

# TERMS AND CONDITIONS FOR SPONSORS AND EXHIBITORS



## 1. DEFINITIONS.

The term "Event" means the event detailed in the Contract form, which is held in a certain place (the "Event Facility") or online in a virtual space (the "Virtual Facility"). The Event is managed and produced by devcom GmbH ("devcom" or "Organizer"). The terms "Exhibitor" or "Sponsor" means the company or person listed on the facing page of the Contract form, together with its officers, directors, shareholders, contractors, agents, representatives, employees and/or invitees, as applicable. Devcom's services are provided solely to entrepreneurs as defined in Section 14 of the German Civil Code ("Bürgerliches Gesetzbuch"). The term "Agreement" refers to these Terms and Conditions in connection with the contract referring hereto.

## 2. ADMISSION TO EVENT.

- a. It lies in Devcom's sole discretion to decide whether a prospective exhibitor is deemed eligible to participate in the Event. Such eligibility is generally limited to people or companies that provide services and/or products to the Games Industry and/or Creative Markets.
- b. The Contract regarding the Contract for Exhibition Space, Meeting Room and Sponsorship shall become valid and binding upon admission to the Event issued by Organizer to Exhibitor/Sponsor. The admission is to be issued at latest 4 weeks prior to the Event, unless the Application is issued later.
- c. Upon Admission Devcom shall provide the Event Manual to the Exhibitor/Sponsor. The Event Manual shall include important details regarding to the use of the Space and the general rules of the Event, which shall be binding upon the Exhibitor.
- d. Devcom may withdraw the granted admission at any time if Devcom considers either Exhibitor or its Product(s) to be ineligible and Exhibitor has provided wrongful or incomplete information with his registration. The elaboration of attendance policies is at Devcom's absolute discretion. Devcom provides no explicit or implicit warranties of any kind, concerning the Event itself or the number of attendees at the Event.

## 3. EXHIBIT SPACE AND GRANT OF RIGHTS.

- a. **Benefits and License Grant.** Devcom will provide exhibit space (the "Space") at the Event for Exhibitor to display its qualified products and services (the "Exhibit").
- b. Usage of the Space as well as any other benefits as specified in the Sponsorship Level or in this Contract for Exhibition Space is included in the total space fee. Sponsorship Level(s) are sold as packages and their individual elements are not divisible. Exhibitor hereby grants Organizer the right to use Exhibitor's name and logo to promote and produce the Event, as well as the right to take photographs, screenshots or videos of its exhibit, booth space and personnel, before during and after the Event, and use such photographs, screenshots or videos to promote the Event and future events. This shall also be applicable in regard to any content presented by the Exhibitor in any Virtual

Space as defined below. Exhibitor may use the name of the Event before and during the Event solely promotional purposes concerning Exhibitors participation in the Event and solely in compliance with any guidelines imposed by Devcom.

c. For online events Devcom may provide a Virtual Facility in the form of an app or a web-based platform. Unless specified differently in the Contract or the exhibitor package description a virtual exhibit space ("Virtual Space") is represented by a streaming channel that is made available to exclusively to the Exhibitor and which is presented on the Virtual Facility. The Exhibitor may use such streaming channel to provide content regarding the Exhibitor and its products either as a live stream or as prerecorded video in its sole discretion. Devcom will provide the Exhibitor the information how to access such channel and how to stream content using a technical service provider chosen by Devcom for the operation of the Virtual Facility.

d. **Space Assignment, Use, Installation, Occupancy, and Dismantling.** devcom will assign the Space at latest 4 weeks prior to the start of the Event. Devcom may reassign the Space or alter the Event layout or venue up to 3 days prior to the even in case that such alterations are required to warrant a consistent layout of the Event space, e.g. in case another Exhibitor has cancelled his participation which may cause a central free space, as far as such alterations are reasonable taking into account Exhibitor's interests. Any later reassignment shall require Exhibitor's approval. devcom may change surrounding booths and Exhibitors in its reasonable discretion. The Space is provided solely for Exhibitor's own use. Without Devcom's prior written consent, Exhibitor is not entitled to sublease, sell, assign, share or charge admission for entry into any part of the Space (including affiliated companies). During the Event, Exhibitor shall create, staff and display at the Event a booth that occupies the entire Space. Unless otherwise specified by Devcom, Exhibitor must provide the features of its booth, such as displays, equipment, carpeting, etc. Exhibitor must ensure to construct any of its Exhibits safely using sound engineering practices. Such Exhibits must be installed before, occupied during and dismantled after the Event in accordance with Devcom's schedule.

e. Exhibitor may not begin with dismantling any Exhibits during the Event and must be finished during the dismantling period as provided by Devcom in the Event Manual.

f. The construction of the Exhibits, including any booths, has to be fully compliant with the technical guidelines of the Event Facility as referred to in the Event Manual.

g. Exhibitor's activities are limited to its Space and must be in support of services or products specified in the contract and directly related to Exhibitor's usual business activities. Devcom is entitled to forbid Exhibitor to exhibit any services or products Devcom deems objectionable or unsuitable for the Event. At the Event, Exhibitor may neither exchange nor sell goods nor assist any other party in soliciting business without Devcom's prior written consent.

a. Any content displayed by Exhibitor on any Virtual Space shall be in full compliance with the content and youth protection guidelines as provided by Devcom from time to time.

b. Exhibitor hereby grants to Devcom all rights legally required to offer the services of the Virtual Facility and the Virtual Space to its customers in regard to the content streamed by Exhibitor or

provided by Exhibitor in order to be used in connection with the Virtual Space and its presentation.

c. Unless expressly stated in the exhibitor package description Exhibitor is not entitled to any specific placing on the Virtual Facility and Devcom shall be entitled to switch the placing of any Virtual Space on the Virtual Facility in its sole discretion.

d. **Waiver.** Exhibitor releases Devcom and Event Facilities and waives all current or future claims it has or may have against them, including but not limited to any subrogation claims by its insurers, for any loss or theft of its equipment, property, materials, proprietary information, or for any similar loss or theft. Exhibitor may hire booth security with the Event Facilities or provide their own security as allowed by the Event Facility which need to be designated as detailed below. The available choices will be detailed in the Event Manual.

e. **Required Contractors.** Devcom may require Exhibitor to use designated third-party contractors to provide certain services ("Required Contractors"). Is such requirement stated by Devcom, Exhibitor is obligated to use only the Required Contractors for the respective services. This also includes service providers employed by Devcom to operate the Virtual Facility and the Virtual Space. Exhibitor may be required to enter into separate service agreements or to purchase separate licenses from such Required Contractors in order to present its content on the Virtual Space. Notwithstanding, Required Contractors and third-party vendors act solely as independent contractors and Devcom shall not be held responsible for their performances, acts, or omissions.

f. **Third-party events.** Exhibitor is not permitted to use any event of Organizer to leverage or promote any other event (except any events related to the Event) in which Exhibitor is a sponsor or participant. Hence, Exhibitor shall not promote its products or organization within 500 meters of any Event location, except (i) in advertisements in periodicals or any media published on a similar regular basis or (ii) as permitted by this Contract for Exhibition Space, Meeting room and Sponsorship or by Devcom in writing. Exhibitor shall not encourage absence of exhibitors or any invited guests (e.g. by extending invitations, calling meetings etc.) from the Event or Event Facility during the official hours of the Event or any function sponsored in connection with the Event by Devcom or its official sponsors

g. **Event Payments.** Payments made by Exhibitor under this Contract for Exhibition Space can be applied by Devcom to any due obligation resulting from any other Event-related agreement between Exhibitor and Devcom. In the event of such application, Devcom will notify Exhibitor thereof. Organizer may only apply payments to a different obligation as directed by Exhibitor if there are older obligations past due and then always in order of the age of the obligation, including their costs and interests.

## 2. COMPLIANCE

a. **Laws and Rules.** Exhibitor must comply with all applicable local, state and federal laws, regulations, codes and ordinances in connection with its participation in the Event, including but not limited to the rules of the Event Facility or Virtual Facility as made available by the Event Facility or the operator of the Virtual Facility from time to time and any youth protection provisions, relevant labor union, and the terms, conditions and rules and house rules issued by Devcom and otherwise

in connection with the Event. Notwithstanding the above-mentioned provisions, any usage of names and lists obtained by the Exhibitor at the Event or provided by Organizer is subject to applicable data protection, email marketing, and privacy laws and regulations, as well as any restrictions made by the individuals whose names are listed.

b. **Code of Conduct.** Exhibitors and Sponsors must comply with Organizer's applicable Code of Conduct. The Code of Conduct can be found [here](#). In case of minor violations of the Code of Conduct during the Event, Organizer will issue a warning to the respective Exhibitor or Sponsor. If the respective Exhibitor or Sponsor does not remedy the violation immediately after the receipt of the warning or in case of serious violations of the Code of Conduct during the Event, such as, but not limited to, racism, sexism, physical or verbal violence, religious or political extremism, violations of youth protection or the demonstration or performance of explicit sexual content, Organizer is entitled to terminate the Agreement with immediate effect and to remove the respective Exhibitor or Sponsor from the Event Facility or Virtual Facility. The right of Organizer to terminate the Agreement and remove the Exhibitor or Sponsor from the Event Facility or Virtual Facility applies also in cases in which a Sponsor or Exhibitor violates the Code of Conduct in its ordinary course of business outside of the Event and if the Organizer becomes only aware of such violation after the conclusion of the Agreement, regardless of whether the violation occurred during the time of the Event or prior to it.

c. **Third Party Rights.** Exhibitor's participation in the Event shall not cause any violations of rights of third-parties, including but not limited to the distribution, reproduction, performance, or posting of proprietary or copyrighted or patented material (the "Works") without a respective grant, license, assignment, or other legally effective permission. All payments required to lawfully perform, reproduce, or publish any such Works must be made by the Exhibitor in due time to the respective third parties.

d. **Taxes and Licenses.** Obtainment of any public or private licenses and permits, as well as payment of all taxes (including sales and use taxes), license fees, or other charges applicable to Exhibitor's participation in the Event, including taxes collected by Organizer is the sole obligation of the Exhibitor.

e. **Insurance.** Throughout the Event, including move-in and move-out days, Exhibitor must at its own expense possess an effective insurance and provide to Organizer at least thirty (30) days prior to move-in a certificate of the respective insurance. The Requirement to provide such certificate of insurance shall not be deemed waived nor shall Exhibitor be relieved of this obligation, even if Organizer provides Exhibitor with the benefits hereunder without having received such certificate from Exhibitor. In addition, Exhibitor must possess effective workers' compensation and employers' liability insurance in such minimum amounts as are required by law or are otherwise consistent with prudent business practice throughout the Event. This shall not apply to any virtual events.

### 3. **CANCELLATION OR TERMINATION.**

a. **Cancellation by Devcom.** Devcom is entitled to cancel all or any part of the Event if continuation of the event is to be considered unreasonable taking into account all Parties interest, for any reason beyond Devcom's reasonable control, including but not limited to, natural or public disaster, act of

God, acts of terrorism, insufficient participation, venue construction, market fluctuations, government regulation, or similar reasons. In the aforementioned cases, Devcom will refund to Exhibitor a pro rata part of any Space Fees already paid to Devcom, after which Exhibitor will have no further recourse against Devcom. Alterations concerning the name of the Event do not constitute a cancellation by Devcom.

**b. Termination by Exhibitor.** Exhibitor shall not be entitled to terminate the Agreement without cause after receipt of the admission. Until receipt of the admission, the Exhibitor may at any time cancel his application for the Event. In case Exhibitor informs Devcom that he will not participate in the event, Devcom shall be entitled to reassign his (Virtual) Space and try to re-rent the (Virtual Space) Space. Exhibitor shall remain obliged to pay all fees agreed if Devcom is unable to re-rent the (Virtual) Space in full or in part – not including any flat fees for consumption-based services.

**c. Termination by Devcom.** In the event of breach or anticipatory breach by Exhibitor of any of the terms and conditions set forth herein, in any addendum hereto or in the Event Manual, including but not limited to Exhibitor's failure to create, staff and display a booth or to make any payment when due under the terms of this contract for Exhibition / Virtual Space, Devcom is entitled to terminate this contract with immediate effect by written notice to Exhibitor. In the event of such termination, Devcom is not obliged to provide Exhibitor any benefits included in the Sponsorship Level. Prior to any such termination Devcom shall request Exhibitor to remedy such breach within a reasonable period of time. Devcom may at its own discretion occupy or dispose of any space vacated or made available by reason of action taken under this paragraph.

**d. Changes by Devcom.** Devcom may at its own discretion change the name, location of the Event or the dates on which it shall take place. If Devcom changes the name or the location of the Event or changes the dates for the Event to dates that are not more than 7 days earlier or 7 days later than the dates on which the Event was originally scheduled to take place, no refund will be due to Exhibitor. Instead of the originally assigned space, Devcom shall assign to Exhibitor such other space as Devcom deems appropriate and Exhibitor agrees to use such space under the terms of this Application and Contract for Exhibition Space. If Devcom chooses to re-locate the Event or to reschedule the Event to a date more than 7 days earlier or 7 days later than the Event Dates, and Exhibitor notifies Devcom within 14 days after receiving notice of such change that Exhibitor does not want to participate in the Event as a result of such change, Devcom shall refund to Exhibitor the Total Space Fee paid in full satisfaction of all liabilities of Organizer to Exhibitor.

#### **4.DEVCOM MATERIALS.**

The planning materials distributed to Exhibitor related to the planning or execution of the Event ("Devcom Materials") are the sole property of and contain confidential information of Organizer. Organizer grants to Exhibitor a nontransferable, nonexclusive license to use such Devcom Materials solely in connection with Exhibitor's participation in the Event. The Event Manual must be obtained from Devcom. Upon Devcom's written request, Exhibitor must promptly return the Devcom Materials to Devcom, provided the Event is completed or has ended ahead of time by termination of this contract for Exhibition / Virtual Space. Exhibitor may internally use (in accordance with the applicable data protection and unfair trade provisions) but may not sell lists of Event exhibitors or attendees without Devcom's prior written consent.

**5. LIMITATION OF LIABILITY; INDEMNITY.**

a. Nothing herein shall be deemed a limitation of liability for any damages caused by Devcom by gross negligence or intent or any damages to the body, health or life of any person.

b. Devcom shall only be liable for any damages caused by simple negligence, in case Devcom or its vicarious agents are in breach of cardinal obligation. Cardinal obligations are such major contractual obligations, each party is entitled to trust to be upheld and which breach endangers achieving the contractual goals. In case of the breach of cardinal obligations Devcom's liability is limited to the amount of damages can be typically expected under such circumstances.

c. Devcom's guaranteed liability for initial defects of Devcom's services under Section 536a German Civil Code ("Bürgerliches Gesetzbuch") is hereby excluded.

d. Exhibitor agrees to defend, indemnify, and hold harmless the Organizer against any actual or threatened claims, liabilities, losses, or damages, including but not limited to reasonable attorneys' fees and expenses resulting from (i) Exhibitor's construction or maintenance of an unsafe Exhibit, (ii) Exhibitor's unauthorized or unlawful use of intellectual property of third parties, (iii) the negligence or misconduct of Exhibitor or (iv) Exhibitor's breach of any commitment made hereunder. Any obligations resulting from actions as stated in this paragraph, including but not limited to payment of damages, shall be fulfilled immediately by the Exhibitor.

**6. RELEASE.**

Exhibitor acknowledges that the Event may be recorded and reproduced in any form, including but not limited to digital formats. Exhibitor hereby authorizes Organizer and its representatives to record, reproduce, display, transcribe, modify, publicly perform, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event. Exhibitor shall execute or obtain any additional releases from its representatives at the Event, in connection with such activity, provided it is necessary for the effectiveness of this provision. Exhibitor agrees to have all employees, agents or service providers sign a release in regard to the recordings detailed herein and to provide copies thereof to Devcom upon Devcom's request- Exhibitor hereby irrevocably grants Organizer the right to, use and publish Exhibitor's name as part of any full or partial list or compilation of Event participants. Exhibitor hereby releases Organizer and Organizer's representatives from and waives any and all present and future claims in connection with all activities stated in this paragraph 8.

**7. MISCELLANEOUS.**

a. Any provisions as stated in this Contract for Exhibition Space including the Application are fully applicable and effective unless stated otherwise in writing and signed by an authorized representative of the Parties.

b. The complete or partial ineffectiveness of a particular provision set forth in this Contract for Exhibition Space does not have any impact on the effectiveness of the remaining provisions of this contract.

c. The Agreement is subject to German law, except for CISG: The Parties agree on the exclusive

jurisdiction of the courts of Cologne, if the Exhibitor is a merchant in accordance with the German Mercantile Act ("Handelsgesetzbuch"), a public legal entity, public separate estate or if the Exhibitor does not entertain a general place of jurisdiction in Germany.

### **SPECIAL TERMS FOR MEETING ROOMS**

#### **1. MEETING ROOM CONTRACT.**

These Special Terms for Meeting Rooms (the "Meeting Room Contract") supplements the Terms and Conditions for Exhibit Space above (the "Exhibit Agreement") between Devcom and Exhibitor relating to the Event, which are incorporated herein by reference. It becomes valid and binding upon admission as detailed above. The Terms of the Exhibit Agreement shall fully apply unless expressly modified hereby. Unless separately defined herein, all definitions of capitalized terms set forth in the Exhibit Agreement shall also apply for such terms in this Meeting Room Contract.

#### **2. PROVISION AND USE OF SPACE.**

a. **Benefits.** Devcom will provide the "Meeting Room(s)" set forth in this Meeting Room Contract for the Event. Devcom will make all reasonable efforts to provide the Meeting Room Space as requested by Exhibitor but cannot guarantee that the specifically requested Meeting Room Space will be available. The assignment of Meeting Room Space at the Event does not entitle the Exhibitor to a similar space at future events of Organizer.

b. **Use of Meeting Rooms.** Meeting Room(s) are solely to be used for conferences and business meetings for which no fee is charged or obtained from any attendee. Any request to charge fees for conferences or meetings must be submitted to Organizer for its written approval. Devcom may demand a percentage of the fees charged for the respective conference or meeting as requirement for approval. Devcom may demand Exhibitor to refrain from any further use of the Meeting Room(s) should such use violate any provisions stated in this article, provided that the violation is not remedied without undue delay as well as in repeated cases.

c. **Room Features and Equipment.** The Event Manual contains all specific features and equipment of the individual Meeting Rooms as well as schedules regarding moving into and out of the Meeting Room(s). Standard Event Facility equipment is included in the room fee for rooms as a one-time setup as detailed in the Event Manual. Organizer may charge Exhibitor additional fees for any changes Exhibitor makes to the initial setup of the Meeting Room(s).

d. **Security.** Organizer does not provide any security services in and for the Meeting Rooms. Notwithstanding, Exhibitor may arrange its own security services through the official security service partner of the Event. Upon Exhibitor's request, Devcom may provide Exhibitor with an exclusive key for the Meeting Room(s). Provision of such key shall only be made after Exhibitor paid a respective advance fee to Devcom. The key must be returned no later than 6:00 p.m. close of the Event. In addition, Exhibitors will be charged the cost for replacing the lock and any reasonable number of keys not returned by 6:00 p.m. on the last day of the Event.

#### **3. CANCELLATION OR TERMINATION**

**Termination by Exhibitor.** A termination of the Exhibit Agreement shall result in the likewise

termination of this Meeting Room Contract. In such case, Devcom shall attempt to re-rent the Meeting Room to reduce any damages caused by such termination.

### **SPECIAL TERMS FOR SPONSORSHIP**

#### **1. ACCEPTANCE BY DEVCOM.**

These Special Terms for Sponsorship ("Sponsorship Agreement") supplements the terms and conditions of the Exhibit Agreement between Devcom and Sponsor relating to the Event (all as defined in the Exhibit Agreement). It becomes valid and binding upon admission as detailed above. The Terms of the Exhibit Agreement shall fully apply unless expressly modified hereby. Sponsor's participation in this Sponsorship Agreement is subject to Devcom's approval.

#### **2. SERVICES.**

a. Devcom will provide the services descriptions set forth in this Agreement for the Event ("Services"). In order to fulfill its obligations under this agreement, Devcom may use its employees, contractors as well as other third parties. The Services are detailed in the Event Manual.

b. The Services are for Sponsor's use only. Sponsor is not permitted to assign or sublease any part of the Services (including to an affiliated company) without Devcom's prior written consent. Sponsor is solely responsible for all aspects of the Event, including but not limited to development, marketing, production, and insurance, unless otherwise expressly stated in this Agreement. Sponsor will provide the assistance reasonably requested by Devcom to fulfill Devcom's obligations under this Agreement.

c. Any graphics, logos or other materials required by Devcom in order to prepare any advertising material, banners, logo walls, presentation flyers or any other Services offered by Devcom shall be provided to Devcom in advance as detailed in the Event Manual. Unless detailed otherwise such materials must be provided at latest one month prior to the Event. Devcom may request an approval of any design from Sponsor in Devcom's sole discretion. Upon approval, Sponsor waives any claims against Devcom based on the use of the approved design. Such approval shall be provided within 5 business days (Monday until Friday without public holidays at Devcom's place of business) from receipt of the respective design (email is enough). Should the Sponsor not react to the approval request or if he does not reject the approval, the approval shall be deemed granted upon the end of the approval period.

d. Any material to be provided by Sponsor which is to be used or distributed by Devcom shall be delivered to the Event Facility (or as expressly specified in the Event Manual) not earlier than 3 days before the event but not later than one 1 day prior to the Event or as expressly specified in the Event Manual. This shall not apply to any food and beverages that require a different storage than room temperature, for those the parties shall mutually agree on the delivery terms.

e. If Sponsor is entitled to give any speeches or hold any sponsored sessions Sponsor must inform Devcom at latest until one month prior to the event about the speaker as well as the topic and title of the speech/session (unless expressly specified otherwise in the Event Manual).



**3. CANCELLATION OR TERMINATION.**

Termination or cancellation of the Exhibit Agreement shall operate to terminate this agreement. In such case, Devcom shall attempt to offer Services to a third party to reduce the damages caused by such termination.

**4. INDEMNITY.**

In addition to any indemnities and/or proprietary rights provisions of the Exhibit Agreement, Sponsor agrees to indemnify, defend, and save harmless Organizer from any and all liability relating to the form, content, or use of any products and marketing materials. Use of or acceptance by Devcom regarding any products or marketing materials shall not be deemed a waiver of any of these provisions. Devcom shall not be obliged to review any product or marketing materials under any safety regulations and it shall be Sponsor's obligation to ensure that the products and marketing materials are fully compliant with any laws and provisions, safety regulations and technical guidelines of the Event Facility.