

# Exhibition Terms and Conditions

## Medical Tourism Segment

ITB Berlin 2021

### 1. Event and Organizer

ITB Berlin is organized by Messe Berlin GmbH, on the Berlin ExpoCenter City and at CityCube Berlin

### 2. Dates and Times

- a) **Duration of ITB Berlin 2021:** Wednesday, 10 March – Sunday, 14 March 2021
- b) **The following halls have different operating hours:**  
eTravel & Travel Technology, Career Center and Hall 9:  
Wednesday 10 March to Saturday 13 March 2021
- c) **Daily opening hours:** 10 am – 6 pm  
(for exhibitors: 8 am – 7 pm)
- d) **Deadline for application:** 1 October 2020
- e) **Deadline for submission of building plans:** 15 January 2021
- f) **Stand construction:** from 3 March 2021, daily from 7 am – 10 pm
- g) **End of stand construction:**  
9 March 2021, 10 am (construction)  
9 March 2021, 10 pm (decorative)
- h) **Dismantling starting:**  
14 March 2021, 6 - 10 pm  
from 15 March 2021, daily 7 am - 10 pm
- i) **Dismantling ends:**  
18 March 2021, 10 pm

We reserve the right to make alterations to this schedule. Please note any subsequent updates.

### 3. Application

Applications can only be made with the official stand application forms. Applicants are requested to fill in the forms carefully, preferably typed. Receipt of the application form does not imply any subsequent entitlement to participate in the exhibition.

Applications received after the registration deadline will only be considered if there are remaining spaces available.

### 4. Stand Rental

Minimum stand size: 12 sqm. (s. Construction attachment)

12 sqm prefixed stand incl. Booth construction

**4,995.00 EUR**

18 sqm prefixed stand incl. Booth construction

**9,500.00 EUR**

The rental includes: heating, hall lighting, hall supervision, cleaning of gangways, as well as electricity and water consumption.

In accordance with the agreements reached with the Confederation of German Trade Fair and Exhibition Industries (AUMA) an additional amount of 0.60 EUR per m<sup>2</sup> of exhibition area will be charged.

<https://www.auma.de/en>

**Compulsory surcharge for Media package services** (See Media Package Attachment). Main exhibitors: 235.00 EUR.

All of the prices mentioned here are subject to German value-added tax (VAT).

### 5. Cancellation

5.1 By derogation from to Section 8.1 first sentence of the General Terms and Conditions of Business for trade fairs and exhibitions at Messe Berlin, the following rates will be gradually calculated: The cancellation of participation or reduction of the rented stand space up to and including November 30, 2020 is free of charge. In the event of a cancellation between December 1, 2020 and December 31, 2020, in case of cancellation of participation or a reduction in the rented stand space, only 50% of the stand rent must be paid. From January 1, 2021, in case of cancellation of participation or non-participation in the event or reduction of the rented stand space, the full stand rent must be paid.

5.2 In addition to Section 8.1 second sentence of the General Terms and Conditions for Trade Fairs and Exhibitions at Messe Berlin, the following applies to the reduction in the rented stand space: If the exhibitor reduces his rented stand space, Messe Berlin is entitled to otherwise dispose of the stand space not used by the exhibitor. If Messe Berlin succeeds in remunerating the unused stand space to another exhibitor whom Messe Berlin would otherwise not have placed on another stand space, the exhibitor not using the stand space has to pay 25% of the stand rent that is attributable to the stand space not used but passed on. If the unused stand space cannot be allocated or can only be partially remunerated to an exhibitor whom Messe Berlin would otherwise not have placed on another stand space, the exhibitor not using the stand space has to pay 50% or 100% of the stand rental which is attributable to the stand space not used and not passed on and in accordance with the previous Section 5.1 of the Exhibition Terms and Conditions of ITB Berlin 2021. Messe Berlin is not obliged to accept a replacement exhibitor provided by the exhibitor.

5.3 Otherwise applies Section 8.1 of the General Terms and Conditions for Fairs and Exhibitions by Messe Berlin, in particular the exhibitor reserves the right to prove that Messe Berlin did not incur these costs or did not incur in these amounts. We reserve the right to assert further claims.

5.4 If the exhibitor's participation is canceled due to official travel restrictions in the country of origin or in Germany, which make impossible the entry into Germany and / or within Germany for the purpose of taking part in the event or are unreasonable for the exhibitor, the exhibitor is exempt from paying the stand rental fee. Unreasonableness is assumed when the return to the land of origin is either impossible or would be combined with a quarantine of more than 7 days after the return or when the entry into Germany or travel within Germany to the event location

would demand a quarantine of more than 7 days. This does not apply if the quarantine / travel restriction can be avoided by reasonable measures such as molecular biological tests (PCR tests) or vaccinations. Travel restrictions in the land of origin must be proven with appropriate official documents to Messe Berlin.

### 6. Terms of payment

The period of payment of the stand rental cost is specified in the down payment invoice (100% of the stand rental) and on the final invoice.

Please quote invoice number and customer number. All payments should be made to one of the accounts indicated on the invoice.

If the exhibitor wants to be exempted from the VAT payment, it should submit the VAT form (S. VAT Form Attachment) contained in the Stand registration together with the stand application, and additionally a Business Certificate in English for companies outside the EU. If the exhibitor submits the documents after the invoice has been set, and the invoice must be adjusted, Messe Berlin charges a EUR 50.00 invoice cancellation fee, which must be paid together with the invoice.

The above mentioned invoice cancellation fee in the amount of EUR 50.00 is also to be paid by the exhibitor, in case of any change in the billing drawee at the request of the exhibitor, upon receipt of the invoice.

### 7. Regulations Governing Halls and Indoor Places

a) **Night work ban**  
During the set up and dismantling phase, there is a general night work ban, which means that after 10 pm it is forbidden to raise and / or dismantle it. If you need to raise and / or dismantle after 10 pm, you have to apply for it with the appropriate form from the BECO-Webshop and have it approved by Messe Berlin.

b) **Early stand set-up**  
The construction of the stands may only happen from 3 March 2021 from 7 am on. If an early stand set up is needed, this must be requested with the corresponding formulary and approved by Messe Berlin.

An early stand set-up is allowed only for stands from 50 m<sup>2</sup> on. A fee of 5.00 EUR per m<sup>2</sup> and for each day is charged for an early stand set-up. After having sent the appropriate form, authorization is granted if the respective hall is available.

c) **Construction heights and stand construction**

The maximum permitted height of any structure, including the upper edge of suspensions and fascias, for stand areas up to 50 m is +5.00m, and +6.00m for stand areas 50 m<sup>2</sup> to 200 m<sup>2</sup> in all halls (see below for exceptions). Approval may be given for higher structures in individual cases, for exhibitors renting

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an entire hall or in the case of rental areas bigger than 200 m<sup>2</sup>.

Exceptions: For exhibitors in halls 8.1, 10.1 and 11.1, there is a binding height restriction of 3.60m for all structures. A height restriction of 4.00m also applies in areas of halls 14.1 and 15.1. In halls 1.1, 2.1, 3.1 and 4.1 the construction height is restricted to 5.50m, in some cases even to 5.00m.

Furthermore, the stand construction regulations of Messe Berlin GmbH are also applicable.

### d) Minimum equipment of the stand

The minimum equipment of the stand are floor covering as well as partition walls to your neighboring stands and rear wall. The floor covering must be laid in such a way that accidents are prevented. They may not exceed beyond the boundaries of the stand. The partition walls of a stand above +2.50m, directly bordering an adjacent stand, must have a neutral, smooth white finish, which is structurally stable, has no visible gaps and bears no advertising message of any kind whatsoever. Therefore please see point 4.7.4 and 4.7.6 of our Technical Guidelines.

### e) Hygiene and security measures

We hereby draw your attention that you, as an exhibitor, are obliged to inform yourself about the currently applicable regulations, laws, ordinances and other decrees, which were issued in connection with the containment of SARS-CoV-2, in advance of participating in the ITB Berlin, to inform and adhere to it. In addition, you are obliged to observe the hygiene and safety measures issued by Messe Berlin, which are available for inspection at <https://www.messe-berlin.de/en/Visitors/AllgemeinInformat ionen/>. You have to make sure that the third parties commissioned by you are informed about the regulations and measures to be observed and abide by them. You are also responsible for complying with the applicable hygiene and protection regulations on your exhibition stand. Messe Berlin reserves the right to exclude those affected from participating in the event in the event of any violations of the provisions on containing SARS-CoV-2 and / or non-compliance with hygiene and safety measures.

### f) The direct sale of food, drinks, typical souvenir at ITB Berlin is not permitted.

For the provision of food and drink (including tasting) at the exhibition stands, the exhibitor must strictly comply with the legal requirements, in particular the law on restaurants and the veterinary and food supervisory authority. For the serving of alcohol at stands, the exhibitor is responsible for applying for a restaurant permit (permission at the Berlin Arbitration Office Charlottenburg - Wilmersdorf, Hohenzollerndamm 174-177, 10713

Berlin. [https://www.berlin.de/ba-charlottenburg-wilmersdorf/service/formulare/mbd-antrag\\_\\_12\\_gastg\\_gestattung\\_\\_wi52\\_3.pdf](https://www.berlin.de/ba-charlottenburg-wilmersdorf/service/formulare/mbd-antrag__12_gastg_gestattung__wi52_3.pdf)

g) **Music and folklore performances** are only permitted on Saturday and Sunday at the ITB Berlin and only if neither stand neighbors are being harassed nor public access are blocked. The performances must be agreed with the stand next to and held at a moderate volume. Stand volume should not exceed an averaging level of 70 db (A) at the stand boundaries. Messe Berlin is entitled to prohibit music and folklore performances at any time and with immediate effect in case of violations of copyrights.

h) **Radio frequency and radio plant** Operation of high frequency, radio equipment and other transmitters for intended purposes needs to be submitted for approval by the Federal Network Agency for Electricity, Gas, Telecommunication, Post and Railway. Berlin office: Seidelstraße 49, 13405 Berlin [www.bundesnetzagentur.de](http://www.bundesnetzagentur.de). Preferred frequency assignment used by the eventrelated transmission technology is listed in the technical guidelines of Messe Berlin under point 5.11.

i) **All events at the stand** must be registered and authorized using the appropriate form from the BECO-webshop **until 31 January 2021**. Events at the stand are allowed from 10 am – 6 pm.

There is no entitlement to holding events at the stand.

If approved, events at the stands are permitted from 10 a.m. to 6 p.m.

Evening events on the stand can be permitted in exceptional cases from 6 p.m. to 10 p.m. after approval by the fair management and the appropriate form with a cost from the BECO-webshop.

j) Handouts of a political nature may not be distributed in any form. Moreover, the design and decoration of the stands must be free from any kind of political statement.

k) It is forbidden to attach posters and other materials or any projection on any walls or floor surfaces outside the hired stand.

l) When possible, requests by exhibitors for parking space on the exhibition grounds will be taken into consideration if possible; rights to a parking space proper or a certain parking space do not exist. Parking spaces are to be charged, the parking passes can be ordered via the BECO-Webshop.

m) During the construction- and dismantling period, as well as during the fair, the regulations of the Traffic Guide will be applied for authorized traffic on the fairground. The Traffic guide for ITB Berlin 2021 is available from February

2021 on via <https://www.itb-berlin.de/en/ExtraPages/DownloadCenter/>

n) Exhibitors and accompanying persons are required to leave the halls not later than one hour after the fair closes. Everyone leaving the exhibition grounds with a parcel is required to show the parcel's origin to the exit guards.

o) Animals are not allowed onto the exhibition grounds.

p) Contrary to point 2.a of the Exhibition Terms and Conditions, Halls for the segments eTravel & Travel Technology, Career Center and Hall 9 will be closed at 6 pm on Saturday evening, 13 March 2021. The constructive dismantling of the stand is only allowed to after the official opening hours of the entire fair, i.e. after 6 pm on Sunday.

q) The stand dismantling is in accordance with paragraph 2.g) of these conditions of participation on Sunday, March 14, 2021, earliest from 6 pm to make. Becomes started dismantling early, Messe Berlin is entitled to charge a fee, depending on the size of the stand, from EUR 1,000 on (Point 5. Stand staff of the stand registration form) and will be booked with the final invoice.

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### 8. Power and water connections

If power and/or water connections are needed, please order these fee-based services in the web shop.

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### 9. Exhibitor Passes

Exhibitors are entitled to the following included passes, if not explicitly booked otherwise: up to 20 m<sup>2</sup> of rental space 3 passes and for every additional 10 m<sup>2</sup> 1 additional pass. Exhibitors will receive passes for stand set-up and dismantling staff as required in the BECO-Webshop.

Additional permanent exhibitor passes may be purchased directly at the web shop.

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### 10. Admission for exhibitors

a) Trade visitor passes provide access to the ITB Berlin Exhibition Ground during the duration of the event from 9.30 am – 6 pm.

b) Exhibitor passes allow access to the ITB Berlin Exhibition Ground during the duration of the event from 8.30 am – 7 pm and from 7 am - 10 pm during the construction and dismantling period.

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### 11. Change of the company's legal form

The lessee is obligated to notify the lessor immediately about any change in the form of the company (e.g. merger, change of corporate form), even if the change only affects the legal form, with no transfer of assets.

The obligation to provide such information also applies to links between companies and

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structural changes to the company's legal form (changes in holdings resulting from the inclusion or withdrawal of shareholders as well as the changes to the lessee's holdings in other companies which have or had a contractual relationship with Messe Berlin etc.)

In the above cases the lessor is entitled to withdraw from the rental agreement with immediate effect. Any down payments made up to that time will be reimbursed.

Any claims for damages by the lessee will be excluded, regardless of their legal basis.

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### 12. GEMA (performing rights society) fees

Permission must be obtained from GEMA for all public presentations of copyrighted music, either on records or other sound carriers or for musical presentations involving the reproduction of radio or television broadcasts.

Applications should be sent to: GEMA, Bezirksdirektion Stuttgart Herdweg 63, 70174 Stuttgart Email: messe@gema.de Tel: +49 711 2252 794 Fax: +49 711 21292 800 or +49 30 2129 2795

Further information on registering for music use at trade shows at GEMA can be found at: [www.gema.de/en](http://www.gema.de/en)

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### 13. Terms of Business

The enclosed Regulations contained at the BECO-webshop apply to these Special Conditions of Participation as well as the General terms of Business for trade fairs and exhibitions by Messe Berlin GmbH.

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### 14. Booth-construction

If you are interested in an offer for a rental system stand and/or an individual stand construction please contact:

MB Capital Services GmbH  
[www.mb-capital-services.de/en](http://www.mb-capital-services.de/en)

Thüringer Allee 12  
14052 Berlin, Germany  
Tel: +49 30 3067 2015  
Fax: +49 30 3067 2058  
Email: [info@mb-capital-services.de](mailto:info@mb-capital-services.de)

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### 15. Media Package Service

The Messe Berlin GmbH Media Package is offered to all exhibitors:

It contains selected marketing tools designed to enhance exhibitors' participation in ITB and optimize their results.

The costs of the Media Package are borne by exhibitors and co-exhibitors via a mandatory flat-rate contribution which is billed to each organization renting a stand. (See Media Package Attachment)

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### 16. Participation conditions

Delivery of registration form(s) alone does not entitle the applicant to participation. The organiser reserves the right to refuse

applications without further explanation. Messe Berlin determines the approval or refusal of applications.

Space allocation and stand sizes are determined in accordance with the trade show theme and the given spatial resources. However, the wishes of exhibitors will be taken into consideration as much as possible. The date on which formal application is received is not a decisive factor in this context.

The event management reserves the right to make changes in floor allocation to comply with unforeseen circumstances. Should this be the case, affected exhibitors will be allocated a comparable space to the greatest extent possible

The exhibitor is entitled to withdraw his registration within one week of the announcement of the new place.

Neither party shall have the right to compensation should this occur.