

Conditions of Participation

Special Section



didacta
Köln, 16.–20.03.2010

1 The fair, The organizers, The venue, The dates

didacta – die Bildungsmesse

The Education Trade Fair is being organized by the Koelnmesse GmbH,
Messeplatz 1, 50679 Köln, Germany

The conceptual sponsors are the

Didacta Verband e.V., Verband der Bildungswirtschaft,
Rheinstr. 94, 64295 Darmstadt, Germany

and the

VdS Bildungsmedien e.V., Zeppelinallee 33, 60325 Frankfurt, Germany.

It will be held from Tuesday, 16, to Saturday, 20 March 2010 in
Congress-Center North and East as well as in the halls 6, 7, 9 and 10.1
of the Cologne trade fair complex.

The exhibition will be open to visitors from 9 a.m. to 6 p.m. and to
exhibitors from 8 a.m. to 7 p.m. daily.

Stand assembly begins: March 10, 2010, at 8 a.m.

Dismantling of all stands and exhibits: by March 23, 2010 at 6 p.m.

2 Eligibility to take part

Manufacturers whose display goods are of the kind covered by the fair in
question can be accepted (see enclosed list of products) and if they are
produced by the exhibitor at his own manufacturing plant or are offered as
parts or accessories thereof.

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, provid-
ed that the items in question are aimed at retailers and other marketing
agents.

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 products.

Furthermore, you are entitled to participate if you are sales agent, importer,
distributor or an association/institution of products mentioned in the list of
products.

In any case only firms can be accepted which are entered in the commercial
register resp. in the official craftsmen's list in the country of origin or be
registered in the commercial register.

The Fair Authorities will decide upon the acceptance of firms or products as
well as upon allocation of space. Nonacceptance will be explained in writing.

3 Commercial property rights

Koelnmesse GmbH does not want any exhibitors who, in the process of pro-
ducing, disseminating, selling, owning or advertising their products, violate
laws regarding the protection of intellectual property or commercial proper-
ty rights in the broadest sense.

If a final court decision has determined that an exhibitor at one of
Koelnmesse GmbH's events has violated laws of the kind mentioned in para-
graph 1, Koelnmesse GmbH is entitled to bar that exhibitor from the next
event of this kind after the court decision is res judicata if there is sufficient
suspicion that the exhibitor will again and repeatedly violate laws for the
protection of intellectual property or commercial property rights.

4 Participation fees and other costs

Your participation will entail the following costs:

Participation fees per sqm floor space:

terrace stand (1 side open)	144.00 EUR
corner stand (2 sides open)	160.00 EUR
two corner stand (3 sides open)	175.00 EUR
island stand (4 sides open)	185.00 EUR

These charges cover the rental of exhibition space the entire duration of the
fair including the stipulated erection and dismantling period, a specific
number of identity cards for stand and construction personnel (see figure 6),
the use of all the technical and service facilities in the trade halls, advice by
Koelnmesse experts on the organisation, advertising and publicity work for
your participation, free publicity aids for your own advertising campaign,
the provision of rooms for press conferences, press contact services,
participation in general PR activities for the fair and the industry.

**This price does not include the provision with partition walls or other
special construction elements.**

For two-storey exhibition stands, the actual allotted area in the upper
storey according to the technical inspection is calculated at 50 per cent of
the price per sqm of floor area.

Contribution to promotional costs

Each main exhibitor will be charged a contribution to promotional costs in
accordance to the following scale:

0 – 24 sqm	– EUR 290.00
25 – 100 sqm	– EUR 480.00
101 – 200 sqm	– EUR 970.00
201 – 400 sqm	– EUR 1,460.00
401 – 800 sqm	– EUR 2,250.00
over 800 sqm	– EUR 3,440.00

AUMA fee

The Association of the German Trade Fair Industry (AUMA) charges you a
fee of 0,60 EUR per sqm for representing your interests. Koelnmesse has
agreed to take over calculating and collecting the fees in the name of, and
on the account of, AUMA.

More detailed information is available at www.auma-messen.de.

Energy costs

6.95 EUR per sqm of occupied stand space as a proportional flat-rate energy
fee.

Down payment for services (NKA)

Koelnmesse and Koelnmesse Service GmbH are entitled to collect an
adequate down payment for the services provided at an event
(e.g. electricity and water supplies, media service etc.).

The amount of the down payment for services is based on the services
invoiced at the previous event. For exhibitors that did not take part in the
previous event, the down payment amounts to 515.00 EUR.

Following the event a separate invoice will be drawn up for the services
provided; the down payment will be credited to this amount. Invoice
amounts are payable immediately upon receipt. If the down payment
exceeds the amount charged for services provided, the excess amount will
be paid back to the exhibitor. Exhibitors are not entitled to have interest
paid on their down payment.

Co-exhibitors fee

Insofar as the inclusion of other companies is permitted at your stand (see figure V of the General Conditions of Participation) a co-exhibitor fee of 767.00 EUR per company will be charged. The price of the Media Package/ Catalogue is not included in this fee (see item 9).

Catalogue

Entry in the Media Package "Catalogue/Internet/Matchmaking" is obligatory and costs 110.00 EUR (see item 9).

VAT

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

VAT refunds

Foreign exhibitors (proprietors) may receive a refund of the VAT paid with the invoice as long as they fulfil the legal requirements. To apply for your refund, please use the VAT refund service offered by Koelnmesse Service in conjunction with our partner G-VAT (For information and to order this service, go to the Koelnmesse-Service-Portal: Marketing Services → VAT refund).

5 Stand sizes and construction

The minimum stand size is 9 m².

Please note that hall pillars and other fixed construction elements may be present in any part of the rented stand area. The participation fee will be calculated according to the exact dimensions of the stand area allocated. Trade fair partition walls for dividing the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee by using Form S.10 from the Service Package (enclosed with the space confirmation).

This fee does not include stand construction.

Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

Stand construction and design must adhere to all regulations that are valid in Germany (including the NRW venue regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators, and signwriters and to all persons, in as far as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction and design of the stand.

The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction personnel and other persons working for him/her to make sure they adhere to the regulations.

The maximum height for any stand structure is 3.00 metres insofar as the height of the hall roof and possible permanent fixtures permit this.

As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for one-storey stands that do not exceed the permissible 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 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 ground plans, views and design cross sections with all measurements.

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

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

Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to provide the notice of approval. The exhibitor is also aware of the fact that in exceptional cases at his/her request and on his/her 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 concerning the stand must be immediately complied with. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

If at all possible, the trade fair company (Koelnmesse) will try to provide the stand in the desired form. The following terms are used for the stands:

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

The stand must be constructed to comply with the form of the stand confirmed. 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 space.

Banners and company signs are not permitted to encroach into the aisles. Koelnmesse Service GmbH also offers a completely outfitted turnkey stand system. Order Forms S.01 to S.08 are included in the Service Package, which will be sent to you with your space confirmation.

For information about alternative types of stand construction, please contact Koelnmesse Service GmbH.

For a surcharge, exhibitors can rent further equipment in addition to the standard furnishings.

6 Exhibitor cards and cards for stand construction personnel

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

- 3 passes for a stand up to 20 m² in area,
- 1 pass for each further unit or part unit of 10 m² above this area.
- Every co-exhibitor will receive 3 passes uniformed.

The cards will be valid from the first day on which stands can be erected to the last day on which they can be dismantled.

The cards will be forwarded to you with the stand rental invoice.

Additional passes can be obtained at a price of 19.00 EUR each.

You will also receive free passes to enable 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 holders to enter the complex during the exhibition.

These cards will also be forwarded with the stand rental invoice.

7 Rules on selling

In view of the professional nature of the event, the direct sale and open price-labelling of exhibits or samples on the stands are not permitted.

8 Demonstrations / product presentation / advertising

Headphones must be used for acoustic demonstrations on the stands.

The volume level must not exceed 80 dB (A). Presentations on the stands, i.e. live performances etc. are basically prohibited.

Loudspeakers must only be fitted inside the stands.

In the event of any violations of the maximum permitted volume, the offending parties will receive a written caution pointing out the possible further consequences. If a further infringement occurs after the written caution, the exhibitor concerned will immediately have the electricity to his stand disconnected and only reconnected when the person responsible from the company concerned has given written assurance that there will be no further violations, and that his company has met the electricians's costs (disconnection and reconnection of electricity).

Any subsequent further infringement by the company concerned of the maximum permitted volume will immediately result in a permanent disconnection of electricity for the entire duration of the event.

The distribution of advertising material outside the rented stand space is not permitted. As an exhibitor you are entitled to display brochures and other publicity material on the racks provided for that purpose in the Press Centre.

Advertising which contravenes legal provisions, or offends good morals, or which is of ideological or political nature, or contrary to the aims of the fair, is not permitted inside the exhibition centre. Whether advertising can be objected on one of these grounds is at the organizer's discretion without recourse to legal proceedings.

The organizer is entitled to prohibit all advertising and the distribution of advertising material in as far as there are grounds for objection to this material; the organizer can also confiscate quantities of such material for the duration of the fair.

9 Media Package "Catalogue/Internet" (Forms 2.10, 2.30, 2.40)

For the Media Package for didacta, Koelnmesse publishes one catalogue which include an alphabetical list of companies, a list of products, and advertisements.

The catalogue and the electronic media and functions in the Media Package provide all interested parties with indispensable lists of products and exhibitors before, during and after the event.

For main exhibitors, co-exhibitor and additionally represented companies it is obligatory to be listed in the Media Package.

A fee of 000.00 EUR is charged for the compulsory part.

If the exhibitor fails to submit Order Form 2.10 before the deadline, **entries in the Media Package are based on the information given in Form 1.10 or Form 1.20 and are subject to a fee.**

Late submissions will be included in the supplement to the respective catalogue at the exhibitor's expense.

The Media Package will be produced by Koelnmesse Service GmbH.

Printing of the catalogue and advertisements will be carried out by

A. Sutter Fair Business GmbH

Bottroper Str. 20, 45141 Essen,

Tel. 0201 8316-001, Fax -099,

e-mail: info@fair-business.de

Customers are responsible for the content of their advertisements and entries and are liable for any damages related thereto.

Koelnmesse is not liable for printing errors, incorrect placements, mistakes or other gaps or faults in the printing.

10 Salvo / Final agreements

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

Should a provision of this contract prove to be wholly or partly void or should the contract have omissions, this shall not affect the validity of the remaining provisions. A provision shall take the place of the invalid provision or fill the omission that, as far as legally possible, comes closest to what the contractual parties intended or, given the sense and purpose of this contract, would have intended if they had considered the matter. Should the invalidity of 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.