

interzum guangzhou 2021  
China Import and Export Fair Complex  
Guangzhou, P.R.China  
Sunday 28 March to Wednesday 31 March 2021

## Conditions of Participation

### Special Section

#### 1

**The fair**  
**The organizers**  
**The venue**  
**The dates**

##### (a)

interzum guangzhou 2021 is being organised by  
**Koelnmesse (Beijing) Co., Ltd**  
**Unit 2101, Landmark Tower II,**  
**No. 8 Dongsanhuan North Rd.,**  
**Beijing 100004,**  
**P. R. China**

- hereinafter referred to as the organizer.

##### (b)

The exhibition is being held from Sunday 28<sup>th</sup> March to Wednesday 31<sup>st</sup> March, 2021, at the China Import and Export Fair Complex, No. 382 Yue Jiang (Middle) Road, Hai Zhu District, Guangzhou, China

##### (c)

The exhibition is open to exhibitors daily from 09:00 a.m. to 06:00 p.m. and to visitors from 09:30 a.m. to 06:00 p.m. – admission up to 04:00 p.m.

##### (d)

The period for setting up in the Machinery Hall is from Wednesday 24<sup>th</sup> March to Saturday 27<sup>th</sup> March 2021, daily from 09:30 a.m. to 05:00 p.m. The period for setting up in the Accessories Hall is from Wednesday 24<sup>th</sup> March to Saturday 27<sup>th</sup> March 2021, daily from 09:30 a.m. to 06:00 p.m. The period for dismantling in the Machinery Hall is on Thursday 1<sup>st</sup> April 2021, from 09:00 a.m. to 08:00 p.m. The period for dismantling in the Accessories Hall is on Thursday 1<sup>st</sup> April 2021, from 09:00 a.m. to 06:00 p.m.

#### 2

##### Eligibility to take part

##### (a)

Exhibitors should be manufacturers of goods that are included in the nomenclature of the exhibition (cf. No. 1 "Space Application Form") and if they are produced by the exhibitor at his own manufacturing plant or are offered as parts or accessories thereof.

##### (b)

Admission is also open to exhibitors displaying items which, in accordance with the list of goods are in keeping with the overall theme of the event and which the exhibitor has had manufactured under his own name, provided that the items in question are aimed at retailers and other marketing agents.

##### (c)

You can as well take part as a servicing company with your own products if your service activity is mentioned corresponding to the correct group of the list of goods (cf. No. 1 "Space Application Form").

##### (d)

Only legally registered manufacturers, their agents and distributors of the products stated in the List of Exhibits will be accepted. The Organizer has the right to request the exhibitor to provide information, such as their business license to verify its qualifications, business scope and place of business registration.

##### (e)

The organizer will decide upon the acceptance of firms or products.

#### 3

##### Participation fees

Your participation will entail the following fee:

##### (a)

###### Stand fee

###### aa)

In the halls per square metre excluding stand construction, excluding provision of stand partition walls (minimum size 18 sqm) EUR 270 / sqm or RMB 2,050 / sqm.

The construction of the stand shall be obligated to the exhibitor.

**The stand costs for space only include** the rent for the exhibition space for the entire duration of the event including the build up and dismantling periods, a specific number of exhibitor and work badges, the use of all general technical and service facilities in the fair halls like lighting, ventilation, air conditioning, electrical consumption, general surveillance of the halls and cleaning of the aisles; consulting on organisational matters by Koelnmesse employees, and one free copy of the catalogue.

The stand costs do not include the catalogue entry fee, the installation and use of electrical connections, compressed air, and the installation of water connections on the stand.

**Double-storey stands** are applicable for contracted ground area of 100 sqm and above (to be considered on a case-by-case basis). The contracted floor area of the upper tier shall not exceed 50% of the contracted floor area of the lower tier of the particular booth. The exhibiting company of the lower tier of a particular booth must be same as that of the upper tier.

The rental rates for the contracted floor area at the upper tier shall be one third (1/3) that of the lower tier: EUR 87 / sqm.

ab) In the halls per square metre with Standard Shell Scheme (minimum size 9 sqm) EUR 320 / sqm or RMB 2,550 / sqm.

ac) In the halls per square metre with Premium Shell Scheme (minimum size 12 sqm) EUR 340 / sqm or RMB 2,700 / sqm.

**The stand costs for the standard shell scheme and premium shell scheme construction include** the rent for the exhibition space for the entire duration of the event including the build up and dismantling periods, a specific number of exhibitor and work badges, the use of all general technical and service facilities in the fair halls like lighting, ventilation, air conditioning, electrical consumption, general surveillance of the halls and cleaning of the aisles, and consulting on organisational matters by Koelnmesse employees.

The stand costs do not include the catalogue entry fee, installation and use of compressed air, and the installation of water connections on the stand.

General setting up and dismantling of the stand for standard and premium shell scheme booths, incl. all additional costs consisting of:

- Cleaning of the booth areas
- Laying carpet over the entire booth area
- Booth partition walls (rear and side walls) as per stand space
- Fascia Board with Company Name in English and Chinese
- Booth furniture per booth: as specified in Form 1.2 "Shell Scheme Specification".

##### (b)

###### Co-exhibitor fee

As far as accommodation of other firms will be permitted on the stand (see figure V of the General Conditions of Participation), **EUR 350 or RMB 3,000** will be charged for each co-exhibitor. This includes the catalogue entry according to item 9. All and any costs caused by the co-exhibitor or services additionally ordered shall be payable separately.

##### (c)

###### Hall management fee

A Hall management fee of RMB 30 / sqm will only apply to space-only booth type,

and should be paid to the venue by exhibitors' appointed contractors. The organizer reserves the right to appoint the official contractor to collect the fee on behalf before the show opens.

**(d) Administrative fee**

Once a space rental invoice is issued, any changes in payment currency raised by exhibitors will be subject to an administrative fee of **EUR 200 or RMB 2,000**, which will be added to the participation fees according to the changed payment currency.

**4 Fitting and arrangement of the stands**

(a) Please take into account that where necessary hall pillars and other permanent construction features are contained in the rented stand spaces, the participation fee is calculated on the basis of the exact measurements of the stand space allocated.

(b) Stand construction will only then commence if the exhibitor orders stand construction.

(c) **Any planned structure** must be approved in advance by the organizers and the hall proprietor in writing. The stand must be constructed to comply with the dimension of the space allocated. Plans for non-standard structures or designs for stands with meeting rooms or where technical calculations are required, as well as plans for technical fittings should be submitted to the organizer and the hall proprietor in duplicate for perusal not later than 6 weeks prior to the beginning of the event.

In the event of these plans having to be scrutinised by the proprietor of the halls, the organizer shall assume responsibility for forwarding them as commissioned by and for the account of the exhibitor and shall notify the exhibitor of the outcome. The organizer will not release the exhibitions space in question for construction work until the results of the inspection have been received.

Any other fitting and arrangement of the stand is left to the exhibitor but should be appropriate for the event in question. The exhibitions company's name and full address must be clearly visible on each stand.

Each exhibitor will receive a stand sign with number of the booth according to the stand confirmation. The stand sign has to be clearly visible during all the exhibition time.

**5 Intellectual Property**

Your participation will entail the following commitment for Intellectual Property:

Our Company agrees to abide by the regulations of **Protection Measures for Intellectual Property**, and accept the **Exhibition Intellectual Property Complaint Processing Programs** made by the sponsor and its complaint agency according to law. From the date we submit the application form to the completion of the Fair (on 31<sup>st</sup> March 2021), our Company makes the following commitments:

- (a) Make self-inspection of the intellectual property rights involved in the exhibition items according to relevant regulations.
- (b) We will not use display products, display panels, display booth, publicity materials and so on which infringe on their intellectual property rights.
- (c) Make complaints according to the complaint programs stipulated by the sponsor or its complaint agency, without prejudice to the smooth process of the Fair; the complaint programs are as follows:

- (1) The participants who hold the valid identity documents of the current Interzum Guangzhou (hereinafter referred to as the Fair) have the right to complain to the Intellectual Property Office once discovering that the display products, display product packaging, publicity materials and any other display part on the booth in the hall are suspected of infringing on others' intellectual property rights.
- (2) When making a complaint, the complainant should firstly show the ownership certificate to the staffs in the Intellectual Property Office. Regarding the same infringement case of intellectual property complaint which has been processed by the Intellectual Property Office in the last Fair and reoccurs in the current Fair, the complainant should also show the legal documents which have been followed and processed through legal actions after the end of the last Fair. If the complainant cannot

show the relevant documents, the Intellectual Property Office has the right not to accept the complaint. The Intellectual Property Office doesn't accept the same complainant's repetitive complaints against the same defendant on the same intellectual property right.

- (3) After the validity of the aforesaid relevant documents is verified by the Intellectual Property Office, the complainant should fill in Application for Complaint.
- (4) After receiving the Application for Complaint, the Intellectual Property Office should promptly arrange the staffs to process the complaint.
- (5) While the Intellectual Property Office is investigating and processing the complaint case, the defendant should assist the staffs of the Intellectual Property Office in investigating the complaint articles. After it is affirmed that the complaint articles infringe on others' intellectual property rights after investigation, the defendant should promptly show evidences to prove its legal ownership of the complaint contents and demonstrate the non-infringement.
- (6) If the defendant cannot effectively demonstrate "non-infringement" for the suspected infringing articles on the spot, the staffs of the Intellectual Property Office have the right to temporarily detain the articles, and the defendant should promptly sign the Letter of Commitment, and promise not to display the suspected infringing articles any more from the moment when infringement is affirmed if it cannot provide effective demonstrations. The Letter of Commitment is in duplicate and respectively kept by the defendant and the Intellectual Property Office.
- (7) The defendant can provide the supplementary non-infringement demonstration to the Intellectual Property Office within half workday if it has objection to the processing result made by the Intellectual Property Office. If the demonstration is valid, the Intellectual Property Office should promptly return the articles which are temporarily detained and allow the defendant to continue displaying the complaint articles; if the demonstration is invalid or no demonstration is supplemented, the original processing decision should be upheld.
- (d) The exhibitors should actively cooperate with the sponsor or the complaint agency and relevant intellectual property administrative departments and judicial departments in inquiry, inspection, evidence collection and other related work during the Fair.
- (e) The complaint materials submitted by the exhibitors must be accurate, complete, true, legal and valid.
- (f) The exhibitors should not make malicious complaints, and bear the corresponding legal liabilities for the losses to the sponsor or the defendants by malicious complaints.
- (g) The exhibitors whoever break the Letter of Commitment are willing to accept the penalty from the sponsor or the complaint agency.

**6 Exhibitors' badges and badges for stand construction staff**

(a) Exhibitors are entitled to receive free exhibitor badge accordingly to below criteria:

Size of booth	Quantity of badges (max)
Up to 12 sqm	3
13 to 24 sqm	6
25 to 36 sqm	9
37 to 48 sqm	12
49 to 72 sqm	15
73 to 120 sqm	18
121 to 200 sqm	25
201 to 400 sqm	30
401 to 600 sqm	38
More than 600 sqm	45

The badges will be valid from the first day of the setting up until the last day of the dismantling of the stand. You can order and pay for additional exhibitor badges at the appropriate order form in the Exhibitor Service Manual.

(b) You will also receive free passes to enable the company personnel to enter the trade fair complex for the purpose of erecting and dismantling the stand. These cards are only valid up to the beginning and after the end of the exhibition. They do not entitle the holder to enter the complex during the exhibition. Exhibitors can order these passes with the correct order form in the Exhibitor Service Manual.

## 7

### Rules of Sale Sales Restrictions Penalties

(a)  
In view of the special trade character of interzum guangzhou 2021.

(1) It is not permissible to openly mark prices on exhibited products

(2) It is not permissible to offer, sell or otherwise transfer articles which are related to the theme of this fair (cf. No. 1 "Space Application Form") to the final consumer.

Such transactions are prohibited throughout the entire fair, including the initial set-up and the final dismantling phases.

(b)

In view of these special trade character and prestige of interzum guangzhou 2021 and rules governing equality of opportunity, it is essential that the regulations stated in subsection 7a are observed strictly and without exception.

(c)

The organizer has the right to

(1) immediately close the stand of an exhibitor who violates (has violated) the sales restriction stated in subsection 7a. The stand will be closed while interzum guangzhou 2021 will still be in progress and without a court order.

The exhibitor in question is responsible for any costs or consequences resulting from the stand closure and/or

(2) The organizer has the right to deny admission to any exhibitor who has violated the sales restriction in subsection 7a.

Compensation or claims for reimbursement by the exhibitor are ruled out in the case of the afore-mentioned measures.

## 8

### Withdrawal / non-participation

The contractual relationship can no longer be terminated once the stand has been bindingly registered and confirmed. The organizer can agree to the request for release from the contract only in exceptional cases if the stand space not required can be rented to another exhibitor. In this instance the organizer is entitled to demand a general reimbursement of the costs incurred corresponding to 25% of the participation fee. If the space cannot be re-rented, the full participation fee must be paid.

Please see "General Conditions of Participation", item II.

## 9

### Catalogue

The organizer issues for their fairs and exhibitions a catalogue which includes an alphabetical list of firms, a list of goods and advertisements. This makes the catalogue an important and up-to-date source of reference for all interested persons and also gives it added value after the fair.

The space application excludes entry fee (EUR 150 or RMB 1,100) in the Trade Fair Directory, including name and address of exhibitor, executive, telephone and fax. The reproductions of logos and texts as well as advertisements are offered separately and are subject to an extra charge.

All entries in the catalogue must be submitted to the organizer or to the company commissioned by the organizer 6 weeks prior to the first day of the event. The organizer of the fair reserves the right to commission a third company with the production of the catalogue.

The organizer does not accept any liability for printing errors, incorrect placing, mistakes and other gaps or faults in printing. The advertiser shall be responsible for the subject matter of advertisements and entries and for any omission or mistake resulting from them.

## 10

### Verbal agreements

Any verbal agreements, individual permissions and exceptions outside the framework of these contracts are not valid until confirmed in writing by the organizer.

## 11

### Exhibitor Manual

After signing the Space Application Form and the formal admission of the exhibitor by the organizer, the exhibitor will receive the Exhibitor Service Manual. In this manual the exhibitor can order the different free-of-charge and chargeable services (such as e.g. additional furniture, additional stand cleaning, etc.) that the organizer offers. The Exhibitor Service Manual will also include technical regulations that the exhibitors have to comply with regarding their participation.

## 12

### General Data Protection Regulation ("GDPR")

Your participation will entail the following commitment for General Data Protection Regulation.

Declaration of consent to receive information about trade fairs, events & platforms:

We hereby permit the transfer of our personal data to Koelnmesse GmbH, as well as its responsible subsidiary abroad and its commercial agents, to send us information by e-mail about future similar trade fairs/events/platforms that are organized in Germany and abroad. A list of the subsidiaries and commercial agents of Koelnmesse GmbH, as well as further details about data protection, can be accessed at any time at [www.koelnmesse.com/data-protection-notice](http://www.koelnmesse.com/data-protection-notice).

We can withdraw our consent at any time in the future (by sending an e-mail to [datenschutz-km@koelnmesse.de](mailto:datenschutz-km@koelnmesse.de)).

## 13

### General Conditions of Participation

We would like to draw your attention to the provisions contained in the General Section of the Conditions of Participation for Koelnmesse GmbH events held outside the Federal Republic of Germany.