

## CONDITIONS FOR ADMISSION

### I. ESSENTIAL BASICS

#### 1. Goals

- a) viennacontemporary is an art fair for trading, mediating and discussing internationally recognized and emerging contemporary art of the 20th and 21st centuries. The event provides a commercial communication platform for leading-edge, trans regionally active art galleries and cultural institutions of international reputation. viennacontemporary pays great attention to high quality standards in the presentations of the work of galleries and to the clarity of the event structure as a whole, in keeping with the respective thematic frameworks set for the various sections of the fair. In cooperation with the viennacontemporary admission committee and the viennacontemporary directors, VC Artevents GmbH (henceforth "VC") invites galleries, collectors, institutions and individuals active in the fields of visual arts and culture to widen the professional and cultural scope of the event. The viennacontemporary admission committee decides which galleries and institutions are admitted and what they may exhibit.
- b) viennacontemporary offers
- a focused overview of international galleries for contemporary art.
  - a trans regional market and meeting place for galleries, collectors, curators, institutional decision-makers as well as theoreticians and the general public interested in contemporary art. One of its main aims is to provide private and institutional collectors with a vivid and unique marketplace and up-to-date information about the latest tendencies in visual art.
  - a unique forum for galleries and art professionals from established and emerging markets, which reflects the changing topography of the global art world and focuses on Vienna's historic position as a Central European hub between Western and Eastern cultures.
  - its engagement in the establishment of a European center for contemporary art in Vienna.

#### 2. Organizers

VC is responsible for the realization of the fair. VC works together with artistic and commercial directors. The viennacontemporary artistic director is responsible for the artistic program, design, and concept of viennacontemporary and cooperates with the viennacontemporary admission committee and the viennacontemporary commercial director.

### II. APPLICATION TO PARTICIPATE

#### 1. Application Form

Applicants who want to participate in viennacontemporary must send a fully completed official application form to VC. Applications received after March 19, 2018 will not be considered. Provision or distribution of application forms by VC does not constitute a right to admission to viennacontemporary and shall not be considered a basis for any claim.

#### 2. Admission Categories 2018

- a) Galleries  
Main section for galleries presenting contemporary art. This category offers galleries the possibility to apply together with a second gallery for a shared booth (minimum size: 35m<sup>2</sup>). One of the galleries must be located outside of Austria.
- b) ZONE1  
Section for the solo presentation of one young Austrian artist/artist group. The age restriction is 40 years. The number of presentations in ZONE1 is limited to 10. Participants are selected by an Austrian curator.
- c) Explorations  
Section for curated booth presentations of one to a

maximum of three artists or an artist group. The gallery has to include the concept in the application. The number of presentations is limited to 20. This category offers galleries the possibility to apply together with a second gallery for a shared booth (minimum size: 35m<sup>2</sup>). One of the galleries must be located outside of Austria. Participants are selected by a curator appointed by viennacontemporary.

#### d) Base

Open to Established, Young, Reflections and Institution applicants within the respective rules for each category. Applications in this category must include a sketch of the planned stand. For the application to be accepted, approval of the stand plan by viennacontemporary is also obligatory.

#### e) Editions

Open to galleries, institutions and publishing houses that produce series and multiples of contemporary artwork. Unique objects and photographs in this category will only be accepted for the purpose of complementing the works on display and may not constitute more than 20% of the items exhibited. Applicants do not have to run an own, publicly accessible location and exhibition program as listed in Admission Requirements II.3.c.

#### f) Institution

A non-commercial section for the presentation of Austrian and international museums, institutions and collections which are active within contemporary art and culture. For the application to be accepted, approval of the stand concept by viennacontemporary is also obligatory. Institutions do not have to fulfill all the points listed in Admission Requirements II.3.c.

#### 3. Admission Requirements

- a) viennacontemporary is only open to applicants who represent contemporary art produced in the 20th and 21st century, and whose agendas (including the submitted program) comply with the stated quality standards.
- b) Galleries and institutions will only be admitted if the submitted program corresponds with the goals and concept of viennacontemporary (point I.1.).
- c) The following are necessary and valid requirements for all applicants, outside of the exception mentioned in point II.2.:
- Evidence of continuous activity as a gallery
    - for at least the last two years
    - in an own location
    - with regular opening hours
    - public access to the gallery during the opening hours
    - with at least four exhibitions annually in the gallery space
  - The applicants must be involved in gallery activities on a full-time basis
  - Fulfillment of the admission and selection criteria must be supported with
    - the gallery program of the last two years
    - a list of the artists/artist groups represented by the gallery
    - a short description of the work of the artists/artist groups the gallery proposes for viennacontemporary
    - a minimum of five and a maximum of ten digital images of recent work by the proposed artists/artist groups (preferably as JPGs, at least 800 pixels wide and 72 dpi, or digital video in an international standard format)
    - a maximum of two printed exhibition catalogs per proposed artists/artist groups in the event digital

## CONDITIONS FOR ADMISSION

- documentation (preferably PDF) is not available
- an up-to-date biography of the artists/artist groups with relevant exhibition information

All application material must be submitted online at <http://www.viennacontemporary.at>. In the event online uploading should not be possible, please send the material (stored preferably on a standard format DVD marked with the full gallery name) to the address indicated on the application form. Applications per email will not be accepted and are void.

Applicants must confirm that the 200,00 euro application fee (plus 20% VAT and 1% legal fee) has been paid to the VC account with proof of transfer accompanying the application forms. The application fee is non-refundable even upon rejection of an application. Upon acceptance, the application fee is accredited to the applicant. Only fully completed applications will be considered. Application documents will not be returned.

- d) Applicants who register for a joint stand with no more than one other gallery must meet all of the admission requirements individually. No reference can be made to the documents submitted by their partner gallery. Applications for a joint stand are treated separately for the purposes of the approval process. Each application can be approved or rejected separately. The minimum size of a joint stand is 35m<sup>2</sup>. At least one of the galleries must have its head office outside of Austria.
- e) Pursuant to point II.1. the application constitutes a legally binding and irrevocable offer on the part of the applicant. Applications with reservations are invalid. Deletions, supplements, and amendments in the application form and in the application and fair terms and conditions are not effective. Failure to complete individual sections of the application form can never be interpreted to VC's disadvantage. Upon submission of the application, the applicant accepts the application and fair terms and conditions in their entirety. The application and the fair terms and conditions are also accordingly applicable for ancillary services and additional contracts such as advertisements and promotional material in the catalog/magazine, the assembly and dismantling of the fair stand, rental of fair equipment and furnishings, special agreements for an electronic fair guide, or the provision of electricity, water, telecommunication, and other such services.

### III. ADMISSION AND SELECTION PROCESS

#### 1. Admission Committee

- a) The viennacontemporary admission committee decides upon the admission of applicants to viennacontemporary on the basis of the stated goals. The membership of the committee rotates in regular intervals. Decisions made by the admission committee are binding, both for VC and the applicant.
- b) Responsibility for the admission committee is shared between the viennacontemporary directors.
- c) A simple majority of votes cast is needed to pass a decision. Should the votes cast be even, the application is rejected.

#### 2. Admission Decisions

- a) The viennacontemporary admission committee makes decisions on the basis of the documents listed under point II.3. submitted before the deadline stipulated in point II.1. Reference by applicants to documents submitted for an earlier viennacontemporary is not accepted. Documents or information submitted after the deadline can no longer be considered.
- b) Applicants who don't fulfill all admission requirements given in point II.2. and point II.3. may be admitted as an

exception if the viennacontemporary admission committee unanimously votes for the applicant and states in its reasoning that

- the gallery program supports the focal points of the fair concept
- participation would constitute a significant benefit for the show

- c) The entire application will be judged as a whole. The admission committee is not obliged to make changes to any parts of a submitted program that may be ineligible. However, it is permitted to authorize admission within certain restrictions and to set certain conditions should individual parts of the submitted program not conform to admission requirements. Moreover, the committee is authorized to limit the number of artists in order to ensure that the presentation of the entire event is clearly arranged and that the highest level of quality is maintained.
- d) Admission may also be refused especially if the applicant
- did not adequately deal with complaints about goods sold at the show
  - displayed or sold fake, questionable or faulty goods, or goods not described and declared in their entirety
  - failed to pay the fees or stand rent
  - acted against the goals of VC
  - made a proposal for viennacontemporary that is fundamentally different from the rest of the gallery's exhibition activities, or
  - did not comply with the quality requirements of the viennacontemporary admission committee regarding the design and appearance of the presentation or the standard of the exhibits.
- e) VC will promptly inform the applicant about the decision of the viennacontemporary admission committee by fax or email via the contact information provided in the application. The successful applicant will receive confirmation of participation based on the application requirements.

#### 3. Statement of Reasons for Decision

- a) Unsuccessful applicants have the right to make a written demand for the admission committee's reasons for decision within one week following the date VC posts the negative results.
- b) Decisions of the admission committee that involve the prerogative of the jury in relation to the intended event goals and admission requirements are not accessible for detailed analysis. Only in the event that a rejection can be proven to be or is obviously based upon irrelevant, incorrect or arbitrary considerations is there a renewed claim for the examination of the application and decision.
- c) The right to a renewed examination of the rejected application must be requested within two weeks of the posting of the negative decision by VC and, in the case VC was promptly requested to provide the reasons for decision, within one week following the date VC posts the reasons for decision. All claims must be justified.
- d) Applications in reference to a) and c) shall be sent to VC in written/printed form only. It is essential for applications to arrive at VC on time. Belated applications will be rejected.
- e) The admission committee bases its decisions on the submitted applications. New information and documents will not be considered. If the admission committee upholds its decision, the applicant will receive written confirmation without statement of reasons. This decision is then final.

#### 4. Legal Disclaimer

- a) If an application is rejected, neither VC, the admission committee nor the viennacontemporary directors are

## CONDITIONS FOR ADMISSION

liable for the costs incurred by an applicant.

- b) Applicant claims for compensation raised against VC, the admission committee or the viennacontemporary directors, in connection with the rejection of an application to exhibit, shall not be considered unless gross negligence or willful misconduct can be proven. Likewise, liability claims for associated indirect loss or damages shall not be entertained.

### IV. FAIR TERMS AND CONDITIONS

#### 1. Stand Rental

Upon receipt of the applicant's (online) submission by VC, the applicant is obligated to participate in the fair, subject to admission granted by the admission committee. The respective rental rates quoted on the application form are applicable for the duration of the event. Each square meter or portion thereof shall be charged in full. All rental rates shall be understood to exclude value-added tax and other taxes and fees. A separate registration fee may be stipulated. VC reserves the right to change the commencement and duration of the fair without any claim in connection therewith arising on the part of the applicant against VC (e.g. cancellation, damages).

#### 2. Space Assignment

The decision regarding the concrete space assignment shall be made exclusively by VC. Spaces are assigned via a written confirmation by VC. VC may request an inventory of goods from each and every applicant (referred to as "exhibitor" in the following). Products other than those listed in the inventory of goods are not allowed to be exhibited. Used goods of any kind are not allowed to be exhibited at the fair. The exhibitor is obligated to exhibit the registered products for the entire duration of the fair and without limitation. Early closing and/or dismantling of the fair stand is not permitted. Any infringement of these obligations shall entail claims for damages. The exhibitor shall refrain from exhibiting any form of political propaganda. No legal entitlement to admission at any additional fair shall arise from the exhibitor's admission to the fair. Notwithstanding the previous written confirmation of space assignment, VC shall be authorized in the interest of the event (the fair) to assign a space in another location, to make modifications to the size of the stand space, to relocate or close entrances and exits to the fairgrounds and the halls, or to undertake other structural changes. In this regard, if the rental rate is reduced, then the difference shall either be credited or refunded to the exhibitor at VC's discretion. Any additional claims, in particular compensation claims against VC, shall be excluded. If for any reason VC cannot make available a stand which has already been assigned, the exhibitor is only entitled to a refund of the rent actually paid.

Even only a partial assignment of space requires the express written consent of VC and is only permitted in return for payment of a co-exhibitor's fee.

#### 3. Withdrawal of Registration

In the event of cancellation (withdrawal) of the registration, the exhibitor shall pay VC the following cancellation fees:

Up to 8 weeks before the beginning of the fair, 50% of the agreed stand rental fee; within 8 weeks or less before the beginning of the fair, 100% of the agreed rent; in each case plus any taxes, fees, or other additional costs and any costs which have already arisen for technical and other services ordered.

The cancellation fee is to be paid as lump-sum compensation, regardless of any fault, in which case the exhibitor waives a reduction of compensation, in particular

to a right of reduction by the court for whatever reason, including a claim to favorable settlement.

The exhibitor acknowledges that the cancellation fee shall also be payable in the event that VC sells or leases the fair stand to a third party. In such case the assertion of any claim for damages that extend beyond the cancellation fee shall remain unaffected. The due date of the cancellation fee, plus any additional payments, shall be as stated on the cancellation invoice.

#### 4. Issuance of Invoices and Payment Terms

After the time of permit (acceptance of the registration), the exhibitor shall receive an invoice, which shall be paid with sufficient time for the invoice amount to be credited to the account in full at latest by 8 weeks before the beginning of the event. Any invoices issued after this date shall be immediately payable. The exhibitor shall be obligated to pay all costs for additional services listed as examples in point II.3., which are due upon presentation of the invoices, whereby VC shall also be entitled to require advance payments for these services. In any case, an invoice may state different payment terms and dates that are binding to the exhibitor. The punctual payment of the invoices and the registration fee stipulated in point IV.6., as well as the settlement of any amounts still owing from earlier events, shall be a prerequisite for the handing over of the stand assigned. Any objections regarding the invoice must be made within 8 days after receipt. Thereafter the invoice shall be considered approved, and any complaints received shall be invalid. In the event of a delay in payment, 12% interest per annum shall be agreed, calculated from the due date, in addition to 20 euro for each letter of reminder. The exhibitor shall be obligated to reimburse VC for any costs in connection with collection and/or recovery; in such case, the maximum rates therefore shall be agreed pursuant to Regulation BGBl No. 141/1996 in the version of BGBl. II No. 103/2005 or the regulation replacing it, regardless of whether collection proceedings are being carried out by the exhibitor itself or by a third party. The costs of the legal action and execution determined and to be determined by the courts shall remain unaffected by this. The expenses for collection and recovery charged to VC by third parties shall in any case be borne by the exhibitor.

The exhibitor shall not be entitled to retain the payment of any invoiced amounts due against any counterclaims of any kind, to refuse payment, or to charge such payment against counterclaims. The exhibitor waives the assertion of claims out of short-falling exceeding 50% pursuant to Par 934 Austrian Civil Code. VC has no obligation to accept bills of exchange.

#### 5. Taxes, Fees, and Charges

All taxes, fees, and charges, and in particular value-added tax and advertising charges, shall be borne by the exhibitor. All prices given are net.

#### 6. Registration Fee

The exhibitor is obligated to pay the registration fee to the amount of 1100 euro (plus 20% VAT and 1% legal fee). These include: a standard entry in the online listing (including an active link), copyright fees, exhibitor promotional material, including the shipment of 15 VIP packages, 15 Preview/Vernissage invitations and 15 entrance tickets, set-up and dismantling passes, exhibitor passes (the amount depends on the booth size; 2 passes for a booth of up to 25 m<sup>2</sup>, 1 pass per additional 25 m<sup>2</sup>) and 1 parking ticket.

#### 7. Rescission of the Agreement

VC shall be entitled to rescind the agreement without prior notice and with immediate effect in the event that:

## CONDITIONS FOR ADMISSION

- a) the exhibitor does not meet its payment obligation on a timely basis, or
- b) in the meantime, bankruptcy proceedings, out-of-court settlement proceedings, or winding-up proceedings take place or are pending against the exhibitor, or
- c) outstanding claims still exist from previous fairs, or
- d) the exhibits are not or are no longer in keeping with the theme of the fair.

In these cases, a penalty fee shall be payable by the exhibitor to VC in the amount of the cancellation fee set forth in Point IV.3. The penalty fee shall be paid independent of any fault; the exhibitor waives any reduction in the claim for damages, particularly to judicial restraint on any grounds whatsoever. In the event of VC's rescission of the agreement, it shall be within VC's discretion to make the assigned stand available without further notice.

### 8. Force Majeure; Material Cause

If the event cannot be carried on due to force majeure, strikes, political events or other material cause which has not been brought about either intentionally or negligently by VC (including the termination of any agreement between VC and HEY-U Communications & Production GmbH related to viennacontemporary for any reason), claims for compensation of any kind against VC shall be excluded. VC shall notify the exhibitor without delay in the event that the fair cannot take place.

### 9. Sale Regulations

The fair in question is a fair open to the public. At fairs open to the public, the exhibitor shall be permitted to sell goods directly and to effect delivery to the buyer immediately, in compliance with the applicable provisions of law. The exhibitor shall be obligated to not conduct the sale in a loud, conspicuous fashion.

Restaurant and catering services will be operated exclusively by VC or a business partner of VC. Exceptions thereto require the express written consent of VC. In the event of infringement, VC is authorized to close down the stand, upon making a prior request on short notice, or to stop the direct-sale (direct supply) and/or operation of the catering services.

### 10. Exhibitor Identification

Each exhibitor shall at no cost receive exhibitor identification passes for itself and its personnel at the stand, according to the stand size as defined by VC. Additional exhibitor identification passes may be purchased for a fee.

### 11. Stand Assembly, Dismantling, and Presentation

The fair grounds including the exhibition spaces and stand constructions are property of official contract partners and suppliers. The exhibition spaces shall basically not include stand walls and assembly, except by ordering a full package and/or special agreement with VC. The exhibitor's stands shall not be allowed to exceed a height of 350 cm (the standard stand height). Greater stand heights are possible only after submitting the plans to VC and upon written agreement with VC; such plans must be submitted to the fair management by at latest 2 months before the beginning of the fair. For such two-storey stands, a surcharge of 50% will be added to the stand rental fee per square meter of the overbuilt surface. Prior to the assembly of such two-storey stands (with the exception of island stands), written consent must also be obtained from the neighboring exhibitor and the proper construction must be confirmed by a civil engineer with Austrian license. For reasons of safety, glass structures shall be allowed only if placed 50 cm from the edge of the stand. This regulation, however, shall not apply to safety glass.

The use of nails, drills, screws, glues, or welding equipment on the PVC-coated walls, which are owned by VC or contract partners and suppliers, is prohibited. Repainting the walls, wallpapering with irremovable wall coverings, and mounting irremovable adhesive strips and foils to metal, wood, and plastic elements is also prohibited. Decoration pens may be used on painted walls, but only if they do not go through to the wall. Painted walls may be covered with removable wallpaper on the condition that the wallpaper is removed by the exhibitor immediately after the fair. If the wallpaper is not removed, this work will be undertaken by VC at the exhibitor's expense. The removal of wallpaper, foils, and other decorative materials, etc. will be charged at a rate of 10.00 euro / m<sup>2</sup> plus VAT. In the event of damages, the invoice shall be calculated on the basis of replacement value. Every usage of rented elements and materials outside of the stand area requires the express approval of VC. Usage of outer walls is upon approval and at cost of 100,00 euro per running meter.

The announced time for assembly and dismantling shall be precisely adhered to. Infringements of these fixed times shall be separately charged for. Stand assembly must begin at the latest by 12:00 pm one day before the beginning of the fair. If the rented area has not been used by this time or no notification has been given, VC reserves the right to make the space available for other purposes from this time, without further notice; in such a case, however, the entire stand rental shall be payable, plus the registration fee in accordance with point IV.6. The assembly work must be completed by 8:00 pm at the latest on the final assembly day. Upon completion of the assembly work, albeit at 6:00 pm at the latest on the final assembly day, the stands are considered to have been effectively delivered by VC to the exhibitors and the exhibitor shall confirm reception in written form. Upon confirmation of reception of the stand construction and all additional equipment, the risk of accidental destruction or deterioration shall be assumed by the exhibitor. Any infringement of the assembly and dismantling times is expressly excluded. In the event of an infringement of the assembly and dismantling times, claims of any kind on the part of the exhibitor against VC shall be excluded. In the event of infringement of the dismantling time, VC shall be authorized to undertake the clearing of the stand and its storage at the cost and risk of the exhibitor. After dismantling, the original condition of the space is to be restored. Damages which are caused by improper handling shall be reimbursed to VC by the exhibitor.

### 12. Technical Stand Equipment

General installations for electricity and water shall be carried out solely by VC and its contractual partners. Electricity, water, and other technical connections shall be possible in return for payment of a fee for connection and use. All electrical equipment, facilities and installations must comply with the regulations of the Austrian Electrotechnical Association and the regulations and requirements customary in Vienna as well as those legally binding for events. Electrical installations shall only be allowed to be installed by licensed companies. Connection and supervision shall be carried on exclusively by licensed fair electricians. The technical regulations in the technical service folder for exhibitors and stand builders form an integrated part of this agreement.

### 13. Exhibiting Machines

Machines being exhibited must be furnished with a CE stamp of approval and comply with the MSV (306) ordinance on machine safety. In the event that machines,

## CONDITIONS FOR ADMISSION

safety components, or parts thereof do not confirm to the MSV, this must be clearly indicated by means of a visible sign. No items presenting a danger to life and limb, security and/or safety may be brought onto the fair site without the prior consent of VC.

### **14. Rules for the Operation of Wireless Infrastructure (WLAN)**

Exhibitors must observe the following rules when operating their own WLAN transmitters:

1. The WLAN transmitter (access point) may only be operated on channel 11 (in IEEE 802.11b/g standard).
2. The WLAN transmitter must be switched to the minimum transmission setting possible in order to ensure the broadcast range is limited to the smallest area possible within or beyond the boundaries of the stand.

An exhibitor may be denied the right to operate his/her own WLAN transmitter, despite compliance with the above rules, if the operation of technical infrastructure required for general trade fair activity is affected or restricted, particularly as regards WLAN systems run by VC or its contractual partners.

In the case of WLAN systems causing interference with the technical infrastructure required for the trade fair, VC reserves the right to take all necessary steps, including the capping of stand supply networks (internet, power supply), to ensure interference free operation of trade fair equipment. Exhibitors are obliged to obey any such instructions given by VC. If required, the exhibitor shall be instructed to shut down his/her WLAN. Failure to comply with this demand shall result in the costs for the localization and remedying of the situation being passed on to the exhibitor.

### **15. Liability and Damages**

VC undertakes no liability of any kind for theft, for goods exhibited or left behind by the exhibitor or third parties in the event that such goods are damaged or missing; this shall apply in particular to exhibition and stand equipment and furnishings.

VC shall not be obligated to take out insurance policies of any kind. VC undertakes no liability of any kind for vehicles parked on the fairgrounds by the exhibitor, its employees, or its business partners. The exhibitor shall be liable for any damages to persons or things which are caused by it, its employees, or its business partners or by its exhibit objects and equipment. VC shall be indemnified and held harmless. During assembly and dismantling, each exhibitor has an increased duty of care for the safety of its goods. Valuable and easily moveable exhibit goods are to be removed from the fair stand during hours when the fair is not open (particularly at night) and kept in safekeeping by the exhibitor itself at its own risk. VC shall not be liable for damages to health or property or other damages of any kind which may be incurred on the part of the exhibitor, its personnel, or third parties for whatever reason in connection with the preparation, carrying on, or completion of an exhibit. VC shall not be liable for any lost profits.

This exclusion of liability shall also apply in the event that damages are caused by defects to the buildings or equipment of VC or HEY-U Communications & Production GmbH. VC shall assume liability only when damages have been brought about by it or its personnel intentionally; in such cases the party which has incurred the damage must produce evidence thereof. The exhibitor shall not be able to derive claims of any kind against VC from the act or failure to act on the part of other exhibitors, their personnel, or their business partners.

The exhibitor shall lodge complaints concerning any

defects promptly and in writing and shall give VC the possibility of removing the defect, otherwise the exhibitor waives any rights in respect to these defects. Any claims on the part of the exhibitor must be submitted to VC immediately; otherwise they shall be considered invalid. No liability shall be assumed for incorrect inclusions or entries in the official fair catalog and/or other printed materials related to the fair (typographical errors, syntactic errors, incorrect order, omission, etc.).

VC shall not receive certain shipments on behalf of the exhibitor, and shall assume no liability for possible losses, or for incorrect or late delivery thereof. The fair's forwarding agent shall store exhibit goods and packing materials at the cost and risk of the exhibitor. It shall be forbidden to spend the night in the halls or the grounds.

### **16. Fair Insurance**

The stand rental shall not include insurance for objects brought in to the fair stand, the stand itself, and all other fair equipment. If an insurance policy is taken out with VC or an insurance company, the separate written terms and conditions related to the insurance policy shall apply. VC does not sign insurance policies for any art objects brought to the show, nor are they liable for loss or damage to the said articles.

### **17. Advertising Materials of the Organizer**

Each exhibitor (including any co-exhibitors and sub-exhibitors) shall be obligated to be included in the fair catalogue and/or fair magazine published. The minimum entries, as set forth in the catalogue form, shall be made at the cost of the exhibitor even if an explicit order in this regard has not been made by the exhibitor. VC shall make published advertising materials available to the exhibitor upon its request under the terms and conditions (i.e. prices) given. The exhibitor shall thereby be given the possibility of making its customers aware of its participation in the event and inviting them (e.g. with stickers and invitation cards).

### **18. Exhibitor's Advertising at the Event Location**

Transmissions from the site and advertising in visual, sound, or written form on behalf of companies other than the exhibitor shall require the express written consent of VC.

Banners, company signs, advertising inscriptions, and other advertising materials shall not be placed or dispersed outside the exhibition stand, extend out into walkways, or exceed a height of 350 cm. The placing of advertising signs, posters, or other advertising materials outside the stand, in particular the parking areas, as well as the distribution of advertising material, shall be permissible only after separate agreement with VC, to be billed separately. In the event of unfair advertising vis-à-vis other exhibitors, VC is authorized to immediately close the stand; in such cases a reduction of stand rental and other costs shall be excluded.

### **19. Distribution of Advertising Materials, Retail Trading, Samples**

The distribution of advertising materials, samples, printed material, and other means of advertising as well as retail sales may be effected only within the stand allocated. All off-stand advertising activities are chargeable and require official permission, and are to be conducted exclusively in the foyers, linking passageways and open-air exhibition space. Outside companies are not permitted to conduct opinion polls within the exhibition premises. The sale of goods or services by the exhibitor or by a third party traceable to the exhibitor is prohibited on the exhibition premises unless VC gives its express written authorization, even if payment for the goods or services is not made during the fair but at a later date. Failure to

## CONDITIONS FOR ADMISSION

comply shall result in the exhibitor being obliged to reimburse to VC all costs, fees, and taxes (in particular entertainment tax) arising or becoming due in connection with this violation, regardless of fault. In the event of violation by several exhibitors, such exhibitors shall be jointly liable for the said costs, fees and taxes. The distribution of samples against charge is subject to permission by VC. The free distribution of samples is permitted upon written permission of VC the latest 1 week before the fair.

### **20. Special Events and Presentations**

All types of special events and presentations at the stands or the fairgrounds shall require the written permission of VC. Regardless of prior permission granted, VC shall be authorized to limit or prohibit presentations which cause noise, dirt, dust, the emission of gases, etc. or which impair the orderly proceeding of the fair through any other type of disturbance.

Flashing signs at the fair stand are prohibited. The use of gases and vapors (dry ice, etc.) is subject to the issue of a permit (the halls are equipped with fire alarm facilities, and the costs of false alarms resulting in the fire brigade being summoned will be charged to those responsible). Application for laser systems must be submitted to: City of Vienna Department (Magistratsabteilung) 36, Dresdner Straße 75, A-1200 Vienna. Tel: (+43 1) 4000-99 922 83. Sound or audio-visual presentations at the fair stand must be designed in such a way that any sound measured at the edge of the stand shall not be allowed to exceed 70 dBA. If despite the request of the fair's management, a level of sound greater than that permitted is not immediately eliminated, the management reserves the right to take appropriate measures – including, if necessary, the closing of the stand. Registrations with the AKM (the Austrian artists' association) must be made by the individual company itself.

### **21. Installation of Amusement Machines and Juke Boxes**

The installation of devices with which money or money's worth can be won or with which the game result is by chance is forbidden.

### **22. Films and Photographs**

VC and its contractual partners shall be granted the right to take photographs and to film on the fairgrounds and to use the resulting images for its own publications or general publications. In this regard the exhibitor shall waive the right to any and all objections arising out of industrial property rights, in particular copyright law and the law on unfair competition (UWG). Outside of its own stand, the exhibitor shall not be permitted to make or have made films, photographs, drawings, or other pictures of exhibited things and exhibited goods.

### **23. Cleaning**

VC shall look after the cleaning of the premises and the walkways in the halls. The exhibitor shall be obliged to clean its own stand area. Upon the request of the exhibitor and at its own cost, cleaning companies admitted by VC shall undertake the cleaning of the stand. Packing materials and refuse which the exhibitor disposes of in the walkway or places on the side shall be removed at the cost of the exhibitor. The disposal of special waste must be arranged for by the exhibitor itself.

### **24. Transportation and Parking**

It shall be forbidden to drive in the fair halls with motor vehicles of any kind. In the case of special transport vehicles, written permission is to be promptly obtained from VC. As of the end of the assembly period all vehicles, without limitation, shall be removed from the entrances, driveways, fire lanes, and parking spaces for the press. During the fair, trucks weighing over 3.5 tons

shall not be allowed to be parked in the parking areas. Any infringement of this provision shall entail a case of unlawful disturbance, in which case VC shall be free to have the unlawfully parked vehicles towed at the owner's expense.

### **25. Stand Security**

During the fair (including assembly and dismantling), VC shall undertake to provide security for the halls (external surveillance of the exhibition halls and hall entrances and periodic patrolling of the halls by security personnel). The exhibitors shall have no legal right to demand that VC provides it with separate security personnel for its stand (theft security). Additional security personnel for individual stands shall be hired separately by the exhibitor and billed directly to the hired firm.

Dates of any separate security company hired by the exhibitor during the opening times shall be notified to VC in writing. The hired use of outside security companies to monitor the stand at other times, must be permitted in advance and in writing by VC.

### **26. Right of Lien**

With regard to all outstanding claims of VC against the exhibitor, VC shall have a contractual and legal right of lien to the objects brought into the stand by the exhibitor and all equipment at the stand. The institution of court proceedings shall not be required in order to exercise this right. In cases of recourse to this right of lien, the objects brought in to the stand and the stand, including equipment, may be removed and stored at the cost and risk of the exhibitor, without prior notice. VC shall be authorized to sell these objects at market prices (and conditions) and to credit the proceeds against the outstanding amounts.

### **27. Infringement of the Fair Terms of Participation or of the Law**

These Terms of Participation, all special notes in the technical service folder, provisions, rules and regulations as well as the applicable provisions of law, and the regulations of the authorities regarding events shall be strictly adhered to. In particular, this includes all legal provisions with regard to fire protection, all provisions of trade law and local police regulations, as well as house rules. Actions ordered by representative of the authorities shall be carried out immediately by the exhibitor and at its own cost.

In the event of the failure to comply with or violation of these Terms of Participation, the contractual agreements, and the house rules, as well as the infringement of legal provisions (in particular the Order of the Vienna City Council of 29 December 1949, MA 7-4050/49 as amended) or provisions (ordinances) of the authorities, VC shall be authorized to immediately close the assigned stand at the cost of the exhibitor, and to effect removal without court proceedings. The orders and instructions of VC and those appointed by it shall be unconditionally obeyed by the exhibitor, its personnel, and its business partners. This shall apply in particular to the parking areas for the fairgrounds.

### **24. Data Protection (Declaration of Consent in accordance with the Data Protection and Telecommunication Laws)**

Declaration of Consent in accordance with the Data Protection Law:

The exhibitor authorizes the use of data provided by him/herself in the application form ("Exhibitor Data") in VC's database for the marketing of events organized by VC and its partners. The Exhibitor Data may also be passed on to the media and VC's associate companies for purposes connected to the trade fair. This

## CONDITIONS FOR ADMISSION

authorization can be revoked at any time, making any further use of such data inadmissible. The exhibitor acknowledges that VC submits a detailed report, which includes the exhibitor data, after the conclusion of viennacontemporary to

HEY-U Communications & Production GmbH.

Declaration of Consent in accordance with the Telecommunication Laws:

From this point on the exhibitor consents, subject to withdrawal of consent at any time, to the receipt of information via email from VC on events staged by VC and its partners.

### 29. Written Form, Common Law

Amendments, supplements, and additions are required to be in writing in order to be valid. This shall also apply to the abandonment of the requirement of written form. Oral collateral agreements shall be invalid. The exhibitor can not derive rights of any kind from prior events or agreements.

### 30. General Provisions, Court Jurisdiction, and Place of Performance

This agreement shall be governed exclusively by the laws of Austria, excluding conflict of law rules. The provisions of the UN Convention on Contracts for the International Sale of Goods is not applicable. For conflicts in the present contractual relationship the legal jurisdiction and place of performance for both parties shall be Vienna. The invalidity of individual provisions contained herein shall not affect the validity of the other provisions, and therefore shall not affect the validity of the agreement as a whole.

### 31. Agreement to the Transfer of Rights

VC has the irrevocable right to contract third parties with the organization of the fair. If such rights should be transferred, the exhibitor shall be informed of the third party's identity in writing. Hence, the exhibitor expresses explicit consent to the transfer of the entire contractual relationship to a third party named by VC, including all rights and duties, in particular the respective business terms and conditions and the terms and conditions for stand construction. Once the transfer of rights to a third party has been announced, the contractual relationship shall solely exist between the third party and the exhibitor without the exhibitor having the right to make valid claims of any kind whatsoever against VC.

### 32. Compliance with the General Terms and Conditions for Stand Constructions

The exhibitor takes notice that the fair grounds are property of HEY-U Communications & Production GmbH and is subject to the General Terms and Conditions for Stand Constructions of the official stand builder (Point V.) as well as the House Rules of HEY-U Communications & Production GmbH (Point VI.). Should individual provisions in the General Terms and Conditions for Stand Constructions in accordance with point V. and/or in the House Rules in accordance with point VI. contradict the Fair Terms and Conditions in accordance with point IV., the provisions in the Fair Terms and Conditions in accordance with point IV. apply with priority.

## V. GENERAL TERMS AND CONDITIONS FOR STAND CONSTRUCTIONS

**All terms and conditions are provided by the official standbuilder for approval by the exhibitor. See (click)**

### VI. HOUSE RULES

#### 1. Admission to the Fair Grounds

Access to the fair site requires a valid admission ticket issued by VC Artevents GmbH ("VC"). Visitors may only enter the fair grounds during opening hours; exhibitors and

their staff may gain admission at the times indicated in the Technical Services Folder.

Children under 14 are only admitted in the company of an adult. Animals are not permitted on the fair grounds.

#### 2. Advertising

Billposting, distribution of leaflets, and all forms of off-stand advertising activities must be reported to VC and are subject to charges.

#### 3. Supervision of Stands

For safety reasons, tenants or their representatives identified by exhibitor's, staff, or move-in/move-out passes, shall inspect tenants' occupied stands prior the commencement of the event. Only persons able to produce identification in the form of an exhibitor's, staff or move-in/move-out pass shall be employed at stands.

#### 4. Packing Materials and Waste

Paper and other refuse may not be deposited on the floor but must be disposed of in the bins provided for this purpose.

For safety reasons, packing materials may not be stored within the confines of stands, on stand roofs, behind pavilions or at other outdoor locations. Exhibitors are responsible for the daily removal of all their packaging materials from the premises of the fair site during assembly of their stands.

The use of wastepaper baskets or refuse bins made of inflammable materials is prohibited.

In the event of failure to remove packaging materials on a daily basis the fair management reserves the right to order the removal of all the materials concerned at the expense of the exhibitor. The latter shall have no right to compensation by VC for the said materials.

#### 5. Cleaning

Exhibitors shall keep the rental space in a clean and orderly condition. Cleaning shall be performed daily, starting one hour before the opening of the fair.

To this end, exhibitors and their staff will be granted admission to the exhibition premises from this time onwards.

#### 6. Conduct at the Stand

Exhibitors undertake to employ trained personnel at their stands during the event. The good manners customary in business shall be observed. The rules of fair competition shall be strictly observed throughout the event.

Exhibitors and their agents shall desist from:

- noisy product demonstrations;
- calling out to visitors;
- announcing fair discounts, special price offers or hire purchase terms;
- arguments with competitors; and
- the use of live animals for advertising purposes.

#### 7. Smoking Ban

Smoking is prohibited in all transit areas of halls. Signage to this effect shall be prominently displayed in a number of places.

Smoking is permitted at stands, provided that ashtrays are provided in prominent positions. However, the authorities may impose smoking bans.

#### 8. Electrical Installations

Exhibitors' notice is drawn to the need to observe the special regulations contained in the by-laws dated 29 Dec. 1949 in respect of the installation of all forms of electrical equipment.

Installation work may only be performed by licensed companies which are answerable to the authorities.

Connection to fuse boxes may only be carried out by companies authorized by VC.

The installation of neon lights and demonstration of electric ovens or heaters of all kinds require a written permit from

## CONDITIONS FOR ADMISSION

Mag.-Abt. 36 and Mag.-Abt. 35, Dresdner Strasse 75, A-1200 Vienna, which must be obtained by the exhibitor. Electric radiators and heaters with exposed elements may only be operated for short periods, for demonstration purposes.

Only three-phase 400/230 V 50 Hz current is available throughout the fair premises.

At the time of the official inspection the relevant reports on the wiring including official form VD 390

(information on connections) must be presented to the Technical Services Department for submission to the authorities.

### **9. Instructions by Fair Officials and Obligation to Provide Information**

Exhibitors are obliged to grant official supervisory staff and accredited representatives of VC access to their stands.

Exhibitors, their staff, and all visitors to the fair must obey the instructions of the above officers. In the event of a fire or other hazard all those present must leave the endangered area at once when directed to do so by a member of the safety and security staff.

Exhibitors are also obliged to provide reporters with accreditation from the company's press office with information.