



[www.viennacoffeefestival.cc](http://www.viennacoffeefestival.cc)

# TERMS AND CONDITIONS

2023

## 1 Contract

The contract between the contractual partner (hereinafter referred to as "exhibitor") and the organizer regarding the exhibitor's participation in the festival is concluded when the organizer's offer signed by the exhibitor is sent back (by post, fax or scanned by email). Any reservations, deletions, additions and amendments to the organizer's offer or these Exhibition Terms and Conditions shall be invalid. Deviating regulations or terms and conditions of the exhibitor only apply in the event of the express written consent of the organizer. By signing the organizer's offer, the exhibitor fully accepts these festival conditions.

Apart from the space rental, these festival conditions also apply to all ancillary services or additional orders, such as advertising services, exhibitor insurance, stand construction services, rental of equipment, provision of electricity, water and other facilities. In connection with a space rental, the exhibitor can place additional written orders via an authorized representative, whereby the conclusion of a contract by email is sufficient. The organizer reserves the right to change the start and duration of the festival or to postpone the event to another date while maintaining the contractual relationship, without the exhibitor being able to assert claims of any kind against the organizer (e.g. withdrawal, compensation) can derive.

The organizer reserves the right to transfer the execution of the event to a third party (licensee). By signing the organizer's offer, the exhibitor gives his consent to any future assumption of contract without the need for any further declaration by the exhibitor, so that the exhibitor, in the event that the execution of the event is transferred to a third party (licensee), from whom the exhibitor is entitled is able to assert all rights and claims exclusively against the third party (licensee).

## 2 Fee/Payment

Once the offer signed by the exhibitor has been received by the organizer, the exhibitor is obliged to take part in the festival. The prices stated in the organizer's offer apply for the services mentioned or the duration of the event. Each started square meter of the stand area will be charged in full. All stated prices are net prices. In addition, the exhibitor is obliged to pay all applicable taxes, fees and charges, in particular sales tax, advertising tax and legal transaction fees.

## 3 Admission and place allocation

The organizer is not obliged to send the exhibitor an offer. The sending of an offer including the allocation of space is at the sole discretion of the organizer. Sales representatives and importers can exhibit for the companies they represent. Only the products listed on the registration form may be exhibited, advertised and sold at the festival. The exhibitor is obliged to exhibit his products without restrictions for the entire duration of the trade fair. Premature closure or dismantling of the stand is not permitted. In the event of a breach of these obligations, the organizer may terminate the contract without notice and assert claims for damages against the exhibitor. No legal claim to admission to another festival can be derived from the submission of an offer to participate in the festival. The

organizer is entitled, at its sole discretion and without the consent of the exhibitor, to subsequently allocate a stand area in a different location, to alter the size of the stand area by up to 10%, to relocate or close entrances and exits to the festival site or to make other structural changes. If the size of the stand area is changed, the agreed fee will be adjusted to the changed area. Further claims of the exhibitor, in particular claims for damages against the organizer, are excluded. The exhibitor is obliged to fully transfer the present festival conditions, their integrating contractual components as well as further conditions mentioned in the offer to his employees, representatives, co-exhibitors and third trade fair participants and to ensure their compliance and is liable for the compliance with the mentioned provisions as for his own fault.

## **4** Withdrawal of the application for registration

If the exhibitor cancels or withdraws his application, the following cancellation charges shall apply: Up to eight weeks before the start of the festival - 40 % of the stand rent. Less than eight weeks before the start of the festival – 100 % of the stand rent. In both cases all taxes, contributions, fees and extra costs will also have to be paid. The cancellation charge is agreed as flat rate for damages, independent of any attachment of blame or duty to pay, and the exhibitor waives any right to a reduction of the claim for damages, in particular to judicial arbitration, for whatever reasons including those under the heading of the balancing of advantages. The exhibitor accepts that the cancellation fees also have to be paid in the eventuality that the organizer manages to let or sell the festival stand to a third party. The enforcement of damages which exceed the agreed cancellation fee shall remain unaffected.

## **5** Invoicing and terms of payment

After the return of the signed offer, the exhibitor will receive a down payment invoice of 60% of the offer, 4 weeks before the start of the festival 40% of the offer, to be paid in full within 7 days without any deductions. Invoices issued after this date are due immediately. The exhibitor is obliged to pay all costs for ancillary services and additional orders when the invoice is issued. In any case, an invoice may specify different terms and dates of payment, which shall be binding on the exhibitor. Timely payment of the invoice is a prerequisite for handing over the allocated stand space. If the invoice amount has not been received by the organiser by the due date, the organiser shall be entitled, without setting a further deadline, to allocate the assigned stand to a third party and to charge cancellation fees to the exhibitor in accordance with point 4 of these festival conditions.

Objections to the invoice must be made within 5 days of receipt. After this time, the invoice is considered approved. Complaints received after this time are invalid. In the event of default in payment, 12% interest p.a. shall be charged from the due date as well as a flat-rate reminder fee of EUR 35. In addition, the exhibitor shall be obliged to reimburse the organiser for any reminder and collection costs incurred. This does not affect the costs of legal action and execution stipulated by the courts. Should the invoice be issued to another invoice recipient, the exhibitor shall ensure the latter's timely payment and shall be obliged to pay the fee immediately in the event of default in payment by the other invoice recipient. The exhibitor is not entitled to withhold payment of due invoices due to counterclaims - of any kind whatsoever - to refuse payment or to offset against them.

## **6** Fees, charges and taxes

All fees, charges and taxes, in particular VAT and tax on advertising shall be borne by the exhibitor. All prices specified are net prices, except taxes, surcharges and fees.

## **7** Marketing and service fee

The exhibitor is obliged to pay the marketing and service fee. Depending on the size of the stand area, the marketing and service fee includes a contingent of exhibitor wristbands as well as targeted PR and marketing activities (flyers, posters, website, social media) and an entry in the festival magazine.

## **8** Withdrawal from the contract by the organizer

In particular, the organizer is entitled to withdraw from the contract with immediate effect if: a) the exhibitor does not meet his payment obligations on time; b) insolvency proceedings against the exhibitor have taken place or are imminent or their solvency has been significantly impaired; c) there are outstanding claims from previous festivals; d) the exhibitor's exhibits do not or no longer correspond to the festival theme, violate legal regulations or infringe commercial property rights. In these cases, point 4 applies accordingly. It is sufficient that one of the points as above is present.

## **9** Co-exhibitors

Co-exhibitors are third parties who, together with the contracting exhibitor, use their stand space for their own business activities on the basis of these trade fair conditions. The exhibitor is obliged to announce co-exhibitors by entering them in the pre-registration form. The co-exhibitor fee and the marketing and service fee must be paid for each co-exhibitor. In addition, the complete or partial rental or transfer of stand space to third parties requires the prior written consent of the organizer and is carried out exclusively on the basis of these trade fair conditions.

## **10** Force majeure, important reasons

If the event cannot be held for reasons of force majeure, such as strikes, political events, epidemics, natural disasters, fire, official decrees, delayed or missing official approvals, changes in the law, terrorism, restrictions on the energy supply or other important reasons that are beyond the organizer's control and make it unreasonable or impossible to hold the event, or if the event must be postponed while maintaining the contractual relationship, the organizer shall notify the exhibitor of this immediately.

The organizer is also entitled to cancel the event or to postpone it while maintaining the contractual relationship if the conditions for holding the event change due to the spread of the SARS-CoV-2 virus or a comparable infectious disease or due to official orders or requirements in this regard deteriorate. This also applies if there is no case of force majeure in the individual case.

The organizer is also entitled to cancel the event for economic reasons or to postpone it while maintaining the contractual relationship and shall inform the exhibitor of this two months before the date of the event if possible.

In the event of the postponement of an event by the organizer within the meaning of this point, the exhibitor shall not be entitled to any claims whatsoever, in particular no claims for damages or rights of withdrawal, and the exhibitor shall not be obliged to pay cancellation fees to the organizer in accordance with point 4.

In the event of cancellation of an event by the organizer within the meaning of this point, the exhibitor shall not be obliged to pay the fee to the organizer in accordance with point 2, or any fee already paid shall be refunded by the organizer, the exhibitor shall not be entitled to any further claims whatsoever, in particular no claims for damages, and the exhibitor shall not be obliged to pay cancellation fees to the organizer in accordance with point 4.

## **11** Sales regulation

The exhibitor is permitted, in compliance with the relevant legal provisions, to sell via a cash register system provided by the organizer and to hand over the goods to the buyer immediately. After the end of the festival, the sales revenue will be paid out to the exhibitors less an agreed fee. The exhibitor hereby undertakes not to carry out the sale in a blatant manner. In the event of non-compliance, the organizer is entitled to close the stand after a short-term prior request to stop direct sales and direct delivery.

## **12 Construction, dismantling and design of the stands**

Unless otherwise agreed, the stand area will be made available to the exhibitor without stand partition walls and without facilities. Should columns, girders, fire protection equipment, etc. are located on the stand area, this does not give the exhibitor any right to a reduction in the fee. The exhibitor is obliged to obtain information from the organizer about the structural conditions of his stand area in good time before planning stand construction. The exhibitor must design his festival stand in such a way that the stand boundaries are not exceeded and neighboring stand areas are not impaired by exhibits, advertising space, etc. Exhibitors who do not set up a festival stand or have it set up on the stand area allocated to them are obliged to use suitable partition walls to separate the stand area from all sides that do not border on a visitor aisle.

The exhibitor's stand structures must not exceed a height of 250 cm. Higher stand constructions are only permitted upon submission of construction plans (all views, floor plan) and the written consent of the organizer, whereby it must be noted that a neighboring zone of 2 meters must be observed or a written declaration of consent from the stand neighbors must be provided. Construction plans must be submitted to the organizer at least 2 months before the start of the festival.

In the case of two-storey stand construction, a surcharge of 30 % will be added to the space fee per square metre of built-over area. Prior to the construction of multi-storey stands, the written consent of the neighbouring exhibitors (with the exception of island stands) as well as an expert opinion from a civil engineer regarding the proper and professional construction must also be obtained. For safety reasons, glass structures (except safety glass) may only be placed at a minimum distance of 50 cm from the stand boundary.

All walls that border on visitor aisles (especially in the case of island stands) may only be built up to a third of the entire area and are to be designed in an appropriately relaxed manner. The exhibition space rented by the exhibitor is made available without partition walls and is delimited by floor markings. The set-up and dismantling times must be strictly adhered to by the exhibitor. Exceeding these times is only permitted with the written consent of the organizer and against payment of the fees incurred for the extension of these times. If these times are exceeded without approval, the exhibitor is obliged to pay the additional fees as a minimum compensation, whereby the organizer reserves the right to assert claims for damages that go beyond this.

Stand construction must begin at least one day before the start of the festival by 12 noon. If the rented area is not occupied by this time or if the exhibitor does not notify you, the organizer is entitled to assign the allocated stand area to a third party without further notification or to charge the exhibitor cancellation fees. The construction work must be completed by 6 p.m. on the last day of construction at the latest. In the event that the set-up / dismantling time is exceeded, claims for damages of any kind against the organizer are excluded. If the dismantling time is exceeded, the organizer is entitled to have the stand structures and objects cleared and stored at the expense and risk of the exhibitor. After dismantling, the exhibitor must restore the original condition. The exhibitor must compensate the organizer for damage caused by improper handling of the stand areas, structures and facilities. During the set-up and dismantling periods, every exhibitor has an increased duty of care to ensure the safety of their goods. Valuable and easily movable exhibits are to be removed from the exhibition stand outside of festival opening times (particularly at night) and kept by the exhibitor at their own risk.

## **13 Technical stand equipment**

Electricity, water and other technical connections may be provided to the exhibitor against payment of connection and usage fees. Installations on utilities may only be carried out by partner companies of the organizer. All equipment, systems and installations of the exhibitor must comply with the relevant standards and the regulations and requirements under event law.

## **14 Exhibition of machines**

Exhibited machinery must bear a CE mark and comply with the Machinery Safety Ordinance -

MSV (306). In the case of machines, safety components or parts thereof that do not comply with the MSV, this must be clearly indicated by a visible sign. If necessary, the exhibitor must provide a suitable first extinguishing aid for the exhibits.

## **15 Liability and Indemnity**

The exhibitor shall be liable for damage caused to persons or property by him, his employees, agents or by his exhibition objects and equipment and shall be obliged to indemnify and hold the organiser harmless in respect of claims by third parties in this regard. The organiser accepts no liability whatsoever for theft, loss or damage to the exhibitor's exhibits, equipment and vehicles. The organiser is not obliged to take out any insurance. The organiser shall not be liable for incorrect entries or entries on the website and/or printed list of exhibitors (festival guide) and other festival printed matter (printing errors, formal errors, incorrect classification, non-inclusion, etc.).

Apart from personal injury, the liability of the organizer for damage to the exhibitor, of whatever kind and on whatever legal basis, which the exhibitor, his employees or third parties suffer in connection with the preparation, implementation or handling of an event, is limited to damage in which the exhibitor proves that the organizer or his vicarious agents caused them intentionally or through gross negligence. Liability on the part of the organizer for indirect damage, consequential damage, pure financial loss or loss of profit is generally excluded.

The liability of the organiser for damages to the exhibitor - on whatever legal basis - is generally limited to a maximum total amount equal to the contractual fee. The exhibitor shall be obliged to notify the organiser in writing of any claims immediately, but at the latest within 7 days of becoming aware of them, otherwise they shall be deemed to have been forfeited. Claims for damages by the exhibitor must be asserted in court within 6 months of the event causing the damage at the latest. Further warranty and liability claims of the exhibitor not mentioned here, for whatever legal reason, are - insofar as legally permissible - excluded.

## **16 Festival insurance**

The space rental fee does not include insurance for objects and equipment of the exhibitor or the exhibition stand. If the exhibitor takes out a corresponding insurance policy with the organiser or an insurance company, the conditions agreed in writing on the occasion of the conclusion of the insurance policy shall apply.

## **17 Advertisement by the exhibitor at the festival**

Printed matter and advertising material may only be distributed within the allocated stand areas. Advertising measures for companies other than those of the exhibitor require the written consent of the organiser. Advertising and marketing activities outside the stand area, in particular in the car parks, as well as the carrying out of surveys, are only permitted to the exhibitor by separate agreement and for a separate fee. In the event of violations of competition law, the organiser is entitled to close the exhibitor's stand, whereby all claims by the exhibitor in this regard are excluded.

## **18 Special events – presentations and demonstrations**

All types of special events and demonstrations that go beyond the usual presentation of the goods require the written consent of the organizer. All special events and presentations of any kind at the stands or on the festival site shall require the organizer's written consent. Despite having already granted consent, the organizer shall be entitled to restrict or forbid presentations that cause noise, dirt, dust, exhaust fumes and the like, or impair the ordinary progress of the festival in any other disturbing manner. Acoustic or audio-visual presentations at the festival stand shall be arranged in such a way that the noise level does not exceed 40 dBA as measured at the edge of the stand. If the volume is not brought within the permitted limit, immediately upon order from the organizer, the management reserves the right to take

appropriate measures – if necessary, through closure of the stand. The exhibiting company in question shall itself be responsible for registrations with the AKM (Austrian performance royalties society). The exhibitor is not permitted to conduct gambling or games of chance in which a stake must be paid.

## **19** Filming and photography

The organizer shall be granted the right to photograph and film within the festival site and to use such material for his own or for general publications. In this regard, the exhibitor waives all rights to object arising under laws relating to the legal protection of commercial property, in particular copyright law and the right of complaint to the Office of Fair Trading (UWG). The central regulation which is to be observed for the image recording and publication of personal images is § 78 Copyright Law (UrhG). A publication or dissemination of the recorded images in public is only allowed, however, if unauthorized interests of the person or the festival depicted are thereby infringed.

## **20** Cleaning

The organizer is responsible for cleaning the site and the aisles in the halls. The exhibitor is responsible for cleaning the stand area and disposing of waste in the containers provided. The disposal of hazardous waste must be arranged by the exhibitor himself. At the request and expense of the exhibitor, cleaning partners approved by the organizer can clean the stand.

## **21** Transport and parking

Driving on the festival grounds in the Ottakringer brewery with motor vehicles of whatever kind is generally only permitted with registration and approval of the organizer. In the case of special transports, the organiser's written consent shall be obtained in good time. At the end of erection time, all vehicles shall without exception be removed from the grounds of the Marx Hall. Any failure to comply with the above shall be treated as trespass, and the Marx Hall shall be at liberty to have unlawfully parked vehicles removed at the vehicle owner's expense.

The organizer does not accept consignments intended for the exhibitor and is not liable for any loss or for incorrect or late delivery. If necessary, the organizer will store exhibits and packaging at the expense and risk of the exhibitor.

## **22** Infringement of the festival conditions, infringement of law

The festival conditions and the relevant legal regulations shall be strictly complied with. The same shall apply to all fire prevention regulations and regulations imposed by the public authorities responsible for events. The infringement of and/or failure to comply with these festival conditions, the contractual agreements and the infringement of legal regulations, shall entitle the organizer to close and clear the allocated festival booth at the exhibitor's expense without judicial process. Instructions and orders issued by the organizer or his agents shall be complied with by the exhibitor, his staff and agents without exception. This applies in particular to the parking spaces assigned to the grounds of the Marx Halle.

## **23** Data protection

The processing of personal data by the organizer takes place in accordance with the applicable data protection rules and regulations. For details on the processing of your data, in particular for the specific processing purposes and legal basis, please refer to the data privacy policy for exhibitors, which are available at [www.viennacoffeefestival.cc/datenschutz](http://www.viennacoffeefestival.cc/datenschutz). If the exhibitor notifies the organizer of personal data of third parties (in particular data of

representatives, contact persons, agents or other employees of his company) within the scope of the registration or in the course of the contract, he is obliged to inform the persons concerned without any delay and to provide them with the data privacy policy of the organizer. The exhibitor is liable for any disadvantages incurred by the organizer in breach of this obligation.

## **24** Consent to data processing and to receive email newsletters and surveys according to section 107 TKG (Telecommunications law)

You expressly consent to Gastrowerkstatt GmbH sending you emails from time to time containing information, advertising and surveys on our own offers, events and services, as well as information about other companies' products or services related to the Vienna Coffee Festival or similar events ("email newsletter") or contacting you by phone to conduct surveys on our own events and services. This consent can be revoked at any time by email to [welcome@viennacoffeefestival.cc](mailto:welcome@viennacoffeefestival.cc)

## **25** Written and verbal agreements, customary practice

Amendments, additions and supplements to this agreement shall not be valid unless in writing. Such shall also apply to any waiver of the written form. Spoken agreements shall not be considered valid. The exhibitor shall not derive any rights of whatever kind from previous events or agreements.

## **26** General provisions, court and place of jurisdiction

Austrian law shall apply exclusively. The court and place of jurisdiction shall be Vienna for both parties. The invalidity of any individual festival conditions shall not affect the validity of the remaining provisions and shall not lead to the dissolution of this agreement. Following documents are an integral part of these Festival Terms and Conditions: the Registration Form, the Exhibitor Conditions, the Safety Regulations, the Assembly Conditions, and, if applicable, booking forms for seminars and lectures.