to admission.

5.1. The organiser will decide on admission to art KARLSRUHE in consultation with the chairperson of the advisory board and the advisory board within six weeks of the closing date for applications. The exhibitor will receive written notification of admission or rejection.

With the written notification of admission, the exhibition contract between the organiser and the applicant is concluded. If the content of the admission differs from the content of the application, the

contract shall be concluded in accordance with the admission. The same applies if the event must be rescheduled or relocated and the changes are reasonable for the applicant.

5.2. Admission shall not give rise to any claims for any subsequent trade fairs. In particular, the organiser shall not be obliged to send the applicant unsolicited application documents for future events or to inform the applicant of application deadlines or changes in this regard.

5.3. Any reservations or requests for special placement expressed on the application form cannot be accepted as a condition for participation; in particular, admission to art KARLSRUHE does not imply acceptance of such reservations or placement requests. The decision on the final placement is the responsibility of the chairperson of the advisory board and the advisory committee and will be communicated to the exhibitor in writing in the form of the stand confirmation after completion of planning for the hall layout.

Application deadline: 16 September 2024

6. Admission requirements

The fundamental prerequisite for admission is that the exhibitor operates a gallery in Germany or abroad, which works professionally and whose range of products and form of presentation, both on the gallery's premises and at trade fairs and exhibitions, meet the standards of the trade fair.

6.1. Only galleries that provide proof of ongoing gallery activity in accordance with the following requirements will be admitted: a) Applicants must prove that they carry out ongoing gallery activity

- in their own exhibition rooms
- with regular opening hours.

b) In addition, the applicant must provide evidence of holding at least four exhibitions per year on the premises of the gallery under which the applicant has registered.

c) In general, art agents who do not operate their own gallery, purely online galleries and self-marketers are not admitted.

6.2. The exhibition programme for the fair must be precisely designated on the application and must correspond to the gallery's range of offers. Artists other than those registered and admitted may not be admitted to the exhibition. Subsequent changes to the exhibition programme are possible only in exceptional cases and with prior approval by the Trade Fair Centre's management.

6.3. All necessary information and documents must be received by Karlsruher Messe- und Kongress GmbH by the date specified under item 5. Please note that only German and English documents can be considered.

The application must include the following documents in particular:

- Fully completed application form
- List of informative web links to further information, biographical data and images of the registered artists. Alternatively, this information can be submitted as a PDF file. This should

contain a clearly structured short vita of the registered artists, examples of artworks (max. five images with complete information on title, technique, dimensions and year of creation).

- Confirmed receipt of the application fee (see 9.)

The entry form and the artist's documents may be sent in electronic form (as a PDF) or by post.

7. Principles for the decision on admission

7.1. The fair/exhibition management shall decide on admission in consultation with the chairperson of the advisory board and the advisory board on the basis of the documents received by the date specified under item 5. The advisory board is not obliged to carry out additional research. Any conditions for admission formulated by the advisory board will be communicated to the applicant in writing and are binding upon receipt of the written admission. The exhibition contract shall only be deemed to have been bindingly concluded upon admission (in accordance with item 5).

The exhibition management, the chairperson of the advisory board or the advisory board are not obliged to explain the reasons for any rejection to an applicant or to explain them in writing.

7.2. A gallery shall be excluded from participation if, at a previous art KARLSRUHE, the applicant violated the agreements made with the fair (such as the General Terms and Conditions of Contract, the Special Terms and Conditions of Participation, the requirements and conditions of the Fair Advisory Board, the approved programme, the number of artists presented), has not fulfilled payment obligations to Karlsruher Messe- und Kongress GmbH, or has not done so in a timely manner.

7.3. The trade fair / exhibition management is entitled to revoke admission if the conditions for admission are not met or are no longer met. If the exhibitor deviates from the information in the application without the written approval of the trade fair / exhibition management, the trade fair / exhibition management may also exclude the exhibitor from participation in the trade fair at short notice, without observing deadlines. Claims for damages by the exhibitor against the organiser cannot be derived from this exclusion.

8. Participation fees

The prices stated on pages 3 and 4 of the application forms shall apply.

9. Application fee

A one-off application fee of €200 (plus VAT) will be charged for processing of the application. The invoice for the application fee will be sent by email. All bank charges will be borne by the applicant. The application will not be examined by Karlsruhe Trade Fair Centre until after the required application documents and the application

fee have been received in full. The application fee will not be refunded if the application is rejected or the event is cancelled.

10. Withdrawal

10.1 Once admission has been granted, withdrawal from the contract by the exhibitor is not possible outside the statutory provisions and the following regulations.

10.2 If the admitted exhibitor cancels his participation

- by 1 December 2024 or declares his withdrawal or termination of the contract, an expense allowance of 25% of the stand area shall be paid if the allocated stand area can be rented to another party. If it is not possible to rent the allocated stand area to another party, the exhibitor must pay the full cost of the stand area and the ancillary costs incurred by the organiser up to this point. - after 1 December 2024, he/she shall bear the full cost of the stand area and the ancillary costs incurred by the organiser up to this date.

The organiser is not obliged to admit a substitute participant proposed by the exhibitor.

10.3 In order to avert danger and if there are technical or safety-relevant reasons, the trade fair / exhibition management may not permit or may prohibit an exhibit or demonstration planned by the exhibitor, even at short notice. The discretionary decision by the trade fair / exhibition management in this respect is binding. In this case, withdrawal by the exhibitor is excluded, and the exhibitor is responsible for redesigning or changing the use of his/her stand area in consultation with the trade fair / exhibition management. Non-approved goods may be removed by Karlsruher Messe- und Kongress GmbH at the exhibitor's expense without further notice.

10.4 Please note the following cancellation fees applicable to services:

a) From eight days before the official start of setup (in accordance with Special Conditions of Participation): 50% of the agreed net price,

b) From seven days before the official start of setup (in accordance with Special Conditions of Participation): 100% of the agreed net price for stand construction / services.

10.5 Individualised services such as cut-to-measure walls, graphics, etc. are excluded from the cancellation.

10.6 The exhibitor has the right to prove that Karlsruhe Trade Fair Centre has not incurred any damage in the amount of the costs specified in Sections 6 (1) to (4).

10.7 Karlsruhe Trade Fair Centre is not obliged to agree to the acceptance of a contract with a substitute participant proposed by the exhibitor.

11. Force majeure, reservations of services

11.1 Force majeure is an event having a massive external impact on the contractual relationship, which is unforeseeable according to human insight and experience, and which cannot be prevented or rendered harmless by economically acceptable means, even by exercising the utmost care that could reasonably be expected

in the circumstances. In the event of "force majeure", Karlsruhe Trade Fair Centre shall be entitled to postpone, shorten, extend or restrict the event in whole or in part, and to close it temporarily or permanently. In such a case, the exhibitor shall not be entitled to claim damages from Karlsruhe Trade Fair Centre. Services already provided can be settled against Karlsruhe Trade Fair Centre, provided that these costs have already been covered by corresponding income or can be asserted and enforced against the exhibitor in accordance with legal regulations and contractual agreements.

A case of force majeure is deemed to be the total or partial impossibility of Karlsruhe Trade Fair Centre to provide the contractually owed services, including due to events that, insofar as they could have been foreseen, lie outside the sphere of influence of the parties, in particular

a) the interruption or not merely minor restriction of an adequate supply of electricity, gas or water or internet, insofar as this is not only of short duration,

b) with regard to the occurrence and further development of pandemics in accordance with the Infection Protection Act (IfSG),

c) due to official/state orders or decrees.

11.2 In the event of the postponement of the event or for any other reason up to one year, the contractual relationship between the parties shall remain unchanged, unless the exhibitor or Karlsruhe Trade Fair Centre declares in writing to the other contracting party, within 14 days of notification of the postponement, that it is unreasonable to continue with the contract. The reasons for the unreasonableness must be explained in full. The standard of assessment is based on section 313 (1) BGB. If the other contracting party does not subsequently object in writing within seven days, the reasons for unreasonableness shall be deemed to have been accepted.

12. Sale/distribution

Sale and/or distribution of goods and services is permitted only insofar as these are listed in the admission and the sale/distribution takes place on the rented stand area. The exhibitor shall comply with the statutory provisions, in particular the law on price labelling. Obtaining and complying with any necessary official permits (such as trade and health permits) is the sole responsibility of the exhibitor. The exhibitor shall be responsible for complying with the provisions of import and export law, including the tax obligations in this regard. Violations entitle Karlsruhe Trade Fair Centre, after prior warning, to close the stand immediately and to exclude the exhibitor from further participation in the event and, if applicable, in subsequent events. This shall not affect the exhibitor's liability for the full participation fee; the exhibitor shall not be entitled to claim damages in this respect.

13. Stand area – Standard

The minimum area is 50 m². The Standard stand area is intended for the presentation of the registered gallery's programme (several artists). If the desired stand size is

25 m², a maximum of 3 artists may be registered; up to 50 m², max. of 6 artists;

up to 75 m² – max. of 8 artists;

up to 100 m² – max. of 10 artists;

from 150 m² – max. of 15 artists.

The maximum number of artists is valid for the entire area, regardless of the format selected within the area.

14. Stand area – Newcomer

The Newcomer category can be booked by galleries that were established in 2021 or thereafter. The use of the Newcomer offer is limited to a maximum of three participations at art KARLSRUHE. The minimum stand size in the Newcomer area is 25 m².

15. Special area One-Artist-Show

It is possible to present a One-Artist-Show on a stand area of **at least 50 m²**. The best One-Artist-Show will win the art KARLSRUHE Prize, awarded by the State of Baden-Württemberg and the City of Karlsruhe. The prize money will be used to purchase artworks valued at €15,000. The minimum size per One-Artist-Show is 25 m². **Only one** One-Artist-Show (one artist on 25 - 75m²) per gallery can be registered for the award and the subsidised space. In the case of a gallery programme and One-Artist-Show in combination, a structural demarcation is mandatory.

16. Special area – Re:discover

All participants admitted in the Standard section can apply for a free 25 m² promotional bunk within their stand with the suggestion of an artistic position. Applications must be submitted via a separate application form from the BVDG <https://www.art-karlsruhe.de/de/ausstellen>. Detailed information on the Re:discover funding programme as well as the application conditions can be found in the Re:discover application documents.

17. Special area – Re:frame

Presentation of an estate item that is officially and verifiably administered or represented by the gallery. Proof of official estate management must be enclosed with the application. The presentation area is limited to a maximum of 25 m². The concept of the fair provides for a maximum of 15 estate items to be admitted, distributed as evenly as possible within the exhibition halls.

18. Special area – Friends

The applying contractual partner of Karlsruhe Trade Fair Centre (main exhibitor) is given the opportunity to present a gallery, with which the applying partner cultivates a friendly relationship, as a co-exhibitor at the applying partner's stand. The basic prerequisite is the

booking of a total of at least 75 m² of stand area Standard. The special Friends price is limited to a maximum of 25 m² within this stand area. Only one Friend can be registered. The co-exhibitor must be presented to Karlsruhe Trade Fair Centre / the Advisory Board in the application procedure and must meet the admission requirements (6). The main exhibitor remains the contractual partner and contact person. Invoices will be issued only to the main exhibitor. The participation of the co-exhibitor as a Friend is limited to a maximum of three editions of art KARLSRUHE.

19. Special area – Paper Square

Paper Square is a special exhibition format for works with the medium of paper. It can be booked only in conjunction with a Standard or Newcomer stand area.

20. Sculpture Area

A Sculpture Area can be booked only in conjunction with a Standard gallery area. The Sculpture Area measures 10x10 m and is reserved for the presentation of installations, sculptures and three-dimensional artworks. Only one artist per Sculpture Area is permitted. More than one artistic position is permitted only as part of an overall curatorial concept. The positions shown in the sculpture space must be part of the galleries' programme. When a gallery books a Sculpture Area, the gallery also receives the option of a free presentation space for an artwork by the registered artist in the Sculpture Garden of the fair (atrium). The best Sculpture Area will win the Loth Sculpture Prize of the L-Bank, which is endowed with €20,000.

21. Sculpture Garden (outdoors)

Booking of a Sculpture Spot for the placement of a sculpture in the Sculpture Garden of the fair (atrium). This service is bookable as long as space remains available.

22. Sculpture Spot (circuit, indoors)

Placement of a sculpture in the circulation (indoors, aisles between the halls). Freestanding, without stand construction, lighting via rigging. This service is bookable as long as space remains available.

23. Design and equipment

A basic set of partition walls for the stand is included in the stand rental fee (see page 5 of the application forms). Additional partition walls can be ordered at an extra charge. You can find the access data in the Online Service Centre (OSC). For safety reasons, the stand partition walls can be secured by supporting walls during basic stand construction. These may only be removed by Karlsruhe Trade Fair Centre's contracting company after the stability of the outer walls has been properly ensured by this company.

The exhibitor is liable for any damage that may occur if he/she fails to ensure the stability of the stand's partition walls after taking down his/her stand. Drawings and sketches of the stand's intended construction must be submitted. Decorative material used by the exhibitor must be flame-retardant and must also comply with police regulations in other respects. The exhibitor shall be liable for any damage to the walls and floors or alterations to the rented stand areas caused by the exhibitor, his/her staff or his/her agents. Any compensation costs incurred as a result will be invoiced separately. The shape and size of any lettering on the stand's walls must be agreed with the trade fair's management. Uncrowded hanging is mandatory. The fair's management and advisory board reserve the right to check the setup by means of inspections and, if necessary, to demand compliance. The exhibitor must notify the fair's management of the design companies that the exhibitor has commissioned, unless they are design companies from the exhibitor's own company. If applicable, local companies are to be preferentially considered. The interior design of the halls may not be altered by the exhibitors. Pillars, wall projections, fire extinguishers, partition walls, electrical distribution boxes and other technical installations are part of the allocated stand areas.

24. Setup and takedown

The exhibitor shall receive the access data for the Online Service Centre (OSC) in good time, the details of which must be strictly observed. **The stands of companies which are not occupied 12 hours prior to the start of the event or for which there is no indication of a later arrival will be fitted with rear and side walls at the expense of the exhibitor on behalf of the trade fair / exhibition management and will be decorated, fitted out or otherwise allocated in the interests of a representative overall appearance.** In this case, the stand rent must be paid in full. The trade fair / exhibition management shall not be liable under any circumstances for damage caused by the late delivery or non-delivery of order forms by the exhibitor (incorrect compulsory entry in the list of exhibitors, incomplete power lines during setup, etc.). In the event of takedown before the end of the exhibition on the final day of the fair, the fair/exhibition management is entitled to charge a contractual penalty of €500.

25. Complaints about stand construction services

Complaints must be reported by the applicant immediately (without culpable delay) on site at the Service Centre of Karlsruhe Trade Fair Centre.

26. Exhibitor passes

The photo-personalised exhibitor passes must be ordered online via the OSC in advance of the fair.

The allotment of cost-free passes depends upon the size of the stand:
up to 50 m² – 5 passes;
up to 125 m² – 7 passes;
larger than 125 m² – 10 passes.

If necessary, additional passes will be issued at an extra charge. The issuance of exhibitor passes on site is generally subject to a charge. Please note the corresponding instructions in the Online Service Centre (OSC).

27. Ticket allotments

Each exhibitor receives an allotment of personalised VIP invitations and cost-free one-day tickets.

28. Magazine and list of exhibitors

28.1 The organiser publishes a magazine containing a list of exhibitors. The basic entry consists of the company's name, location, website, hall and stand number. The exhibitor may also be mentioned in social media channels. The prerequisite is that the application is submitted on time.

28.2 The Organiser also publishes an online list of exhibitors. The pre-set gallery profile can be edited and designed by the exhibitor (general information about the gallery, contact details, contact persons, profiles of artists, image material).

28.3 The exhibitor is responsible for the copyright permissibility of the use of the texts and images submitted/uploaded by him/her in the print and/or online version of the exhibitor list/magazine. It is the sole responsibility of the exhibitor to obtain the copyright consent of a copyright holder required for the reproduction of the images and texts in the exhibitor lists/magazines.

If the organiser should be exposed to claims by third parties, in particular by the copyright holders or their representatives, due to the infringement of copyrights resulting from the use of the images and texts submitted/uploaded by the exhibitor, the exhibitor shall be liable for the damage incurred by the organiser as a result and shall indemnify the organiser in respect of these claims against the third party.

Any licence fees, exploitation fees or copyright fees (e.g. to VG Bild Kunst or to the artist or author of the submitted/uploaded texts) arising from the reproduction of texts and images in the exhibitor lists/magazines shall be borne by the exhibitor.

29. Animals

Animals are not permitted at the event. This prohibition does not apply to guide dogs or assistance dogs that are necessary from a medical point of view. Proof of same must be presented on request.

30. Photography

The trade fair / exhibition management is entitled to have authorised personnel create drawings, videos, films and photographs of stands at

the trade fair and the items exhibited there. These recordings will be used commercially for the fair's advertising. The exhibitor waives all objections arising from rights of ownership and use.

31. AUMA fee

An AUMA fee of €0.60 net per m² will be charged for the Ausstellungs- und Messe-Ausschuss der Deutschen Wirtschaft e.V. (AUMA) (also for the outdoor area). The fee will be invoiced together with the stand rental. AUMA represents the diverse interests of the German economy in the field of exhibitions and trade fairs.

32. Technical facilities

Applications for electricity, water, compressed air, telephone, etc. can only be considered if the orders are received on time via the Online Service Centre (OSC). Sufficient general lighting is provided. However, the exhibitor may have additional electrical lines and lamps installed at his/her own expense. The nearest connection point to the exhibitor's stand will be used as the basis for calculating these lines. Only contractors approved by the trade fair / exhibition management may be entrusted with the installation of the supply lines. The costs of consumption of electricity, water and gas within the stand area shall be borne by the exhibitor. The trade fair/exhibition management accepts no liability for damage resulting from technical faults occurring in the event of power fluctuations, power failure or force majeure, or if the power supply is interrupted by order of the fire brigade, police or municipal utilities. The specifications of the Technical Guidelines (<https://www.messe-karlsruhe.de/data/downloads/vertragsunterlagen-und-richtlinien/technische-richtlinien-fuer-messen-und-ausstellungen-messe.pdf>) are to be observed.

33. WIFI for exhibitors

Karlsruhe Trade Fair Centre offers WIFI to all exhibitors for the entire duration of the fair. This is the public trade fair WIFI with a bandwidth limit of 2 Mbit/s (sufficient for simple surfing, checking emails, etc.). If a reliably higher and more secure data transfer rate is required, it is still advisable for the exhibitor to use his/her own network connection. This can be ordered from the OSC for a fee.

34. Terms of payment

The rental of the stand area (stand rental) and all other fees are net prices, to which value-added tax at the respective statutory rate is also added and must be paid. If no valid VAT ID is provided for companies from the EU that are not based in Germany, Karlsruhe Trade Fair Centre is obliged to charge the invoice amount including statutory VAT. For the stand area, the exhibitor will receive an invoice upon/after stand confirmation; for ancillary costs and stand construction packages, invoicing depends on the

order date. All invoices are due for payment upon receipt. If the recipient fails to meet his/her payment obligation within 30 days, he/she shall be in default even without a reminder. If the exhibitor defaults on a payment obligation, the trade fair / exhibition management shall be entitled to charge default interest at the statutory rate. In the event of persistent default despite a reminder, the trade fair / exhibition management reserves the right to extraordinarily terminate the contractual relationship with immediate effect. Please note that an express service surcharge of 25% will be levied for orders placed two weeks or less before the start of the event due to the additional logistical and technical effort involved.

35. Advertising

Active advertising outside the rented stand is not permitted. Excluded from this are the advertising services offered by Karlsruhe Trade Fair Centre. In the event of infringements, the trade fair/exhibition management reserves the right to take appropriate immediate measures. In this case, it may extraordinarily terminate contracts already concluded with the exhibitor for subsequent events for good cause, because essential pre-conditions for the fulfilment of the contract are no longer fulfilled.

36. Accident prevention

The exhibitor shall be obliged to fit protective devices to his exhibited machines, apparatus, equipment etc. which comply with the accident prevention regulations of the employers' liability insurance association. The exhibitor shall be liable for any personal injury or damage to property caused by the operation of exhibited machines, apparatus, equipment, etc. Fire extinguishers and their signs may not be removed from their location, nor may any objects be hung in front of them or obstruct access to them; emergency exits may not be blocked or obstructed by exhibition stands or exhibits. The specifications of the Technical Guidelines (<https://www.messe-karlsruhe.de/data/downloads/vertragsunterlagen-und-richtlinien/technische-richtlinien-fuer-messen-und-ausstellungen-messe.pdf>) must be observed.

37. Cleaning

Cleaning of the event's grounds and halls is carried out by the trade fair/exhibition management. Stand cleaning is included. Packaging material and similar items can be stored separately.

38. Insurance and security

The exhibitor is liable for any personal injury or damage to property caused by his operation. As already stated in the participation guidelines of the IDFA (International Federation of German Trade Fairs and Exhibition Cities), the trade fair / exhibition management accepts no liability for fire damage, burglary, theft, and damages due to mains water and weather. It is therefore

strongly recommended that the exhibitor take out exhibition insurance. The fair/exhibition management has concluded a special agreement with an insurance company for the duration of the exhibition.

Exhibitors are encouraged to take out this agreement in view of the special benefits it offers. If the exhibitor wishes to have special stand security, for which an extra charge is levied, this will be provided exclusively by companies commissioned by the trade fair / exhibition management, subject to the conditions applicable at the time. The relevant forms can be found in the Online Service Centre (OSC).

39. GEMA

As an exhibitor, you are obliged to contact GEMA in the following cases: when using live music or music from a tape, record, cassette, CD or DVD; when showing sound films or videos with music; or when listening to an AV or TV medium. GEMA, P.O.B. 10 17 53, D-11506 Berlin, tel. 030 58858999.

40. Data protection

In the course of fulfilling the contract, the personal data you provide will be processed. In this context, these data may also be passed on to third parties (service partners) if this is necessary for the fulfilment of the contract. The processing is carried out in accordance with Art. 6 Para. 1 lit b) DSGVO. Furthermore, your data will be used in legitimate interest for direct advertising in accordance with Art. 6 Para. 1 lit f) DSGVO.

You can find further information at: www.messe-karlsruhe.de/ds-gaus

41. Copyright

41.1 The exhibitor is solely responsible for the design of his/her trade fair presentation in all analogue and digital formats, i.e. the design of his/her stand and the selection of the exhibits he/she displays, which is permissible on the basis of other existing copyrights and other industrial property rights of third parties. This also includes, and in particular, his/her obligation to obtain the consent of the respective holder of the rights or of third parties authorised by the holder to give such consent to the design of his/her trade fair presentation (analogue and digital formats, e.g. videos for social media) and the exhibition of the exhibits selected by him/her in good time before the event.

41.2 The exhibitor is also obliged to ensure that his/her trade fair appearance, in particular the design of his/her stand and the selection of exhibits displayed by him/her, does not impair or infringe the industrial property rights and other rights of other exhibitors. If the exhibitor does not cease such infringement of rights after a corresponding warning by the organiser, the organiser shall be entitled to terminate the contractual relationship extraordinarily and without notice for good cause.

41.3 Should the exhibitor impair or infringe the rights of third parties or other exhibitors (in particular, but not exclusively, copyrights, image and name rights, personal rights, industrial property rights) through the design of his/her trade fair presentation and the selection and display of the exhibits selected by him/her, in each case in analogue or digital form, the exhibitor shall indemnify the organiser against all claims made against the organiser by the third party whose rights are thereby infringed or impaired. The exhibitor shall also reimburse the organiser for all expenses incurred by the latter in this connection, in particular any warning or legal costs and any court fees incurred.

41.4 The organiser shall not be liable for the fact that the exhibitor's property rights (in particular, but not exclusively, copyrights, image and name rights, personal rights) are impaired by the design of the exhibition stands or the selection of exhibits of other exhibitors. It is the sole responsibility of the exhibitor to assert his/her claims in this respect against the exhibitor whom he/she accuses of such an infringement of rights. The organiser shall have no obligation whatsoever to investigate or arbitrate.

41.5 Should the organiser be exposed to claims by third parties, in particular copyright holders or their representatives, due to the infringement of copyrights, the exhibitor shall be liable for any damage incurred by the organiser as a result and shall indemnify the organiser against such claims. A third party within the meaning of this regulation is in particular also an artist or his/her works exhibited at art KARLSRUHE and their analogue or digital formats.

42. Domiciliary rights

The trade fair / exhibition management shall exercise domiciliary rights on the event site and in the event halls. The instructions of the trade fair / exhibition management, its employees and agents must be followed.

43. Acceptance of the exhibition conditions and house rules

By applying to participate in the event, the exhibitor acknowledges these "Special Conditions of Participation", the "General Participation Guidelines for Trade Fairs and Exhibitions of IDFA Members", the "House Rules" as well as the regulations of the Online Service Centre (OSC) and the "Technical Guidelines" noted therein as binding for himself/herself and his/her representatives. In the event of infringement, the fair/exhibition management shall be entitled to eliminate the disturbances at the expense of the exhibitor concerned and to close the stand without compensation.

44. Limitation period

All contractual and pre-contractual claims of the exhibitor against the fair/exhibition management are subject to a limitation period of six months.

The limitation period shall commence on the first working day after the end of the event.

45. The place of performance and jurisdiction is Karlsruhe

The law of the Federal Republic of Germany shall apply. The terms and conditions of the organiser shall apply exclusively; the terms and conditions of the exhibitors shall not apply. The original German version of this English translation is legally binding.

46. Severability clause

The possible invalidity of individual conditions above shall not affect the validity of the remaining "Special Conditions of Participation" and the entire contract. In the event that one of the aforementioned conditions is invalid, the one that is economically closest to its meaning and purpose shall be deemed agreed in its place.