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# Specific Conditions of Participation

## 1 Organizer / Event / Venue / Event Dates

Popkomm is organized by Popkomm GmbH, Messedamm 22, 14055 Berlin, Germany. Display stands must be registered no later than July 18, 2008.

### Hours of operation

	Date	Accreditation/ Pass Issue	Trade Show & Congress
<b>Exhibitors</b>	07 Oct.	10 a.m. – 6 p.m.	-
	08 Oct.	8 a.m. – 8 p.m.	9 a.m. – 8 p.m.
	09 Oct.	9 a.m. – 7 p.m.	9 a.m. – 8 p.m.
	10 Oct.	9 a.m. – 4 p.m.	9 a.m. – 5 p.m.
<b>Trade Visitors</b>	08 Oct.	9 a.m. – 7 p.m.	10 a.m. – 7 p.m.
	09 Oct.	9 a.m. – 7 p.m.	10 a.m. – 7 p.m.
	10 Oct.	9 a.m. – 4 p.m.	10 a.m. – 5 p.m.

### Setup

#### For stand area

- excluding stand construction

(See section 7): from Monday, 06 Oct. 2008, 8 a.m.

- including stand construction

Complete stand

(See section 6): from Monday, 06 Oct. 2008, 12 a.m.

### Removal

All stands and exhibits must be removed by Saturday, 11 Oct. 2008, 4 p.m.

Longer hours for dismantling on application only.

We reserve the right to make alterations, please note any subsequent information

In addition to the Specific Conditions of Participation, the Popkomm GmbH General Conditions of Participation form an integral part of this agreement.

## 2 Right of Participation

The right to exhibit is open to manufacturers, dealers, service providers, organizations and institutions whose exhibits correspond with the theme of the exhibition in accordance with the appended industry directory.

No products may be displayed, the manufacture and/or distribution of which intentionally infringes on the rights of third parties, particularly with regard to the provisions of copyright law and the German Trademark Reform Act.

### Please enter the appropriate code for your industry on your stand registration form.

All exhibitors are required to be entered in the Commercial Register or the skilled trades register, or must be otherwise licensed to operate a commercial enterprise.

The acceptance of a company or a product and the location of exhibitors are at the discretion of the organizer. If your application to exhibit is rejected, you will receive separate notification of this.

## 3 Anti-piracy Clause

The aim of Popkomm is to bring together professionals from the music industry, in particular music publishers, audio media manufacturers, manufacturers of audio and video products and people, organizations and companies in general whose activities are related to music. In doing this, it is essential to ensure that no participant infringes on the rights of other participants or impairs the rightful interests of Popkomm GmbH.

In view of the need to protect all Popkomm participants against audio media piracy or other forms of piracy, every participant explicitly declares that neither he, nor any authorized person performing activities in his name and on his behalf, infringes on any provisions of German or foreign copyright laws or other provisions aimed at the protection of intellectual property with his offerings in the scope of Popkomm. Every participant acknowledges the fact that offerings made in catalogues are the equivalent to offerings of tangible products.

For this reason, and to ensure that Popkomm remains completely transparent to Popkomm GmbH and other involved parties who represent the trade show to the general public, each participant undertakes to provide direct access to all catalogues, offer lists or other offer-related material to be used in the scope of Popkomm. These catalogues must be submitted in their entirety at the request of Popkomm GmbH or of any person authorized in writing by the organizer to inspect them.

## 4 Music Genres at the Trade Show

When you apply for your stand, please enter the music genre in which you would like to be grouped.

- A Pop
- B Rock / Alternative
- C Hard'n'Heavy / Metal
- D Electronic / Dance / Metal
- E Country / Folk / Blues
- F Jazz
- G Classical Music
- H World / Traditional
- I Urban / Hip Hop / R'n'B
- J Reggae / Dancehall / Soca
- K Latin
- L Volksmusik / Schlager
- M Kids Entertainment
- N Other

This information may be used to assign your stand location and made available to visitors to Popkomm via the Internet and/or in the catalogue in order to facilitate visitor orientation.

## 5 Cost of Exhibiting

As an exhibitor, you have the opportunity of renting as many square meter as you wish (subject to availability) with the exception of the complete stand. The assignment of complete stands is restricted to one complete stand per exhibiting company.

All the quoted prices are net prices. Value Added Tax will be additionally charged as required.

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Foreign exhibitors (companies) can reclaim the VAT charged to their account providing the legally required conditions are met.

### 6 Complete Stand

As an exhibitor, you are authorized to rent a complete stand including stand setup and removal. For further details, please refer to [www.popkomm.com](http://www.popkomm.com).

### 7 Stand Area Excluding Installation (Minimum size: 12 m<sup>2</sup>)

With a desired stand size of at least 12 m<sup>2</sup>, you have the opportunity, as an exhibitor, of renting stand area excluding installation.

The rental price covers the rent for the exhibition space for the entire duration of the event, including the specified installation and removal time, use of all technical and service facilities of the venue, general hall lighting, ventilation, air conditioning, aisle cleaning, advice from Popkomm experts on stand design for your display.

Stand installation and design of the display areas must comply with the general Popkomm GmbH installation guidelines, all legal requirements and any event-specific rules, and must be submitted for inspection no later than 6 weeks prior to the opening of the trade show.

### 8 Decoration

**The insertion of bolts and nails, hooks etc. in walls pillars, girders and fittings and fixtures is not permitted.**

**The walls must not be painted, coated with any adhesive substance, have nails inserted or be damaged in any other way.**

The wall, support, and structural elements must be restored to their original condition before the stand area is vacated (cleaning and removal of advertising and decorations).

**The exhibitor is liable for any damage to the structural elements and fittings and fixtures.**

In view of the risk of liability, the exhibitor is strongly recommended to take out suitable insurance cover for the rental item.

### 9 Co-exhibitors

The guidelines in section 2 of the General Conditions of Participation apply to each company involved in your stand as an exhibitor. The fixed price fee is EUR 185.00 + VAT per co-exhibitor, and will be invoiced to you as the main exhibitor.

### 10 Registrations / Vouchers / Worker ID Badges

As an exhibitor, you are entitled to the following allocations in relation to the number of rented stand area:

m <sup>2</sup>	Free exhibitor passes
6 m <sup>2</sup> - 11 m <sup>2</sup>	1
12 m <sup>2</sup> - 48 m <sup>2</sup>	2
49 m <sup>2</sup> - 84 m <sup>2</sup>	4
85 m <sup>2</sup> - 114 m <sup>2</sup>	6
115 m <sup>2</sup> +	7

**All tickets include Exhibition, Business Lounge, Congress panels, Festival and also public transportation (BVG/VBB) in Berlin.**

**Early Bird 3-day-ticket before 15.06.2008    EUR 180.68 + VAT**

**3-day-ticket online    EUR 247.90 + VAT**

**Walk up Registration    EUR 327.74 + VAT**

**1-Day Registration    EUR 142.86 + VAT**

**Additional Registrations  
(for main exhibitors only)    EUR 71.43 + VAT**

A maximum of 5 additional exhibitor registrations may be obtained!

**Exhibitor Vouchers/Day    EUR 71.43 + VAT**

Allocation of tickets is entirely at the discretion of the exhibitor. The allocation is subject to the schedule and general business terms of Popkomm GmbH. Only for redeemed vouchers will be charged!

#### Worker ID badges

Worker ID badges authorizing access to the trade show site are issued free of charge for in-house staff engaged in the installation and removal of the display stand/exhibits. These ID badges remain valid only up to the start and after the end of the event and are not valid for accessing the site during the event. The Worker ID badges will be sent out on request.

**Independent stand designers and installers require a separate permit authorizing them to undertake installation work in the exhibition halls.**

### 11 Sales Restrictions/Catering

In view of the commercial nature of the event, sales of exhibits or samples directly from the trade show stand and the public display of prices on exhibits are not permitted.

Commercial sales of food and beverages is strictly prohibited (please see section 21 of the general business terms). Exceptions to this provision require a special permit.

### 12 Demonstrations / Product Presentation / Advertising

Headphones must be used for any sound demonstrations at the stand and the sound level (volume) must not, under any

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circumstances, exceed 80 dB (A). **Presentations, such as live performances, DJs, etc., at the stand are strictly prohibited.** Loudspeakers must be directed toward the inside of the stand.

In the event of any infringement against the maximum permissible sound level, the violator(s) will receive a written warning, indicating the possible consequences in the event of any recurrence. If, following a written warning, there is any further infringement, the electrical power to the relevant exhibitor's stand will be cut off and will not be restored until a written agreement has been provided by the person responsible from the exhibiting company ensuring that there will be no further infringement, and that his/her company has paid the electrician costs for switching off and restoring power.

**Any subsequent infringement by the relevant company against the maximum permissible sound level provision will lead to an immediate and final cut-off of power for the remaining duration of the event.**

In accordance with paragraph 13 of the General Terms and Conditions, exhibitors are personally responsible for compliance with GEMA (German society for musical performance and mechanical reproduction rights) regulations. Registering with GEMA and payment of GEMA fees is the sole responsibility of the exhibitor.

The distribution of advertising materials outside the rented stand area is not permitted. As an exhibitor, you are naturally entitled to place your brochures in the display boxes intended for this purpose in the Press Center.

Advertising that contravenes existing legislation or offends against common decency, or which is of an ideological or political nature, or which is contrary to the purpose of the trade show is not permitted at the trade show site. The event organizer has the final decision on whether any advertising infringes any of the above principles, and the exhibitor relinquishes any right of legal recourse against such a decision. The organizer is entitled to prohibit the distribution of advertising material that gives cause for complaint and to confiscate any existing stocks of such materials for the duration of the trade show.

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### Verbal Agreements

Verbal agreements extending beyond the provisions of this contractual agreement are valid only if confirmed in writing.