

# Conditions of Participation Special Section



gamescom  
Cologne, 20 - 24 August 2019

## 1 Organiser, event, venue and dates, visitor admission

### 1.1 Title

gamescom is being organised by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany. The conceptual sponsor is game - the German Games Industry Association e.V.  
The marks 30 2017 028 979.0, wordmark: GAMESCOM and 30 2017 028 980.4 word/design mark (in the following referred to as "gamescom brands") are registered for the benefit of game.

The event will be held at the Cologne Exhibition Centre from Tuesday, 20 August to Saturday, 24 August 2019.

### 1.2 Opening hours

#### entertainment area:

|                             |                         |
|-----------------------------|-------------------------|
| Tuesday, 20 August 2019*    | 09:00 a.m. – 07:00 p.m. |
| Wednesday, 21 August 2019** | 09:00 a.m. – 08:00 p.m. |
| Thursday, 22 August 2019**  | 09:00 a.m. – 08:00 p.m. |
| Friday, 23 August 2019      | 09:00 a.m. – 08:00 p.m. |
| Saturday, 24 August 2019    | 09:00 a.m. – 08:00 p.m. |

#### business area:

|                     |                         |
|---------------------|-------------------------|
| 20 August 2019      | 09:00 a.m. – 07:00 p.m. |
| 21 – 22 August 2019 | 09:00 a.m. – 08:00 p.m. |
| 23 – 24 August 2019 | will remain closed      |

\* Trade Visitors and Media Day. The organiser can grant access to a limited number of private visitors on Tuesday.

\*\*Admission for private visitors from 10:00 a.m.. The organiser can grant access to a limited number of private visitors on Wednesday and Thursday from 9:00 a.m..

### 1.3 Stand build up and dismantling

**entertainment area:** Stand build up may begin in the entertainment area at 06:00 a.m. on Saturday, 10 August 2019. Build up must be completed by no later than 06:00 p.m. on Monday, 19 August 2019. The aisles must be completely cleared by this time. Dismantling of the exhibition stand and the goods presentation may not begin before the end of the event at 08:00 p.m. on Saturday, 24 August 2019. Admission for dismantling personnel from 08:00 p.m.. Trucks will be permitted to enter from 10:00 p.m.. Dismantling of all stands and exhibits in halls 5.2 and 10.1 must be finished by 12:00 p.m./midnight on Sunday, 25 August 2019. Dismantling of all stands and exhibits in halls 5.1, 6, 7, 8, 9 and 10.2 must be finished by 12:00 p.m./midnight on Monday, 26 August 2019.

Please note the following hall opening times in the entertainment area during the build up and dismantling period of gamescom 2019!

#### Build up entertainment area / halls 5 - 10

|                      |                                  |
|----------------------|----------------------------------|
| 10.08.2019:          | 06:00 a.m. - 12:00 p.m./midnight |
| 11.08. - 15.08.2019: | 06:00 a.m. - 12:00 p.m./midnight |
| 16.08. -18.08.2019:  | 00:00 a.m. - 12:00 p.m./midnight |
| 19.08.2019:          | 00:00 a.m. - 06:00 p.m.          |

#### Dismantling entertainment area / halls 5.2 + 10.1

|             |                                  |
|-------------|----------------------------------|
| 24.08.2019: | 08:00 p.m. - 12:00 p.m./midnight |
| 25.08.2019: | 00:00 a.m. - 12:00 p.m./midnight |

#### Dismantling entertainment area / halls 5.1, 6, 7, 8, 9, 10.2

|                      |                                  |
|----------------------|----------------------------------|
| 24.08.2019:          | 08:00 p.m. - 12:00 p.m./midnight |
| 25.08. - 26.08.2019: | 00:00 p.m. - 12:00 p.m./midnight |

#### Dismantling outdoor spaces

|             |                         |
|-------------|-------------------------|
| 24.08.2019: | 05:00 p.m. - 08:00 p.m. |
|-------------|-------------------------|

**business area:** In the business area you can start stand build up at 06:00 a.m. on Thursday, 15 August 2019 and have to be finished on Monday, 19 August 2019 at 06:00 p.m.. The aisles must be completely cleared by this time. **Note:** All construction activities in the outdoor and logistic areas of hall 3.1 have to be completed one day before (18.08.2019 at 08:00 p.m.) the other construction activities area completed. Delivery of all material and products for stand construction in hall 3.1 must be completed by this time. The outdoor and logistic areas of hall 3.1 have to be fully vacated by 19.08.2019 at 07:00 a.m.. From this point on, it is no longer possible to make further deliveries with vehicles nor use the logistic areas of hall 3.1. Construction activities inside hall 3.1 can continue until 19.08.2019 at 06:00 p.m.. Dismantling in the business area is possible from Thursday, 22 August 2019, 08:00 p.m. and has to be finished on Saturday, 24 August 2019 at 12:00 p.m./midnight.

Please note the following hall opening times in the business area during the build up and dismantling period of gamescom 2019:

#### Build up business area / halls 1 - 4

|                      |                                  |
|----------------------|----------------------------------|
| 15.08.2019:          | 06:00 a.m. - 12:00 p.m./midnight |
| 16.08. - 18.08.2019: | 00:00 a.m. - 12:00 p.m./midnight |
| 19.08.2019:          | 00:00 a.m. - 06:00 p.m.          |

#### Dismantling business area / halls 1 - 4

|                     |                                  |
|---------------------|----------------------------------|
| 22.08.2019:         | 08:00 p.m. - 12:00 p.m./midnight |
| 23.08. -24.08.2019: | 00:00 a.m. - 12:00 p.m./midnight |

Please note that the dismantling deadlines are mandatory and must therefore be observed. Depending on the hall in question, all stands and exhibits must be completely dismantled by 12 midnight on 24, 25 or 26 August. Moreover, all of the stand construction materials and other objects must have been completely removed from the halls and the outdoor area by these deadlines. Koelnmesse will remove and destroy all materials and objects that remain in the halls or the outdoor area after these deadlines and do so at the respective exhibitor's risk and expense. Koelnmesse can store such objects in exceptional cases, provided the items left at the exhibition centre are obviously valuable. Koelnmesse's further claims remain unaffected. Claims of whatever kind against Koelnmesse, and in particular claims for damages, are excluded in such cases.

### 1.4 Visitor admission

The exhibition is open to the general public. The business area is only open to trade visitors and media representatives. Children are allowed to visit gamescom without somebody's company as from 12 years.

## 2 Eligibility to participate

### 2.1 Exhibitors

Only manufacturers that are entered in the Commercial Register or in the Handicrafts Register are permitted to participate at gamescom. Such producers must exhibit products that correspond to the focus of the event (see the list of products). You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company.

You can exhibit for the companies you represent as a Commercial representative, sales company, association and importer insofar as the goods exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits. Koelnmesse also requires that proof of the nature of the manufacturer's business or of the activities as the manufacturer's sales company or importer be submitted in appropriate form on demand. Decisions on company admissions, eligible products and the location of exhibitor stands will be made by Koelnmesse. In the event of a rejection, you will receive a separate letter.

All exhibited products and services must correspond to the focus of the event. See the accompanying list of products, form 1.30/1.31. The products must be new ex-works. Products and services that do not correspond to the list of products and used products may not be exhibited or offered.

**2.2 Co-exhibitors**

The participation of co-exhibitors and / or additionally represented companies at gamescom is possible. A special application and an acceptance by the organiser are required for the use of the stand area by a co-exhibitor (see Item V of the General Conditions of Participation).

**2.3 Violation of the rights of third parties**

(a) The exhibitor shall ensure that the production, distribution, sale, possession or advertising of its products or services does not violate the rights of third parties. This pertains to every category of rights, and in particular to patent rights, utility model rights, copyrights, trademark rights and/or design rights. You can find additional information in the "No Copy!" brochure at <http://www.gamescom.global/participation-and-planning/for-exhibitors/protection-against-product-piracy/protection-against-product-piracy-4.php>

(b) In particular, Koelnmesse reserves the right not to admit an exhibitor to Koelnmesse events if there is tangible evidence that the exhibitor's products or services that are sold or advertised at the event violate one of the third party rights mentioned under (a), that the exhibitor has participated in or been an accessory to such a violation, or that the exhibitor is responsible for the violation of third-party rights due to other legal reasons. In such cases, Koelnmesse refutes the evidence unless a public authority or a court has already determined that a right has been violated. Koelnmesse's further rights and claims remain unaffected.

(c) Commercial agents, sales companies and importers can exhibit on behalf of the companies they represent insofar as the goods exhibited are not offered by any other company at the trade fair and that they possess the necessary rights to present them. The issue of a licence by the manufacturer is necessary for the presentation of products that were not manufactured by the actual exhibitor. The licence must be proven in an appropriate form on request by Koelnmesse. The presentation and offering of unlicensed products is not permitted and represents a severe infringement of the Conditions of Participation pursuant to Item 9.2 of these conditions. Koelnmesse is entitled to carry out inspections during the event and to close the exhibitor's stand when, despite a corresponding warning, it is being used for the presentation of items for which the necessary licences cannot be proven. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

**3 Participation fees and other costs**

**3.1 Participation fee**

As an exhibitor you can expect the following costs:

**entertainment area**

**a) On application** by 14 February 2019:

|                         |                                       |                                       |
|-------------------------|---------------------------------------|---------------------------------------|
| <b>Stand rental fee</b> | <b>Terrace stand</b><br>(1 side open) | <b>Corner stand</b><br>(2 sides open) |
| up to 150 sqm           | 137.00 Euro / sqm                     | 143.00 Euro / sqm                     |
| up to 500 sqm           | 121.00 Euro / sqm                     | 127.00 Euro / sqm                     |

|                         |   |                                       |
|-------------------------|---|---------------------------------------|
| <b>Stand rental fee</b> | <b>Two corner stand</b><br>(3 sides open) | <b>Island stand</b><br>(4 sides open) |
| up to 150 sqm           | 148.00 Euro / sqm                         | 155.00 Euro / sqm                     |
| up to 500 sqm           | 132.00 Euro / sqm                         | 137.50 Euro / sqm                     |
| 501 – 1.000 sqm         | 115.50 Euro / sqm                         | 121.00 Euro / sqm                     |
| from 1.001 sqm          | 92.50 Euro / sqm                          | 97.50 Euro / sqm                      |

These prices are valid by application until 14 February 2019. We charge an addition of 15.00 Euro/sqm by booking from 15 February 2019.

**Two-storey** 48.00 Euro / sqm

|                      |                 |                  |
|----------------------|-----------------|------------------|
| <b>Outdoor space</b> | by 14.02.2019   | 66.00 Euro / sqm |
| <b>Outdoor space</b> | from 15.02.2019 | 71.00 Euro / sqm |

**b) Universities, technical colleges and educational institutions:**

|                     |                         |                     |
|---------------------|-------------------------|---------------------|
| <b>Stand rental</b> | <b>Terrace stand</b>    | <b>Corner stand</b> |
|                     | 80.00 Euro / sqm        | 87.00 Euro / sqm    |
|                     | <b>Two-corner stand</b> | <b>Island stand</b> |
|                     | 92.00 Euro / sqm        | 98.50 Euro / sqm    |

These prices are valid on application submitted by 14 February 2019. For submissions made from 15 February 2019, a late fee of 10.00 Euro/sqm will be charged.

**c) The participation fee does not include the provision of stand partition walls or other special construction elements.**

The participation fee covers the rental of exhibition space for the entire duration of the fair, including the stipulated build up and dismantling periods; a specific number of exhibitor and stand construction passes – see Item 5.1; the use of all technical and service facilities in the exhibition halls; advice by Koelnmesse experts on organization, advertising and public relations work for your participation; complimentary materials for visitor advertising; rooms for press conferences; and press contact services.

For two-storey exhibition stands, the actual allotted area in the upper storey following the technical inspection is calculated at. 48.00 Euro/sqm.

The participation fee will be calculated according to the dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not provide grounds for a reduction in the participation fee.

**d) Prices do not include VAT, flat-rate energy fee (in the amount of 9.50 Euro/sqm) and AUMA fee (in the amount of 0.60 Euro/sqm; s. item 3.2 and 3.3) plus the obligatory marketing services (Marketing Package); see Item 8.2, Special Participation Conditions.**

**business area:**

Only companies being located with an own stand area in the entertainment area can allocate a stand area as main- or co-exhibitor in the business area. Co-exhibitors represented in the entertainment area not entitled to book space in the business area. Companies without end user related products are exempt from this regulation.

This application form includes a written declaration that enables companies not carrying end user related products (companies which do not produce/ manufacture Products sold to end user under an own label/name, such as developers, distributors, service enterprises, etc.) and not renting space in the entertainment area to book space in the business area. In order to do so, the written declaration must be submitted and a flat-rate surcharge of 500.00 Euro must be paid. Co-exhibitors who are only located in the business area are also obliged to pay this surcharge. Exceptions to this rule can only be permitted if specifically applied for. In case you show end user related products on your stand in the business area without booking a stand in the entertainment area we reserve the right to exclude the products from your stand.

As an exhibitor in the business area you can expect the following costs depending on your level of participation:

**a) Conference room – stand construction by Koelnmesse GmbH**

Stand construction booths in the business area for exhibitors featuring end user related products

On application by **14 February 2019:**  
 12 sqm – 20 sqm: 200.00 Euro/sqm  
 > 20 sqm: 190.50 Euro/sqm

On application from **15 February 2019:**  
 12 sqm – 20 sqm: 215.00 Euro/sqm  
 > 20 sqm: 205.50 Euro/sqm

Stand package in the business area for exhibitors **not featuring** end user related products

On application by **14 February 2019**:

12 sqm – 20 sqm: 248.00 Euro/sqm

> 20 sqm: 237.00 Euro/sqm

On application from **15 February 2019**:

12 sqm – 20 sqm: 263.00 Euro/sqm

> 20 sqm: 252.00 Euro/sqm

#### **b) Conference room – own stand construction**

Exhibitors may construct their own stands in the business area. Please note the regulations.

The following costs are valid for exhibitors **with consumer relevant products** and their own space in the entertainment area:

On application by **14 February 2019**: 90.00 Euro/sqm

For registration from **15 February 2019**: 105.00 Euro/sqm

The following costs are valid for exhibitors **without consumer relevant products** and no space in the entertainment area:

On application by **14 February 2019**: 137.00 Euro/sqm

On application from **15 February 2019**: 152.00 Euro/sqm

#### **c) Surcharge for companies without end user related products: 500.00 Euro**

**d) Prices do not include VAT, flat-rate energy fee (in the amount of 9.50 Euro/sqm) and AUMA fee (in the amount of 0.60 Euro/sqm; s. item 3.2 and 3.3) plus the obligatory marketing services (Marketing Package); see Item 8.2, Special Participation Conditions.**

#### **Supplement:**

The stand area or space rented by an exhibitor in the business area may only measure up to 1.5 times the size of the exhibitor's rented stand area in the entertainment area. This does not apply to stand areas of 12 – 20 sqm; in such a case, the area in the business area may be up to a maximum of double the area rented in the entertainment area.

Exhibitors may construct their own conference booths in the business area of the exhibition halls. It must not be possible to look into the booths from outside and the booths must be closed on all sides. Please note the regulations on own stand construction in the business area.

A maximum of 20 % of the stand area may be used as a reception area, yet not exceeding 20 sqm. The reception area and conference room may be painted in different colours. It is permitted to hang objects from the ceilings of your own conference rooms and use graphics on the exterior walls.

If a stand in the business area is desired, companies with consumer-related products have to book a space in the entertainment area as well. This excludes companies that offer exclusively pure merchandising products.

#### **outdoor space:**

For booking an area at the outdoor space as an additional promotional space in addition to a stand in the entertainment area apply the following special conditions. The space booked in the outside area may not be bigger than the stand in the entertainment area.

Outdoor area:

On application by **14 February 2019**: 66.00 Euro/sqm

On application from **15 February 2019**: 71.00 Euro/sqm

**Prices do not include VAT, flat-rate energy fee (in the amount of 9.50 Euro/sqm) and AUMA fee (in the amount of 0.60 Euro/sqm; s. item 3.2 and 3.3) plus the obligatory marketing services (Marketing Package); see Item 8.2, Special Participation Conditions.**

#### **3.2 AUMA fee**

The Association of the German Trade Fair Industry (Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e. V. – AUMA) charges you a fee of 0.60 Euro per sqm of exhibition space for representing your interests.

Koelnmesse will calculate and collect the fees in the name of, and on the account of, AUMA.

More detailed information is available at [www.auma-messen.de](http://www.auma-messen.de).

#### **3.3 Energy costs**

Exhibitors will be charged a proportional flat-rate energy fee of 9.50 Euro per sqm of occupied stand area.

#### **3.4 Down payment for services**

Koelnmesse shall be entitled to charge a reasonable down payment for the services used for the event in question - e.g. electrical and water connections, stand cleaning, etc. The down payment for services shall be assessed on the basis of the services charged for the previous event. The down payment for exhibitors who have not participated in the previous event shall total Euro 35.50 per square metre - plus the costs for the obligatory marketing services (Marketing Package) see Item 8.2, Special Participation Conditions.

Once the event has ended, a separate final invoice for services will be issued; the down payment will be applied towards this amount. The invoice shall fall due for payment immediately following receipt. If the amount of the down payment should exceed the fees actually incurred for services, the amount by which the down payment exceeds actual charges shall be refunded to the exhibitor. The exhibitor shall have no claim to payment of interest on the down payment.

#### **3.5 Co-exhibitor fee**

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Conditions of Participation/Item 2.2 of these conditions), a co-exhibitor fee of 500.00 Euro per company will be charged. The price of inclusion in the marketing package is not included in this fee (see Item 8.2). The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

#### **3.6 Media services**

Use of the marketing services described in Item 8.1 shall be obligatory and is subject to a charge (see Item 8.2, Special Participation Conditions).

#### **3.7 VAT**

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

#### **3.7.1 VAT identification number**

As a rule, Koelnmesse provides exhibitors (proprietors) with a uniform service – a so-called event service – in accordance with Art. 3a.4., Par. (2) of the German ordinance on the application of the VAT (UStAE). The place of performance for such services is the recipient's headquarters. Koelnmesse will therefore invoice foreign exhibitors (proprietors) according to the reverse charge accounting mechanism without charging any German VAT. Exhibitors from the European Union need to enter their valid VAT identification number in the application form in order to be considered entrepreneurs. Exhibitors must immediately notify Koelnmesse of any changes to their VAT identification numbers.

#### **3.7.2 Reimbursement of VAT**

If, in exceptional cases, services are not provided as uniform offerings in the sense described above and statutory VAT is charged, foreign exhibitors (proprietors) may receive a refund of the invoiced VAT provided they fulfil the legal requirements. Further details are available on the Internet at: [www.bzst.bund.de](http://www.bzst.bund.de).

#### **3.8 Costs in the event of non-participation**

##### **3.8.1 Prior to receipt of acceptance/stand area confirmation**

If you withdraw your application to participate before you receive the acceptance/stand area confirmation, you will have to pay a fee of 1,000.00 Euro.

### 3.8.2 After receipt of acceptance/stand area confirmation

You cannot normally withdraw from the contract after you have received the admission / stand area confirmation. The regulations contained in Item II of the General Conditions of Participation apply. In the event of non-participation, companies that have registered for a trade fair must pay compensation. Provided the reserved stand area can be rented to a third party, this compensation amounts to 25% of the participation fee subject, however, to the minimum fee specified in Item 3.8.1.

#### 3.8.2.1 Stand build up by Koelnmesse

If you have also ordered stand build up services from Koelnmesse, you may cancel the stand build up order only if you do so no later than six weeks before the stand build up period officially begins. The date on which Koelnmesse receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse is entitled to charge a flat-rate fee for the costs incurred. These costs amount to 30% of the agreed fee in the event of a cancellation within 4–6 weeks prior to the start of build up, 50% of the agreed fee in the event of a cancellation within 2–4 weeks prior to the start of build up, and 100% of the agreed fee in the event of a cancellation at a later time or during the build up of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

#### 3.8.2.2 Stand construction by exhibitor/stand constructor

In a case where the stand construction has been ordered independently of the application of a stand area, the provisions of Koelnmesse's General Terms and Conditions for services apply. You can download Koelnmesse's General Terms and Conditions for services from the event's website or from [www.koelnmesse-service-portal.de](http://www.koelnmesse-service-portal.de).

**3.8.3** You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the amount charged.

**3.9 Change of invoice** The invoice information you provide by form 1.10/1.11 concerning the invoice address are binding. There will be a fee for a new bill if it is issued for reasons for which Koelnmesse is not responsible. A flat-rate fee of 100.00 Euro will be charged for each new bill.

## 4 Stand sizes and build up

### 4.1 Stand size

The minimum stand size is 12 sqm.

Please note that hall pillars and other fixed construction elements may be present in the rented stand area. Minor deviations from the requested stand size do not entitle an objection to be made under Item II of the General Conditions of Participation.

Trade fair partition walls for separating the stand area are not automatically provided. If needed as stand construction elements, however, they can be ordered for a fee using form S.10.

This fee does not include stand construction.

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

### 4.2 Responsibility

The build up, design and operation of the stand must adhere to all regulations that are valid in Germany (including the regulations of the Sonderbauverordnung, the Arbeitsschutzgesetz (industrial safety law), the industrial safety regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators, and signwriters and to all persons, in as far as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the build up, dismantling, design and operation of the stand. The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise build up personnel and other persons working on their behalf to ensure that they adhere to the regulations. The stipulations of the General Conditions of Participation and the Technical Guidelines are not affected.

### 4.3 Maximum stand height

The maximum permissible stand height is set at 3,50m (hall 1.1, 2.1, 2.2, 3.2, 4.1, 4.2), 8,00m (hall 6, 7, 8, 9) and 5,00m (hall 5.1, 5.2, 10.1, 10.2). The exact stand height will be provided with our stand confirmation. As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit for approval drawings for one-storey stands that do not exceed the permitted height. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required. Plans must be submitted in duplicate for approval by Koelnmesse in good time before the work is carried out, and at least 8 weeks before the event commences. These documents, which can be scrutinized, consist of general outlines, views and design cross sections with all measurements.

### 4.4 Notice of approval

Stand build up may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately. There is no obligation on the part of Koelnmesse to ensure the observance of other provisions. Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to issue the notice of approval. You have been informed of the fact that in exceptional cases – at your request and on your account – the stand construction documents must be submitted to the responsible authorities for scrutiny. Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be responded to immediately. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

### 4.5 Form of stand

The following terms are used for the stand forms:

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

Deviations from the requested stand shape do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

### 4.6 Build up and design of the stands

The stand must be constructed to comply with the form of the stand confirmed. The arrangement of the stand is left to the exhibitor but should be appropriate for the event in question. The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand area. For security reasons, sufficiently large zones for possible waiting lines inside the stands must be taken into account during stand planning. Taking waiting zones into account outside of one's own stand area is impermissible. Banners and company signs are not permitted to encroach into the aisles. Koelnmesse also offers a completely outfitted turn key-stand system. Orders can be placed at [www.koelnmesse-service-portal.de](http://www.koelnmesse-service-portal.de) (KSP).

Beams crossing aisles and on which current-carrying cables have been installed must be equipped with a cable tray.

In addition to one's own stand construction in the gamescom business area, the following guidelines are to be observed. A max. of 20 % but no more than a total of 20 sqm is allowed to use in the form of an open reception area. However, the interior remainder of the stand must not be visible from the reception area. The meeting room has to be closed on all sides with no view into the interior from the outside at any point. Due to the enclosed design of the business area, an emergency-exit and rescue-route plan must always be submitted and approved by Koelnmesse GmbH. The plan must indicate the locations of emergency-exit signage (in accordance with BGV A8) and fire extinguishers. Escape and rescue routes must be marked by no later than 9:00 a.m. on the last day of build up. A coloured design of the meeting room as well as the reception area is permitted, it is also permitted to attach logos and graphics. It is forbidden to install tv screens on the exterior walls of the booth.

It is forbidden to install shelves and perforated plades for product placement on the exterior walls of the booth. It is forbidden to arrange seats around the meeting room and at the reception area - waiting areas must be arranged inside the stand. It is admitted to hang items above the exhibitor's own meeting rooms. Advertising superstructures are admitted (max. set up height 3.50m). On the neutral areas in the gamescom business area advertisements (A-frames, banners etc.) are not permitted. The stand construction must be arranged in a one-storey manner. In some areas of the gamescom business area exhibitors are allowed to establish meeting rooms by means of their own stand constructors. Exceptions regarding the closed stand design remain valid for pavilions that are financially supported by official institutions, after approval by Koelnmesse.

### Stages

When setting up stages, a gap of 3 m must be maintained to the walkways in order to prevent the audience from congregating in the walkways. The positioning of the stage in the entertainment area must be agreed with the Event Technology department. Stages and event areas must be marked clearly as such in the planning documentation and approved by Koelnmesse (see item 4.4). In particular the special construction regulations must be taken into account during the planning process. In the case of stages, care must be exercised to ensure that no hard objects are thrown into the crowd.

### Platforms – seating platforms – stairways

Publicly accessible areas more than 0.20 m in height must be surrounded with railings (minimum 1.10 m high) and constructed according to DIN 18065. The riser depth of a stair may not exceed 0.19 m; the tread width (depth) must be at least 0.26 m. Spiral stairways are not permitted (Technical Guidelines items 4.6 and 4.9.4).

## 5 Exhibitor and stand construction passes

### 5.1 Receipt of the passes

As an exhibitor, group organiser with an own stand space or as an exhibitor in a group stand you receive free of charge and valid for the period from the first day on which the build up period begins to the final day of dismantling:

- 3 exhibitor passes for a stand of up to 20 sqm
- 1 exhibitor pass for each further unit of 10 sqm up to a stand area of 100 sqm
- 1 exhibitor pass for each further unit of 20 sqm above 100 sqm

As a group organiser without an own stand space you receive 3 exhibitor passes free of charge.

Co-exhibitors and additionally represented companies do not receive free passes.

The passes will be sent together with the invoice for your stand rental fee. If more exhibitor passes are needed for stand personnel, they can be requested from the Koelnmesse for a fee.

### 5.2 Stand construction passes

Stand construction passes allow your build up and dismantling personnel access to the fairgrounds during the build up and dismantling periods. The stand construction passes are only valid during the build up and dismantling periods.

As an exhibitor, group organiser with an own stand space or as an exhibitor in a group stand you receive free of charge:

- 3 construction passes for a stand of up to 20 sqm
- 1 construction pass for each further unit of 10 sqm up to a stand area of 100 sqm
- 1 construction pass for each further unit of 20 sqm above 100 sqm

As a group organiser without an own stand space you receive 3 stand construction passes free of charge.

Co-exhibitors and additionally represented companies do not receive free passes.

The passes will be sent together with the invoice for your stand rental fee. If more stand construction passes are needed, they can be requested from Koelnmesse.

### 5.3 Exchange and return of passes

All passes are for specific individuals and are non-transferable. If stand personnel change during the event, you can exchange a used exhibitor pass (i. e. one bearing a name) one time and free of charge for a new pass. The passes are issued by the Exhibitor Services Centre. Exhibitor and stand construction passes that were paid for but not used can be returned to Koelnmesse until the last day of the trade fair for a refund of the fee. Transferring a pass to a third party – whether sold or given free of charge – is not permitted and represents a severe violation of the Conditions of Participation, in accordance with Item VI of the General Conditions of Participation.

## 6 Rules on selling

In view of the specialist nature of the event, direct sales of exhibits or samples from the booths are not permitted. Furthermore, exhibits may not carry a price tag. This regulation does not apply to exhibitors who are exhibiting merchandise products in the fanshop arena (see form 1.31).

This regulation does not apply to printed matter such as trade publications and specialist journals.

Koelnmesse has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse also has the right to immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

## 7 Sampling

Handing out free product samples (especially energy drinks) to people outside the stand is not permitted without prior written consent from Koelnmesse GmbH. Distributing product samples is only permitted in the stand area indicated on the permission form. Distribution outside the stand area is not permitted.

## 8 Marketing services (Marketing Package)

### 8.1 Scope of obligatory marketing services

Koelnmesse issues official trade fair media to accompany the events it hosts. The components of these media for main exhibitor, group organiser and group participant are as follows:

- Entry in the alphabetical list of exhibitors in all available fair media
- Display of the logo in the gamescom app
- Ten product group entries in the fair catalogue
- Unlimited number of product entries in the app and the online exhibitor search
- Inclusion and activation for gamescom Matchmaking365
- Activation for the gamescom Schedule Organiser Online

The components of these media for co-exhibitor and other represented companies are as follows:

- Entry in the alphabetical list of exhibitors in all available fair media
- Display of the logo in the gamescom app
- Ten product group entries in the fair catalogue
- Unlimited number of product groups in the app and the online exhibitor search

### 8.2 Costs for obligatory marketing services (Marketing Package)

Use of the marketing services listed under Item 8.1 is mandatory for all represented companies, co-exhibitors and other companies represented companies and costs:

260.00 Euro per main exhibitor, group organiser and group participant  
250.00 Euro per co-exhibitor and other represented companies



Our official contractual partners will provide you with all order information and documents for the marketing services. Please note that your company's participation requires Koelnmesse's approval. Therefore this approval is also a prerequisite for any offers or order confirmations.

If an exhibitor still has not submitted an order to the official contract partners by the editorial and advertising deadline, the exhibitor's particulars shall be added to the official fair media, subject to charge, on the basis of the information provided on Registration Form 1.10, 1.20, 1.21, 1.12 or 1.13. Where possible, registrations and orders received later will also be included in the official fair media. If Koelnmesse receives orders and registrations later than the official editorial and advertising deadline, Koelnmesse shall accept no guarantee for provision of any marketing services. In such cases, there shall be no claims recognised, regardless of their nature, but particularly claims for reductions in cost for inclusion in the official media, or claims for damages.

### 8.3 Responsibility/release of Koelnmesse from liability

Official fair media are published by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany, which in turn shall be entitled to commission another company with concrete execution and with advertisements. The advertiser shall be responsible for the content of advertisements and entries, and for any damages resulting therefrom. Koelnmesse does not accept responsibility for printing errors, incorrect placement, errors and omissions or faulty printing.

### 8.4 Sub-license gamescom brands

Koelnmesse hereby grants the exhibitor (sub-licensee), for the duration of the contract until the end of the event in accordance with section 1.1, a simple (non-exclusive) sub-license that is not transferable or sub-licensable to affiliated companies (§§ 15 AktG) or co-exhibitors, to use the gamescom trademarks in accordance with this clause 8.3 in any media (especially online, TV, print - but, for clarification, not the registration of own domains using the gamescom brands) to indicate their own participation in the event and their own exhibition stand. Any other use, in particular for marking, distribution, advertising or other reference to specific products, websites, platforms, online shops or services of the exhibitor or the registration of domains using the gamescom trademarks is not covered by this sublicense and requires one separate written license agreement with the brand owner game. Every time the gamescom brands are used, the Style Guide must be followed in the current version at the time of use. Violations of the above provisions (including provisions of the applicable Style Guide) entitle Koelnmesse to terminate this sublicense without notice. Other rights and claims of Koelnmesse and its licensor game remain unaffected.

## 9 Non-permissible advertising/ violations of the Conditions of Participation

### 9.1

In order to ensure that the overall character of the event is safeguarded and the exhibitors and visitors are protected from irritating or illegal activities, in particular the following advertising measures are forbidden:

- Exceeding the binding specified booth height
- Advertising activities outside the rented stand area without the prior written permission of Koelnmesse
- Advertising of an ideological or political nature

The exhibitor bears responsibility for the legality of competitions, raffles etc.

### 9.2

Severe infringements of the Conditions of Participation give Koelnmesse the right to immediately shut down and clear the exhibitor's stand without having to request a court order. Claims of whatever kind, and in particular claims for damages, are excluded in such cases.

## 10 „Infoscout" — Information service for visitors

Your contact information as provided on form 1.10, as well as your registered product groups, will be made available at the information stands in the halls for interested visitors during the event. Furthermore, with Koelnmesse's electronic information system Infoscout you can publish vacancies for Commercial representations.

You can use form Z.03 to specify this offer according to products, countries or regions. Exhibitors and visitors can use Infoscout free of charge.

## 11 Requirement for a written document

All explanations must be specified in writing.

## 12 Severability clause

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions. Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

## 13 General Conditions of Participation, Technical Guidelines

The stipulations of the General Conditions of Participation and the Technical Guidelines are not affected.

## 14 Volume

The surrounding stands may not be disadvantaged by shows and events. Loudspeakers must be aimed towards the interior of the stand. In contrast to the specifications in the Technical Guidelines of Koelnmesse, a maximum noise level of 95 db(A) will be permitted in the entertainment area and in the event level at gamescom. This value may not be exceeded in any location that is accessible to the public.

As well as the aforementioned levels to be complied with, which serve to protect the audience, Koelnmesse GmbH retains the right to demand the following binding control of the bass output. The settings of the public address system may not exceed the following difference in the vicinity of the trade fair stands (stand border):  $LCF_{eq} - LCF_{eq} = 20 \text{ dB}$  In the case that this threshold value is exceeded, the bass output must be reduced.

The exhibitors must ensure that their stages/event areas are checked by trained staff with respect to volume; any costs arising from these activities are to be met by the exhibitor. Checks to ensure conformity with the regulations regarding volume will be carried out at regular intervals during the trade fair. In the event of failure to comply with these volume regulations, Koelnmesse may take action ranging from issuing a formal warning to completely turning off the power supply.

During the event, the exhibitor is responsible for ensuring that the staff members employed at its stand adhere to all of the industrial safety laws and regulations. It is recommended that ear protection be used.

## 15 Audio power connections in the entertainment area

Please connect the sound systems in a separate circuit (audio-only circuit) and connect this circuit to the audio power supply. Please use the separate from to order the audio power supply.

## 16 Youth Protection Act

Upon admission, in accordance with the age on their photo ID/health insurance card with photo, the organizer (Koelnmesse) will provide visitors with three types of non-removable wristbands in colours corresponding to the colours of the respective USK stickers for ages 12 / 16 / 18 which support booth personnel in terms of age verification. Please note that the wristbands

will also be handed out on Tuesday and that age checks must also be carried out on Tuesday!

gamescom has an area open to the general public (about 90%) where booths are accessible to the whole family regardless of age. At gamescom, content up to and including USK 12 can be presented openly. There are some rules, however, that must be respected:

All game stations must be clearly labelled (recommendation: minimum 3.5 by 3.5 cm) with the appropriate USK symbol. USK has appropriate templates available for download at [www.usk.de/en/publisher](http://www.usk.de/en/publisher). Areas with games for 16- and 18-year-olds must also be clearly labelled as such near the entrance of the booth. **The USK does not provide any stickers!**

Content that is rated **USK 18** or **not rated by the USK** may be presented only in areas accessible to persons aged 18 years and above. The exhibitor must guarantee that access checks will be conducted by booth personnel. Screens/ displays must be positioned in such a way as to prevent younger audiences from watching.

Content classified **USK 16** can be placed within an open booth but in a manner that ensures that the monitors/displays can be seen only by the active player or players, thus preventing younger audiences from 'watching'.

In the case of displays featuring **USK 12**-rated content, exhibitors must also ensure that younger visitors cannot actively play the games by themselves, although they are allowed to watch.

Content labelled **USK 0** and **USK 6** can be made accessible to all audiences without restrictions.

Compliance with all youth protection regulations can be achieved through the use of privacy screens. Access control is, of course, still necessary.

The competent authorities (the City of Cologne) will thoroughly monitor compliance with the German Children and Young Persons Protection Act (JuSchG) at the fair and take the appropriate legal actions in the event of violations of the law. Any violations will be punished by closing the trade fair booth of the responsible company and can result in substantial fines.

## 17 Lighting

The hall lighting in hall 5.1, 6 –10.1 will be completely switched off during gamescom. The exhibitors themselves are responsible for the lighting of their stands. The stand's lighting must be aimed at the exhibitor's own stand and may not affect the aisles or neighbouring stands. Necessary corridor and safety lighting is excluded.

The use of a laser must be registered with the Event Technology and Implementation Department at least six weeks before the start of build up. Please observe item 5.10.3 of the Koelnmesse Technical Guidelines.

## 18 Fog, smoke machines, CO<sup>2</sup>, laser and liquid nitrogen

Special activities such as the use of fog, smoke machines, CO<sup>2</sup>, laser and liquid nitrogen must be notified to Koelnmesse (Event Technology and Implementation) six weeks before the start of build up in order to agree on any additional requirements. This type of special activity is not permitted in the business area.