



## Fax-form

Please complete and return by fax to  
+ 49(0)30 3038-2172

or

Messe Berlin GmbH  
Virtual Market Place®  
Messedamm 22  
14055 Berlin  
Germany

## Registration form for Non-exhibitors at ITB Virtual Market Place

We hereby report obligatorily for the participation in the virtual fair ITB Virtual Market Place.

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Company Name

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Street

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Postal Code / City

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Country

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Telephone

Fax

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Internet address

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Contact person

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E-mail

We are in possession of and accept the general terms and conditions of business for the participation in the virtual fair (see annex).

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Date

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Stamp and legally binding signature

## Costs

The costs for the entry in the ITB Virtual Market Place amount to **EUR 899.00** plus the legal value added tax.

## Services offered

With the entry in the ITB Virtual Market Place you purchase an extensive marketing package to extend your representation of your company profile and products.

Your Entry contains:

- basic entry (company, address, contact person and contact email)
- company description (max. 4,000 characters)
- company logo
- link to home page
- entry in one main product category within the product group index
- entry in up to four product groups
- text-and-image presentation of up to four products, with link to these products on the home page (max. 4,000 characters per product)
- link to videos on your website

A service hotline for editorial support is at your disposal from Monday to Friday, 09.00 – 18.00 h CET:

- Telephone service hotline: +49(0)30 3038-2180
- email service hotline: [more.itb@itb-berlin.de](mailto:more.itb@itb-berlin.de)

The updating of information personally or with the assistance of the service hotline is possible at any time with the content management system. You immediately receive your personal password for the independent entrance after order confirmation.

## Duration of participation

The prolongation of participation in the Virtual Market Place starts with the signing of this application and ends automatically on January 14<sup>th</sup>, 2008. Attention: From January 15<sup>th</sup> - March 31<sup>th</sup>, 2007 the Virtual Market Place® is only accessible for ITB exhibitors in Berlin. During this period of time your virtual stand will be offline. In case you would like your virtual stand to be online during this period of time, please book your stand for ITB BERLIN 2007 online at [www.itb-berlin.de](http://www.itb-berlin.de).

## Free Wiring

A contemporary free wiring of your stand can be ensured only at an independent one care of the data into the Content management system. The service hotline is dependent on the delivery of the complete data to the support of the petition.

An obligatory quality assurance of the petitions by the service hotline is carried out in front of the free wiring. The free wiring is carried out only on receipt of the compensation agreed on at MB Capital Services GmbH.

**Please send us the signed original application form by post or fax to above mentioned address. For queries concerning the application form please contact our service hotline.**

## Standard Terms and Conditions for a Participation in the Virtual Market Place®

- 1 General**
- 1.1 Messe Berlin (the Berlin Trade Fair) runs an internet platform for its own and hosted events, on which Exhibitors and Non-Exhibitors have the opportunity to present their undertakings and product ranges ("Virtual Trade Fair").
- 1.2 The following Standard Terms and Conditions of Messe Berlin GmbH apply in respect of all "Virtual Trade Fairs". These Standard Terms and Conditions do not apply in respect of hosted events held by other organizers on the Messe Berlin premises, which may offer their own separate internet platforms.
- 1.3 Messe Berlin shall not acknowledge any conditions or restrictions contradicting or deviating from these Standard Terms and Conditions unless Messe Berlin has reached an express written agreement to this effect with the respective Exhibitor/Non-Exhibitor in the individual case.
- 1.4 All other agreements, declarations, collateral agreements or amendments to the Standard Terms and Conditions shall require the written form in order to be valid. This also applies in respect of any change to this written form clause.
- 2 Contractual Conclusion**
- 2.1 The agreement between the Exhibitor/Non-Exhibitor and Messe Berlin takes effect in either of the following ways: in the event of his participation in a real fair, when the Exhibitor/Non-Exhibitor receives confirmation of acceptance, or when Messe Berlin informs the Exhibitor/Non-Exhibitor in some other way (by letter, telefax or e-mail) that the offer has been accepted.
- 2.2 Notwithstanding the provision in clause 2.1, a contract comes into being at the latest upon the Exhibitor/Non-Exhibitor accepting the service proffered.
- 2.3 In the event of a contractual conclusion in accordance with clause 2.1, the written confirmation of order of Messe Berlin shall be solely decisive in defining the scope of the services.
- 3 Services of Messe Berlin**
- 3.1 Within the scope of the Virtual Trade Fair, Messe Berlin allows the Exhibitors/Non-Exhibitor to present their undertakings and product ranges to the extent set forth in the confirmation of order at a Virtual Trade Fair Stand for the agreed contractual term.
- 3.2 Messe Berlin shall save the data and contents supplied by the Exhibitor/Non-Exhibitor (hereinafter "Exhibitor Data") and make this Exhibitor Data available for retrieving under the internet address specified in the application form/ confirmation of order.
- 3.3 Messe Berlin operates a service hotline for telephone contact between Messe Berlin and the Exhibitor, in particular to answer any questions raised by the Exhibitors. Details of the service hotline, in particular the telephone numbers and service times, are set forth in the confirmation of order.
- 3.4 Messe Berlin shall grant the Exhibitor/Non-Exhibitor the possibility of independently adding data to its Virtual Trade Fair Stand. For this purpose Messe Berlin shall allow the Exhibitor/Non-Exhibitor access to its Virtual Trade Fair Stand which shall be protected by a password.
- 3.5 At the request of the Exhibitor/Non-Exhibitor and in return for a separate charge, Messe Berlin shall save any data which the Exhibitor/Non-Exhibitor sends Messe Berlin by data carrier or email on the Virtual Trade Fair internet platform. Precondition for this service is that the transmitted data fulfils the technical criteria specified by Messe Berlin. Messe Berlin is entitled to change the technical criteria at any time. Messe Berlin shall inform the Exhibitor/Non-Exhibitor of any such change without delay.
- 3.6 Messe Berlin shall examine the data sent by the Exhibitor/Non-Exhibitor to check it adheres to the technical criteria specified by Messe Berlin. If these criteria are not adhered to, Messe Berlin shall not make the Virtual Trade Fair Stand available for retrieval and shall request the Exhibitor/Non-Exhibitor to remove the defect.
- 4 Duties of the Exhibitor**
- 4.1 The Exhibitor/Non-Exhibitor is obliged to present its undertaking and product range (to the extent set forth in the application form/ confirmation of order) on the Virtual Trade Fair Stand. This means the Exhibitor/Non-Exhibitor is not permitted merely to set up a link to its own website.
- 4.2 The Exhibitor/Non-Exhibitor undertakes to adhere to the technical criteria specified by Messe Berlin.
- 4.3 In the event of a change to the technical criteria specified by Messe Berlin, the Exhibitor/Non-Exhibitor undertakes to adapt its Exhibitor Data to comply with the changed technical criteria.
- 4.4 During the contractual term the Exhibitor/Non-Exhibitor is obliged to update the Exhibitor Data at its Virtual Trade Fair Stand at regular intervals but at least once every quarter. It is obliged to edit the Exhibitor data or otherwise change the appearance of its Virtual Trade Fair Stand.
- 4.5 The Exhibitor/Non-Exhibitor shall observe the framework specified by Messe Berlin, in particular in connection with structuring the Virtual Trade Fair Stand and the manner of presentation. Messe Berlin reserves the right to changes of the design.
- 4.6 The Exhibitor/Non-Exhibitor undertakes to save its Exhibitor Data on its own data carriers.
- 4.7 The Exhibitor/Non-Exhibitor undertakes to take good care of the passwords allocated to it by Messe Berlin and to protect them from being discovered by unauthorized third parties. In the event of a loss or unauthorized discovery by a third party, the Exhibitor/Non-Exhibitor shall inform Messe Berlin without delay in order to prevent any manipulation by third parties.
- 4.8 The Exhibitor/Non-Exhibitor undertakes not to convey any data with illegal contents for the purpose of using it at the Virtual Trade Fair Stand. This also applies in respect of data and contents on the Exhibitor's/Non-Exhibitor's website if the Exhibitor/Non-Exhibitor has set up a link from its Virtual Trade Fair Stand to its own website. Illegal contents comprise in particular contents liable to invade personal privacy or damage a third party's reputation, cause defamation or incite hatred or violence against minorities.
- 4.9 The Exhibitor/Non-Exhibitor guarantees that the Exhibitor Data is free from intellectual property rights of third parties.
- 4.10 The Exhibitor/Non-Exhibitor comprehensively indemnifies Messe Berlin in an unlimited amount against all claims asserted by third parties on account of a violation of intellectual property rights. The parties shall mutually inform one another without delay in writing if claims are asserted against them on account of a violation of intellectual property rights. The Exhibitor/Non-Exhibitor shall be solely responsible for defending such claims.
- 4.11 The Exhibitor/Non-Exhibitor guarantees that the Exhibitor Data shall be free from viruses, Trojan Horses etc.
- 5 Prices / Payment Conditions**
- The costs for participating in the Virtual Trade Fair are set forth in the confirmation of order and are to be paid in advance.
- 6 Rights to the Virtual Trade Fair**
- 6.1 Messe Berlin has the exclusive right to duplicate, disseminate or publicly reproduce the Virtual Trade Fair as a whole or a considerable part of the Trade Fair in terms of type and scope.
- 6.2 With the exception of its own Exhibition Data, the Exhibitor/Non-Exhibitor has no copyrights, rights of utilization or rights of realization to the Virtual Trade Fair.
- 7 Liability**
- 7.1 Subject to the provisions in the following clauses 7.2 to 7.5, Messe Berlin shall only be liable for damage, for whatever legal reason, caused by willful or grossly negligent behavior of Messe Berlin, its representatives, its executive employees or other vicarious agents.
- 7.2 In respect of damage caused by willful or grossly negligent behavior of other vicarious agents, liability shall be limited to such damage as can be typically expected within the scope of the present contract.
- 7.3 In respect of damage caused by Messe Berlin, its representatives, executive employees or other vicarious agents on account of actions which are neither willful nor grossly negligent, Messe Berlin shall only be liable for violations of a duty with a particular fundamental importance for the contractual purpose. Violations of such fundamental duties shall be subject to the restrictions of liability in respect of the compensation payable under clause 7.2 of this liability clause.
- 7.4 Messe Berlin's liability for any loss of data is excluded if the damage caused by the loss of data could have been avoided or reduced by the Exhibitor/Non-Exhibitor saving its data in a proper and reasonable manner.
- 7.5 Any liability of Messe Berlin for a lack of warranted qualities, legal defects or under the Product Liability Act remains unaffected.
- 8 Contractual Term and Termination**
- 8.1 The participation in The Virtual Market Place is for a maximum of one year. The participation terminates at the latest with the last day of the real fair that follows the initial confirmation of participation.
- 8.2 The rights of the parties to terminate the contract for cause remain unaffected. Messe Berlin is in particular, although not exclusively, entitled to terminate the contract for cause if the Exhibitor/Non-Exhibitor violates its duties under clauses 4.1, 4.4, 4.8, 4.9 or 4.11 of this contract.

## **9 Concluding Provisions**

- 9.1 This contract and its annexes, which are an integral part of the agreement, reflect the entire agreement of the parties. There are no oral collateral agreements.
- 9.2 Amendments to this agreement require the written form. This also applies in respect of a change to this written form clause.
- 9.3 The parties' contractual relations shall be exclusively governed by German law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) are excluded.
- 9.4 The Exhibitor/Non-Exhibitor is only entitled to set off claims against Messe Berlin if its counterclaims are undisputed or have been affirmed with final unappealable effect.
- 9.5 The Exhibitor/Non-Exhibitor is only entitled to exercise a right of retention if its counterclaim relates to the same contractual relationship. In asserting rights of retention each individual order shall be deemed a separate contractual relationship even in the event of continuous business relations.
- 9.6 Place of jurisdiction shall, at the election of the plaintiff, either be Berlin-Charlottenburg or the general place of jurisdiction of the defendant.
- 9.7 Should any provision of this agreement be or become invalid this shall not affect the validity of the remaining provisions of this agreement, which shall remain in full force and effect. In the event of a dispute any invalid provision is to be replaced by the legally effective provision which comes closest to the contents of the invalid provision and which most closely correspond to the parties' economic interests in the invalid provision.