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# A SPECIAL CONDITIONS OF PARTICIPATION SPORTSINNOVATION 2022

## 1 Organiser

D.LIVE GmbH & Co. KG  
Arena-Strasse 1, D-40474 Düsseldorf  
Telephone: +49 211 15 98 - 12 00  
Internet: www.d-live.de

## 2 Title of the event

SportsInnovation 2022  
Experience the future of  
SPORT-MEDIA-STADIUM

## 3 Ideal sponsor

DFL Deutsche Fußball Liga GmbH  
Guillettstraße 44-46, D-60325 Frankfurt  
in cooperation with:  
SPORTCAST GmbH  
Kaltenbornweg 2, D-50679 Cologne

## 4 Sales partner

Spielmacher GmbH  
Zimmerstraße 43, D-22085 Hamburg

## 5 Venue

Düsseldorf, MERKUR SPIEL-Arena  
Arena-Straße 1, D-40474 Düsseldorf

## 6 Duration, opening times and dates

Start of the allocation of area:  
01.12.2021  
Set-up time:  
09.05.2022, 07:00 - 11.05.2022, 07:00  
Duration:  
11.05. - 12.05.2022  
Opening times:  
from 10:00 to 18:00 Registration from 8.30  
Dismantling time:  
12.05.2022, 19:00 - 13.05.2022, 16:00

## 7 Product offer

The offer includes only products and services for SportsInnovation.  
Main structure of the offer

- Broadcasting**
  - Live Broadcasting technologies: Video, audio, special cameras, virtual reality
  - Signal processing: Graphics, animation, data integration, post-production
  - Signal transmission: Satellite transmission, fibre optic networks, IP networks
  - Media Asset Management systems (MAM)
- Stadium experience**
  - Fan entertainment: Entertainment hardware and software, WiFi networks, applications, stadium lighting
  - Physical and virtual advertising media
  - Ticketing, payment systems
  - Security & technology
  - Sports facilities

- Match analysis**
  - Data collection, data processing and data visualisation
  - Electronic performance and recording systems
  - (Scientific) evaluation of, among other things, performance, position and vital data
- Matches & competition**
  - Platforms & applications
  - OTT & Second screen solutions
  - Streaming solutions
  - Cloud-based micro-services
  - E-Sports
- Digital services**

## 8 Participation fees and other fees

The following net participation fees have been established for SportsInnovation 2022.

Diamond (40+ m <sup>2</sup> )	€ 110,000.00
Platinum (30m <sup>2</sup> )	€ 55,000.00
Gold Plus (20m <sup>2</sup> )	€ 30,000.00
Gold (10m <sup>2</sup> )	€ 15,000.00
All-inclusive stand (6m <sup>2</sup> )	€ 10,000.00
1on1 meeting area: 30 min credit	€ 100.00
1on1 meeting area: 60 min credit	€ 175.00

Exhibitors pay 100% of the expected costs according to the payment deadline after receipt of the invoice.

The participation fee and all other fees are calculated in Euro and are net prices, i.e. without sales tax and/or other consumption or service taxes.

If such taxes are due as a result of the services, they are due in addition to the agreed price. The exhibitor is not entitled to reduce payments to D.LIVE GmbH & Co. KG by current or future taxes (including any withholding tax), levies and/or fees. If and to the extent that the exhibitor is legally obliged to withhold and pay such taxes on behalf of D.LIVE GmbH & Co. KG, this withholding shall be borne by the exhibitor.

The exhibitor shall ensure the contractually agreed payment of the participation fees and other fees on the due date and shall pay the required charges on its own account on behalf of D.LIVE GmbH & Co. KG to the requesting authority within the legally prescribed period. The exhibitor shall forward the certificate of payment issued by the authority to D.LIVE GmbH & Co. KG within one week of receipt of the certificate.

## 9 Exhibitor passes/crew passes

Exhibitor passes are intended exclusively for the exhibitors, their stand personnel and stand representatives. In the event of misuse, the card will be confiscated without replacement.

The number of exhibitor passes depends on the type of package. Additional exhibitor passes can be ordered from D.LIVE GmbH & Co. KG in due course.

The following applies to crew ID cards: No own representation and presentation possibility, only technical assistance (service provider) for exhibitors. In the event of misuse, the card will be confiscated without replacement.

Additional crew passes can also be ordered from D.LIVE GmbH & Co. KG in due course.

The law of the Federal Republic of Germany shall apply.  
The German text is binding.

Düsseldorf, December 2021  
D.LIVE GmbH & Co. KG

## **B** GENERAL CONDITIONS OF PARTICIPATION

### **1** Registration

Registration must be completed on the form provided for the event, acknowledging these conditions of participation, the valid price lists, any special conditions of participation and the technical guidelines that will be issued later, signed and sent in a legally binding manner to

Spielmacher GmbH  
Zimmerstraße 43, D-22085 Hamburg

By signing, the exhibitor accepts the Conditions of participation in Sports-Innovation 2022.

Brochures and production descriptions are to be submitted on request for precise presentation.

Special position requests, which are taken into account when booking the "premium select" and subject to availability, do not constitute a condition for participation. An exclusion of competition is not granted.

Registration is binding, regardless of admission by D.LIVE GmbH & Co. KG GmbH.

The registration is completed and binding upon receipt by Spielmacher GmbH. We expressly refer to the data protection regulations of D.LIVE GmbH & Co. KG GmbH Düsseldorf (see [www.sportsInnovation.de](http://www.sportsInnovation.de)).

**Beginning of the allocation of area, see Point 5 of Part A, Special conditions of participation.**

Registrations received after this date may be placed on the waiting list if the respective areas are overbooked.

The VAT ID number to be provided by the applicant (for applicants from the EU) or proof of the company certificate (for applicants from non-EU countries) is used for the VAT allocation of the applicant. The applicant assures the correctness and validity of the VAT ID number or the company certificate and the assignment to its entrepreneurial field. It is obliged to notify D.LIVE GmbH & Co. KG of any changes in this regard immediately. The VAT ID number or company certificate is used by the applicant for its participation in the event, it is also used for all other transactions between the applicant and D.LIVE GmbH & Co. KG.

### **2** Admission

The exhibitors of SportsInnovation are the manufacturers of the exhibits. Trading companies can only be admitted if they can provide evidence regarding the products and services presented at the trade fair that they alone are authorised to show and sell them to the exclusion of the manufacturer. This is intended to prevent duplicated occupations with products from the same manufacturer. Only exhibitors whose registered products and services correspond to what is on offer at the event and who meet the requirements of Section 1 are admitted. D.LIVE GmbH & Co. KG decides on the eligibility of exhibitors and exhibits, if necessary after consideration by the responsible committee. There is no legal entitlement to admission. Exhibitors who have not met their financial obligations with regard to D.LIVE GmbH & Co. KG or who have violated the conditions of participation, technical guidelines or legal provisions can be excluded from participation.

Admission as an exhibitor with the exhibits is confirmed in writing or electronically and is only valid for the exhibitor named therein.

The exhibitor will be provided with a plan showing the location of the area it has rented.

D.LIVE GmbH & Co. KG is entitled to revoke the admission if it was granted on the basis of false prerequisites or information or if the admission requirements are no longer met.

If the circumstances make it absolutely necessary, D.LIVE GmbH & Co. KG can allocate a place, deviating from the admission and taking into account the reasonableness for the exhibitor, in a different location or slightly change the size of the rented area by explaining the reasons. It reserves the right to relocate the entrances and exits to the event location as well as the passageways.

### **3** Terms of payment

The invoice for participation will be sent to the exhibitor after receipt of the sponsorship contract. The invoice will be sent to the exhibitor electronically (email with a PDF attachment) in non-encrypted form to the email address provided by the exhibitor. The exhibitor has received the invoice when the email reaches its sphere of influence (email account with the Internet provider). The exhibitor shall ensure that the incoming mail is checked regularly and that the technical requirements for receiving the email are always met. Should the email address to be used by the exhibitor change, it shall notify D.LIVE GmbH & Co. KG of this immediately. If D.LIVE GmbH & Co. KG suffers damage due to missing or inadequate technical requirements and/or due to non-communication of a new email address, the exhibitor of D.LIVE GmbH & Co. KG GmbH is obliged to provide compensation. Complaints must be made in writing immediately after receipt of the invoice. Subsequent objections will no longer be accepted.

All participation invoices issued by D.LIVE GmbH & Co. KG are due immediately on the invoice date without deduction. Invoices for other services or deliveries that are ordered separately are due on the invoice date, i.e. usually before the start of the event, but no later than the service and delivery date.

If invoices are sent to a third party on the exhibitor's instructions, the exhibitor remains the debtor.

Any bank and money transfer costs must be calculated in full by the exhibitor and added to the participation fee. Money orders, cheques and drafts are not accepted. Only the unconditional credit to one of the accounts of D.LIVE GmbH & Co. KG counts as payment with the specification of the invoice number and reference to the event to:

Stadtsparkasse Düsseldorf  
IBAN: DE24 3005 0110 0010 1762 46  
BIC CODE: DUSSEDE33XXX

Tax No. 105/5904/2880  
VAT No. DE224573187

If the exhibitor fails to meet the payment deadlines (also because the area has not been paid for in full), D.LIVE GmbH & Co. KG can declare termination with regard to the entire admitted area and dispose of it in other ways. With regard to the reimbursement of costs, No. 5 of the conditions applies. For all unfulfilled obligations, D.LIVE GmbH & Co. KG can retain the stand equipment and exhibition goods brought in by the exhibitors on the basis of the right of lien. § 562a sentence 2 of the German Civil Code does not apply unless there is already sufficient security. If payment is not made within the set period, D.LIVE GmbH & Co. KG can sell the retained items privately after written notification. D.LIVE GmbH & Co. KG is only liable for damage and/or loss of the pledged goods in the event of intent or gross negligence.

#### 4 Co-exhibitors and joint stands

Without the approval of D.LIVE GmbH & Co. KG, it is not permitted to hand over an assigned rented area or parts thereof to third parties for a fee or without remuneration. Goods or companies that are not named in the admission may not be advertised on the stand.

The lessee must apply in writing to D.LIVE GmbH & Co. KG for the inclusion of a co-exhibitor. The co-exhibitor is subject to the same conditions as the main exhibitor. The acceptance of a co-exhibitor without the consent of D.LIVE GmbH & Co. KG GmbH entitles D.LIVE GmbH & Co. KG to terminate the contract with the main exhibitor without notice and to have the stand cleared at its expense. In this respect, the exhibitor waives the rights of unlawful interference. The main exhibitor is not entitled to claims for damages. Co-exhibitors are all exhibitors who exhibit or appear on the stand alongside the main exhibitor. They are also considered co-exhibitors if they have close economic or organisational ties to the main exhibitor. Company representatives are not admitted as co-exhibitors. Additionally represented manufacturers are those whose products are sold on the stand by the exhibitor without the manufacturer itself being present. Manufacturers of devices, machines or other products that are required to demonstrate the goods offered by an exhibitor and are not offered are not considered co-exhibitors. Due to the entry conditions, co-exhibitors can be included in the catalogue with their full address, provided that the fees have been paid and the documents are submitted on time. Otherwise, all provisions apply to every exhibitor.

#### 5 Withdrawal and non-participation

After admission, withdrawal or reduction of the rented area by the exhibitor is no longer possible. The entire participation fee and the services actually rendered must be paid. The exchange of unoccupied areas by D.LIVE GmbH & Co. KG to maintain the overall visual appearance does not release the exhibitor from its payment obligation.

The resignation and non-participation of the main exhibitor also leads to the exclusion and revocation of the admission of the co-exhibitor or additionally represented company. If the opening of judicial insolvency proceedings against the assets of the exhibitor/co-exhibitor is applied for or such an application is rejected due to lack of assets, D.LIVE GmbH & Co. KG is entitled to terminate the contract without notice. The exhibitor must immediately inform D.LIVE GmbH & Co. KG of the application for the procedure. The above paragraphs apply accordingly to the payment obligations.

If the planned event cannot be held as a result of a general decree, a prohibition ordinance, an official order that includes the period of the event date, or for reasons on the part of the organiser, both parties are entitled to withdraw from the contract in accordance with force majeure. In the event of withdrawal, the contracting parties are released from their performance obligations.

#### 6 Exhibition goods, sales regulations

Products or services that are not included in the admission under Part A Special conditions of participation Item 6, may not be exhibited or offered. Goods that are not permitted can be removed by D.LIVE GmbH & Co. KG at the expense of the exhibitor. The operation and presentation of the exhibits is only possible within the framework of the approved standards. A possible marking with the "CE" sign is pointed out.

Products and exhibits with highly flammable contents are only permitted on the stand area to the extent approved by D.LIVE GmbH & Co. KG.

Each exhibitor may only accept, sell and distribute orders for the goods and services listed in the admission. Exhibited goods may only be delivered or removed from the stand after the end of the event. Otherwise, the statutory provisions (in particular the right to display prices) must be observed.

For the sale and exhibition of certain products e.g. pharmaceuticals, the special legal requirements in the Federal Republic of Germany must be observed.

#### 7 Catalogue / electronic media

D.LIVE GmbH & Co. KG publishes the list of exhibitors. This appears in print and in electronic form on the Internet and, during the term, possibly in the form of an app.

The exhibitor (contractual partner) is listed in the brochure with name, description and stand number. The exhibitor is also mentioned in the flyer by name and stand number. All exhibitors are represented on the website with a logo. There are also other paid marketing options available. Exhibitors will be informed in detail about these additional options in good time by D.LIVE GmbH & Co. KG GmbH or an authorised third party.

Compensation for incorrect, incomplete, non-existent entries or, in particular, entries that have not been included or removed due to indications of the presence of malware is excluded. The client is responsible for the content of entries and any resulting damage.

#### 8 Advertising in the event area

Exhibits, printed matter and advertising material may only be displayed within the rented area. Possibilities and limits of the advertising appearance outside the rented area in the rest of the event area are to be agreed individually with the organiser. This serves in particular to enable D.LIVE GmbH & Co. KG to fulfil its contractual obligations towards sponsors of SportsInnovation. With regard to outdoor advertising, reference is made to the range of services offered by D.LIVE GmbH & Co. KG. Only trade fair-related advertising measures by exhibitors which do not violate legal provisions or morality or are of an ideological or political nature are permissible. Certain comparative and superlative advertising is illegal in Germany.

D.LIVE GmbH & Co. KG is entitled to prohibit the issue and display of advertising material that could give rise to complaints and to secure existing stocks of this advertising material for the duration of the event.

Optical, moving and acoustic advertising media and product presentations are permitted as long as they do not disturb the neighbours and do not drown out the paging system in the event area. D.LIVE GmbH & Co. KG can intervene in the event of violations of this regulation and request changes. In addition, the licence for musical reproductions of all kinds may be required from

GEMA  
General Directorate Berlin  
Bayreuther Strasse 37, D-10787 Berlin  
PO Box 30 12 40, D-10722 Berlin  
Tel. +49 30 21245-00  
Tel. +49 30 21245-950  
Fax +49 30 21245-950  
Email: gema@gema.de  
General Directorate Munich  
Rosenheimer Strasse 11, D-81667 Munich  
PO Box 80 07 67, D-81607 Munich  
Tel. +49 89 48003-00  
Tel. +49 89 48003-969  
Fax +49 89 48003-969  
Email: gema@gema.de

for a fee.

For the use of private radio and/or television programs as well as program material of broadcasters represented by VG Media, permission must be obtained from

Corint Media GmbH  
Lennéstrasse 5, D-10785 Berlin  
Tel. +49 30 206200-0  
Tel. +49 30 206200-33  
Fax: +49 30 206200-33  
Email: info@corint-media.com

Office Brussels  
Square de Meeûs 38/40, 1000 Brussels, Belgium  
Tel. +32 401 6884  
Tel. +32 401 6884  
Email: info@vgmedia.eu

The provisions of copyright must be observed.

## 9 Liability and insurance

D.LIVE GmbH & Co. KG has liability insurance with appropriate coverage for its legal liability. The general insurance conditions for liability insurance (AHB) apply. Liability insurance only covers damage to third parties. Furthermore, the insurance cover does not extend to venues and special events that are not carried out by D.LIVE GmbH & Co. KG.

The exhibitor must ensure adequate insurance cover for its own liability. The exhibitor is liable for damage to third parties that occurs while working for the exhibitor, as if it were its own fault.

## 10 Industrial property rights

The protection of inventions, samples and trademarks at trade fairs is based on the legal provisions applicable in Germany. There is no special trade fair protection. On the other hand, there is no exemption from the German regulations and the property rights of third parties that exist here. Patent applications should be submitted to the patent office before the start of the trade fair. Violations of all applicable legal provisions entitle D.LIVE GmbH & Co. KG to exclude the exhibitor from the event.

## 11 Operation of the rented areas

During the opening times of the event, the box or presentation area must be staffed with sufficient information staff and must be accessible to visitors. Externally rented areas may not be entered outside the daily trade fair opening times without the permission of the lessee. When operating the rented area, the statutory provisions and administrative regulations must be observed.

## 12 Set-up and design of the rented area

The technical guidelines applicable to the Merkur Spiel-Arena are part of the contract and apply equally to exhibitors and stand builders commissioned by them. They are available in the currently valid version on request. Subsequent changes are reserved and then become binding for the event. The relevant statutory provisions are binding for the exhibitor and its contractors.

## 13 Technical services

D.LIVE GmbH & Co. KG is responsible for the general heating, cooling and lighting of the event area.

The costs for the installation of technical services and telecommunications connections as well as the costs of consumption and all other services will be charged separately to the exhibitor (main exhibitor).

D.LIVE GmbH & Co. KG reserves the right to demand appropriate advance payments.

All installations may only be carried out by D.LIVE GmbH & Co. KG. Within the rented area, installations can also be carried out by other specialist companies, which must be named to D.LIVE GmbH & Co. KG on request. D.LIVE GmbH & Co. KG is entitled to check the installations, but is not obliged to do so.

The exhibitor is liable for any damage caused by the installations. Connections, machines and devices that are not approved, do not comply with the relevant regulations or whose consumption is higher than reported may be removed at the exhibitor's expense. The exhibitor is liable for all damage caused by uncontrolled consumption of energy. D.LIVE GmbH & Co. KG is only liable for losses and damage caused by disruptions to the energy supply in accordance with § 6 Ordinance on general conditions for the supply of electricity (AVBElt), § 18 Ordinance on low voltage connection (NAV) and § 6 Ordinance on the general conditions for the supply of water (AVBWasserV).

## 14 Disposal, cleaning

Exhibitors and their contractors are responsible for disposing of their rubbish/waste materials.

D.LIVE GmbH & Co. KG is responsible for cleaning the premises and the corridors. The cleaning of the rented area is the responsibility of the exhibitor and must be completed daily before the start of the event. If the exhibitor does not have its own staff clean the stand, only companies approved by D.LIVE GmbH & Co. KG may be commissioned to do the cleaning.

## 15 Security

D.LIVE GmbH & Co. KG is responsible for the general security of the event area during the event. There is general supervision during the set-up and dismantling times. The control begins on the first day of set-up and ends on the last day of dismantling. D.LIVE GmbH & Co. KG is entitled to carry out the measures required for control and security.

Exhibitors must organise security for their property themselves. The general security provided by D.LIVE GmbH & Co. KG does not limit the exclusion of liability for personal injury and damage to property. Special guards during the term may only be provided by the security company commissioned by D.LIVE GmbH & Co. KG.

## 16 Domiciliary rights

D.LIVE GmbH & Co. KG exercises domiciliary rights in the entire event area for the set-up, running and dismantling times of the event. D.LIVE GmbH & Co. KG is entitled to issue instructions. The regulations on domiciliary rights resulting from the technical guidelines and, if applicable, from the special conditions of participation must be observed in any case. Bringing animals into the event area and taking photos is not permitted. D.LIVE GmbH & Co. KG is entitled to have photographs, drawings and film recordings made of what is happening in the exhibition, the exhibition structures and stands and the items on display and to use them for advertising and press releases, without the exhibitor being able to object on any grounds. This also applies to recordings made directly by the press with the consent of D.LIVE GmbH & Co. KG.

## 17 Reservations

D.LIVE GmbH & Co. KG is entitled to postpone or cancel the trade fair if there are compelling reasons for which it is not responsible, taking into account the interests of the exhibitors.

In such justified exceptional cases, as in all cases of force majeure, exhibitors are entitled to withdraw from the contract and have the participation fee reimbursed.

## 18 Final provisions

All agreements, individual approvals and special regulations require at least the textual confirmation of D.LIVE GmbH & Co. KG. Insofar as admission letters contain the information that they were created by D.LIVE GmbH & Co. KG using EDP, they do not require any further form (signature). If the exhibitor is already registered with D.LIVE GmbH & Co. KG as a customer for the event and has a personal order number, the orders/offers are also valid if they are submitted electronically to D.LIVE GmbH & Co. KG specifying the order number.

All claims by exhibitors against D.LIVE GmbH & Co. KG, with the exception of liability due to intent, become time-barred within 6 months. The limitation period begins at the end of the month in which the closing day of the trade fair falls. The place of performance and place of jurisdiction for all mutual obligations is Düsseldorf or the place of jurisdiction is the registered office of the exhibitor at the discretion of D.LIVE GmbH & Co. KG GmbH. This also applies to claims arising from cheques or bills of exchange. If the exhibitor is unsuccessful, the losing party shall bear the costs of the proceedings and the necessary legal representation.

## 19 Severability clause

Should a provision of this contract be or become invalid in whole or in part, or should a gap be found in this contract, the validity of the remainder of the contract shall not be affected thereby. Instead of the invalid provision and to fill in gaps, an appropriate regulation shall apply which, as far as legally possible, comes closest to what the contracting parties wanted or would have wanted according to the meaning and purpose of the contract, provided they had considered the point.

If the invalidity of a provision is based on a measure of performance or time (deadline or date) specified in it, the legally permissible measure that comes closest to the provision shall take its place.

The law of the Federal Republic of Germany shall apply.

In the event of a conflict, the provisions of the Special conditions of participation take precedence over those of the General conditions of participation as the more specific provisions.

The German text is binding.

For the data protection regulations see [www.sportsinnovation.de](http://www.sportsinnovation.de)