

GAME CITY 2019 TRADE FAIR CONDITIONS

1. Registration (offer)

The registration via the online booking tool is an irrevocable offer with binding effect on the exhibitor. Registrations subject to reservation are void. Redactions, additions and changes on the registration form, the trade fair conditions and the city hall house rules are invalid. By submission of the registration form, the trade fair conditions and the city hall house rules are accepted to complete extent by the exhibitor. The trade fair conditions apply analogously also to secondary services or additional contracts, e.g. for assembly and disassembly of the trade fair stand, renting of trade fair equipment, provision of power and other infrastructural services. MICE & Men Eventmarketing GmbH is contracted as the sole distributor by the organiser, wienXtra association, to market the trade fair spaces and additional offers (branding spaces, sponsoring, stage times...), and to conclude agreements and contracts with exhibitors in the name of the organiser.

2. Stand fee

On receipt of the registration by the organiser (sent via the online tool, post, fax, email, etc.), the exhibitor is obligated to participate in the trade fair. The fees specified respectively on the registration form apply for the duration of the event. Each started square metre will be charged as one full square metre. All rental prices are understood exclusive of the value added tax and other taxes (legal transaction fee, advertising levy, etc.)

3. Admission and space allocation

The organiser is not obligated to accept the offer. Exclusively the organiser will decide on the admission of exhibitors (acceptance of the offer) including the space allocation. It reserves rejecting registrations (offers) for admission to the exhibition at any time and without a statement of reasons. Spaces will be allocated exclusively by the organiser in the interest of the event. Admission and thereby the acceptance of the offer will be granted by the mailing of the stand confirmation.

Domestic and foreign exhibitors whose exhibits match the theme can be admitted. Trade representatives and importers can exhibit on behalf of the companies they represent. Specifying the exhibits on the registration form is the prerequisite for the registration being processed. Other products than the ones listed on the registration form and approved by the organiser may not be exhibited. If third-party sellers showcase themselves at a stand, this must be reported to and approved by the organiser. The costs per sub-exhibitor are at least EUR 500 and these will rise by the number of sub-exhibitors. Furthermore, no products from outside of the industry may be exhibited without the written agreement of the exhibitor. For sampling campaigns, only forms are permitted. Each further sampling campaign by an exhibitor must be approved in writing by the organiser. The exhibitor is obligated to exhibit the registered products without limitations during the entire time of the trade fair. Closing the trade fair stand or dismantling the trade fair stand before the end is not permitted (Stickers are not permitted to be used during the event). Violation of these obligations will entail claims to damage compensation. No legal right of admission to another trade show (acceptance of another offer for a trade fair) can be derived from acceptance of the offer (for admission of the exhibitor to the trade fair). In the interest of the event (trade fair), the organiser is entitled to allocate a space at a different location in deviation from the admission confirmation and space allocation (acceptance of the offer), modify the size of the space, move or close entrances and exits to and from the city hall, the tent and other areas or implement other structural alterations. If this leads to a reduction of the stand fee, the amount of the difference will be credited or refunded to the exhibitor at the choice of the organiser. Further claims against the organiser, in particular such to damage compensation are excluded. If the organiser cannot dispose over an already assigned stand, the exhibitor will be entitled merely to a claim for a refund of the actually paid stand fee.

4. Withdrawal of the registration

In case of a cancellation (withdrawal) of the registration, the exhibitor shall pay the following cancellation fees to the organiser: up to 10 weeks before the trade fair kick-off 40% of the agreed stand fee; from 10 weeks before the trade fair kick-off 100% of the agreed stand fee; respectively plus taxes, charges and other incidental costs.

The cancellation fee shall be paid as lump-sum damage compensation regardless of any fault, whereas the exhibitor shall waive any reduction of the damage compensation claim, in particular the right of modification by a court for any reasons whatsoever and also such arising from the title of the compensation of advantages. The exhibitor recognises that the cancellation fees shall also be paid if the organiser succeeds in renting or selling the fair stand to a third party. Claims of damages beyond the agreed cancellation fees remain unaffected thereof.

5. Invoicing and terms of payment

On admission of exhibitors (acceptance of the offer), the exhibitor will receive an invoice. A down payment in the amount of 10% of the total sum must be paid within 2 weeks of receipt of the admission and invoicing. At the latest 6 weeks before the start of the event, the remaining amount must be settled. Invoices will be due immediately if issued after said date. Timely payment of the invoice is the requirement for the handover of the assigned stand. If the organiser has not received the invoice total by the due date, it shall be at liberty to freely dispose over the assigned stand without further notice. In that case, point 4 of these Trade Fair Terms shall apply analogously. Objections regarding the invoice shall be raised within 8 days upon receipt. After said date, the invoice will be deemed approved. Any objections received after that date will be invalid. In the case of payment default, 12% interest p.a. as of the due date and EUR 25.00 plus VAT per dunning letter is agreed. The exhibitor is entitled neither

to refuse payment of due invoices nor to offset for any counterclaims of whatever nature.

5a. Taxes, fees and levies

All taxes, fees and levies, in particular the value added tax and the levies for advertising and marketing will be charged to the exhibitor. All indicated prices are net prices exclusive of taxes, fees and levies.

5b. Registration fee, costs & deposit

The registration fee includes a contingent – depending on the stand size – for exhibitor IDs and required publications (listing as exhibitor including website) in the directory of exhibitors (in the trade fair prospectus if any) and in the internet catalogue (website). The exhibitor is obligated to pay a registration fee. In the event of a default on payment, the exhibitor will be obligated to compensate the costs for dunning and collection that are incurred by the organiser, whereas the maximum rates are agreed according to Directive BGBI [Federal Law Gazette] no. 141/1996 or the directive replacing it. It is not relevant whether the dunning procedure is executed by the organiser itself or an external company. The costs for lawsuits and execution to be determined or having been determined by the courts shall remain unaffected from this.

Each exhibitor is obliged to pay a deposit double the payment due total amount of the registration fee, which will be accessed if regulations are adhered to. The amount will, in part be refunded at least four weeks after end of event.

6. Revocation of the space allocation

The organiser is entitled to revoke the space allocation (trade fair admission, acceptance of the offer) if:

1. the exhibitor does not fulfil its payment obligations on time, or
2. insolvency proceedings, an out-of-court settlement procedure or liquidation against the exhibitor is being conducted or is impending in the meantime; or
3. there are still unsettled receivables from previous events; or
4. the exhibits do not or no longer match the trade fair theme.

In these cases, point 4 of these Trade Fair Terms shall apply analogously. It is sufficient if one of the points described above applies.

7. Force majeure, good cause

If the event cannot be conducted due to force majeure, strike, political events or other good causes, damage compensation claims of any kind of the exhibitor against the organiser are excluded. The organiser shall inform the exhibitor promptly if the trade fair is not being held.

8. Sales provision

In city hall, the sale and/or delivery of goods of any kind, also including samples, is prohibited (with the exception of gastronomy stands). In case of violations, the organiser will be entitled to close down the stand on short notice upon a prior request to discontinue the direct sale and direct supply. Sales are only permitted in a designated exclusive outdoor area, the marketplace area, in which every exhibitor and gastronomy partner must comply with the legal requirements, such as trade license, cash register system and other legal regulations.. The sale of food is permitted only to gastronomy partners/caterers without exception. In addition, gastronomy partners/caterers must complete an additional gastronomic agreement with the organizer.

9. Personnel

Every exhibitor will receive free exhibitor ID cards for themselves and their personnel according to the stand confirmation. It is mandatory to wear them during times of assembly and disassembly as well as during the trade fair. Any persons without ID will not be admitted before the official kick-off of the trade fair and they must leave the premises immediately at the end of the fair as they are then considered to be regular visitors.

9a. Promotor provision (outside of the stand)

Exhibitors may not position any promotors outside of the stand. A promoter permit can be purchased in addition.

With this permit, exhibitors can attain permission to assign promotors who are authorised to engage in promotion for the exhibitor outside of the stand area. Otherwise, as mentioned in point 15, no advertising outside of the rented stand area is permitted.

10. Assembly, disassembly, storage and design

All exhibition places are understood without cabin walls, carpets and without furniture. The exhibitor, however, is obligated to lay or order carpeting for its interior spaces (with the exception of open areas, arcade yard and ballroom staircases). All stand assemblies must meet the requirements of the regulations on event organisation (in particular, the fire protection regulations). The stand assemblies of the exhibitors in the outside area (tent, open area and the arcade yard (gaming tent, gaming area I and II) may not exceed a height of 250 cm. Higher stand assemblies are possible (arcade yard max. 4.20 m) but only upon presentation of the construction plans and written agreement with the organiser. Corresponding construction plans must be submitted to the trade fair management at the latest 2 months before the start of the trade fair. For a two-story stand construction design, a surcharge of 50% will be charged on the stand fee per sqm of roofed over space. Glass structures may only be placed at a distance of 50 cm from the stand boundary for safety reasons. Safety glass is not subject to this rule. If the stand is constructed by the organiser, it is prohibited to put in nails, drill holes into and paste over PVC-coated walls. Damages will be charged at the price as new. The times for assembly and disassembly according to the information guide for exhibitors, which will be sent out 1-2 weeks before the start of the event, must be strictly observed. If the rented space is not occupied at the time specified in the information guide or if no notice is sent, the organiser reserves the right to dispose over the

space otherwise as of that date and without further notice, whereas the entire stand fee including mandatory publications must be paid. The assembly work must be completed according to the times specified in the information guide. Exceeding the periods for assembly/disassembly is prohibited and no assembly/disassembly may be carried out by the exhibitor during the event times. In the case the assembly/disassembly times are exceeded, penalty payments will be demanded. If the disassembly period is exceeded, the organiser will be entitled to have the stand structures and their storage be cleared out at the cost and risk of the exhibitor. After disassembly, the original condition must be restored. The exhibitor is obligated to compensate the organiser for any damages caused by improper handling. In the ballroom, assembly hall, north-side buffet, city senate chamber and in the city hall's coat of arms hall (gaming room, gaming hall, back rooms), the exhibitors must comply with the organiser's prescribed concept. For special time, the assembly work in the ballroom (for example carpets,...) will be partially be conducted, in accordance to agreements with the City Hall officials and organizers, by a trade fair construction company contracted by the organiser. Any fittings, furniture, partitions, flat screens and similar that are provided by the exhibitor must not exceed a height of 150 cm or they must be approved by the organiser. There is the possibility of having 4m-high walls be built by the trade fair construction company as the rear wall of the stand to serve as advertising space. Exceptions such as uprights or similar equipment elements can be approved by the organiser if they fit into the organiser's concept. This, however, must be requested in writing by the exhibitor and approved by the organiser at least one month before the event. The exhibitor must compensate the organiser for any damages caused by improper handling. Forklifts may not be used in the ballroom, only trolleys with rubber wheels. No heavy-duty assembly work (e.g. sowing, welding, soldering,...) may be conducted in the interior rooms. No storage possibilities (cardboard boxes, etc.) are provided for the exhibitors at the stands. It is best to use trucks for storage. Strictly limited parking permits all around the city hall can be granted by stand size, to set up urgently needed storage units.

11. Technical stand equipment

Power and other technical connections are optionally available against payment of connection and usage fees. All electrical devices, systems and installations must meet the ÖVE [Standards of the Austrian Electrical Engineering Association] and the locally common regulations and requirements, as well as provisions of regulations regarding events. Electrical installations may be implemented only by licensed companies. Connection and testing work may be executed solely by the engaged trade fair electrician. A binding electrical confirmation that is required for the authority's inspection round can be booked through the organiser.

11a. Exhibition of machines

Exhibited machines must be provided with a CE-mark and meet the Austrian Machine Safety Ordinance – MSV (306) For machines, safety components or parts thereof that do not meet the MSV, a visible sign must point out this circumstance clearly.

12. Liability and damage compensation

The organiser does not accept any liability for the loss or damage of the exhibits and standard items of equipment brought to the site or left behind by the exhibitor. The organiser is not obligated to conclude any insurance policies. The organiser does not accept any liability for the vehicles parked by exhibitors, their employees or representatives on the premises or outdoor areas. The exhibitors on their part shall be liable for any personal injury and property damages that are caused by their employees, representatives or through their exhibits and exhibition furnishings. The organiser shall be held harmless. Each exhibitor is subject to a heightened duty of care for the safety of its goods during the assembly or disassembly period. Valuable and easily movable exhibits must be removed outside of the trade fair opening hours (in particular at night) and be retained by the exhibitor itself at its own risk.

The organiser does not accept receipt of certain shipments for the exhibitor and is not liable for any losses, incorrect or belated service. It is prohibited to stay in city hall, the tents or in the open areas overnight. The organiser is not liable for financial, health or any other damages of whatever nature, which relate to preparing, conducting or other losses of any kind incurred the exhibitor itself, its employees or third parties for any reason whatsoever. The organiser is not liable for lost profit either. This liability exclusion does not apply to damages that are caused through intent or gross negligence by the organiser or its employees with power of representation. It is at the discretion of the damaged party to prove that these conditions apply.

Any claims by the exhibitor shall be reported immediately in writing to the organiser or be deemed forfeit otherwise. No liability is accepted for faulty publications or entries in the official trade fair directory and/or other trade fair documents (misprints, form errors, incorrect classification, absent publication, etc.)

13. Trade fair insurance

The stand fee does not include insurance for the objects brought to the trade fair stand, the stand itself or any other items of the trade fair equipment. If an insurance policy is concluded with an insurance company, the terms agreed separately in writing on occasion of the conclusion of the insurance policy shall apply.

14. Advertising material from the organiser

The organiser will make advertising material available to the exhibitors on request and depending on availability, subject to the terms and conditions (prices) specified. The exhibitor will this way be able to inform its customers of the event and invite them to visit it (digital graphics).

15. Advertising material of the exhibitor at the event venue

Banners, company signs, advertising labels and other advertising material may neither be appended or distributed outside of the exhibition stand nor protrude into the aisle nor exceed the height of 250 cm (ballroom 150cm). Installation of advertising boards, posters and other advertising material or the distribution of advertising material outside of the stand is permitted only upon separate agreement with the organiser and against a separate charge. In case of unfair competition with other exhibitors, the organiser will be entitled to close down the stand immediately, whereas a reduction of the stand fee and of the other costs will be precluded in such a case.

16. Special event showcasing

All kinds of special events and showcasing at the stands or on the trade fair premises require the written agreement of the organiser. In spite of previously granted permission, the organiser is entitled to limit or prohibit kinds of showcasing that cause noise, dirt, dust, emissions and similar or that disrupt the orderly course of the trade fair in any other way. Acoustic or audio-visual demonstrations at the trade fair stand must be arranged in such a way that any noise effect does not exceed the limit of 60 dBA measured at the stand boundary. If a higher than permitted noise development is not stopped immediately at the request of the trade fair management, the trade fair management reserves taking suitable measures – if necessary, closing the stand.

Registrations with AKM must be filed by the respective exhibitors themselves and any charges must be borne by them.

17. Filming and photographing

The organiser is granted the right to take photographs and record videos on the premises and use such recordings for its own or general publications. In this context, the exhibitor waives any and all objections based on industrial property rights, in particular the copyright and legal regulations, the Act against

Unfair Competition (UWG). Outside of its own stand, the exhibitor is not permitted to itself produce or contract others to produce films, photographs, drawings or other images of exhibits and exhibited products.

18. Cleaning

The organiser shall ensure the cleaning of the premises and the aisles in city hall. The cleaning of the stands and exhibition areas is the responsibility of the exhibitors. Each exhibitor with a space of 50 sqm or more is obligated to provide one wastebasket per started 100 sqm for visitors at the stand. On order and at the cost of the exhibitor, the cleaning companies approved by the organiser will take on the cleaning of the stands, whereas no final cleaning is included therein. A final cleaning can be ordered by the exhibitor; otherwise, it will have to arrange for the final cleaning of the stand itself. All stands of exhibitors, which are not cleaned by the end of disassembly, will be cleaned by the organiser at the cost of the respective exhibitor for payment of a flat fee of EUR 10 per square metre of stand space. Packaging material and wastes thrown into the aisle or put aside by the exhibitor will likewise be removed at the cost of the exhibitor. Disposal of the entire waste will be initiated by the exhibitor itself. Waste containers in the city hall are available exclusively for the organiser and gastronomy and must not be used by exhibitors.

19. Transport and parking

Driving motor vehicles of any kind to the city hall and on the outdoor areas of the city hall is generally prohibited. Passage to the town hall is not allowed, except for vehicles used during the event (for example, food truck, truck exhibitor, ...). For the assembly and disassembly special times are fixed, where driveways are allowed at the town hall square. For special transports, timely written approval must be obtained from the organiser. The mobile phone number of the driver must be placed visibly behind the windshield of the vehicle. From the end of disassembly, all vehicles must be removed from entrances, driveways and fire department zones without exception. Any violation will result in an interference with possession and it will be at the organiser's discretion to have illegally parked vehicles be towed at the holder's cost. A loading zone in the side street of city hall will be provided during the assembly and disassembly period, but driving up to city hall will not be permitted. This is a loading zone, which only applies to the loading period and not to a parking space. The parking garage under the Town Hall Square is best suited for longer parking times.

20. Stand security

During the trade fair (including assembly and disassembly times), general security service will be provided for the hall (exterior surveillance of exhibition spaces, surveillance of the city hall entrances and periodical control walks by security personnel of the trade fair). The exhibitors have no legal right to a separate stand surveillance being provided. Stand security must be contracted separately and it will be invoiced additionally. Should the exhibitor have its stand be guarded by external security companies outside of the opening hours, the exhibitor shall inform the organiser in writing thereof.

21. Lien

Regarding all open receivables of the organiser from the exhibitor, the organiser holds a contractual and statutory lien to the objects brought to the fair stand by the exhibitor and to the fair stand itself including equipment. Initiation of a court procedure is not required for exercising the lien. In the case that this lien is exercised, the objects brought to the fair stand and the fair stand itself including equipment will be taken away from the trade fair space and be put into storage without prior announcement, and at the cost and risk of the exhibitor. The organiser is entitled to sell these objects at prices (conditions) in line with the market and offset the proceeds from unsettled receivables.

22. Violation of the trade fair terms, violations of the law

The trade fair terms, the relevant legal regulations and the city hall house rules must be strictly observed. In case of violations of the trade fair terms, the deposit will be retained and additional fees will apply for more requests. Fire protection rules and official regulations regarding event organisation must also be observed. Any failure to observe and/or violations against the trade fair terms, the city hall house rules, the contractual agreements and any violation of legal regulations shall entitle the organiser to close down the assigned trade fair stand immediately at the cost of the exhibitor and clear it out without requiring a court procedure. The organiser's and its representatives' directives and instructions must be followed by the exhibitor, its personnel and representatives in all cases.

23. Data privacy

CONSENT DECLARATION according to the DATA PROTECTION ACT: The exhibitor agrees to the use of the data specified by it on the registration form ("EXHIBITOR DATA") within the joint information association system operated by the wienXtra association and its partners, respectively for the purposes of PR and marketing for the events of these two enterprises. The EXHIBITOR DATA may also be transferred via the link www.game-city.at to retrievable media and partner companies of the organiser for purposes relating to the trade fair. Revocation is possible at all time and effects the impermissibility of the further use of the data. CONSENT DECLARATION according to the TELECOMMUNICATIONS ACT: The exhibitor agrees – subject to revocation at any time – to receiving information by email in the future from the wienXtra association and its partners about events of these companies.

The privacy policy applies, which can be found here:

http://www.miceandmen.at/wp-content/uploads/2018/05/MICEandMen_Privacy_Policy.pdf

24. Youth protection

Games rated PGR 18 or games without rating may only be displayed and presented in areas that are accessible exclusively to persons aged 18 or older. Entry control by the site personnel must be ensured by the exhibitor. Games rated PGR 16 must be positioned within the open stand arrangement so that the monitors can only be viewed by the active player or players and "watching" by younger fair visitors is ruled out. Here, too, the stand's personnel must ensure that solely persons aged 16 or older use the games. The corresponding (as large as possible) PGR sticker with the PGR age approval must be appended on all displays. When using orchestra boxes in the gaming room for PGR 16 and/or 18 titles, only the information signs prescribed by the organiser (advertising boards, etc.) may be used to point out the area. Any information signs of the exhibitor pointing out these areas must be approved by the organiser. The exhibitor has the sole responsibility for a presentation that complies with the Vienna regulations for the protection of youths. If a game has not received a PGR rating, the USK (Entertainment Software Self-Monitoring) may also be consulted as the rating basis for application in accordance with these trade fair terms regarding the protection of youths. No PGR or USK rating obligation applies to computer games that are classified as informative, instructive or for learning purposes, or which are labelled as informational, instruction or learning program and do not imperil young people in their development.

25. Written form, customary right, modifications

Additions and amendments require the written form. This also applies to any deviation from the requirement of the written form. Verbal side agreements are invalid. The exhibitor may not derive any rights of whatever kind from previous events or contracts.

26. General terms, place of jurisdiction and place of fulfilment

Exclusively Austrian law applies. The place of fulfilment and place of jurisdiction is Vienna for both parties. Invalidity of individual provisions of the trade fair terms shall not affect the validity of the remaining provisions. The contract will not be cancelled for this reason. Further parts of the trade fair terms are: the registration/order form, entry into the exhibitor directory, House rules of the town hall, privacy policy.

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