

Special conditions of participation for the Smart Country Convention 2023

Last update: November 2022

§ 1	Event/Organizer	2
§ 2	Dates	2
§ 3	Participation and admission	2
§ 4	Participation fee and payment for ancillary and additional services	3
§ 5	Cancellation, non-participation of the exhibitor, reduction of stand space, COVID-19 travel restrictions	6
§ 6	Terms of payment	7
§ 7	Media-Packages	8
§ 8	International Representatives	8
§ 9	Exhibitor passes and assembly and dismantling passes	8
§ 10	Berlin ExpoCenter online (BECO)	8
§ 11	Technical guidelines	9
§ 12	Building supervision and fire protection regulations	9
§ 13	Regulations	10
§ 14	Construction measures	10
§ 15	Official approvals	10
§ 16	GEMA fees	10
§ 17	Visual and acoustic representations	10
§ 18	Radio frequency, radio equipment	11
§ 19	COVID-19, Hygiene and Safety Concept	11
§ 20	Advertising	12
§ 21	Food and drinks	12
§ 22	Leads	12

§ 1 Event/Organizer

- 1.1 Smart Country Convention (hereinafter referred to as „**Smart Country Convention**“ or „**Event**“) is organized by Bitkom Bundesverband Informationswirtschaft, Telekommunikation und neue Medien e.V. („**bitkom**“), Albrechtstraße 10, 10117 Berlin. Messe Berlin GmbH („**Messe Berlin**“) is legally and economically responsible for the Event and entitled to assert all claims arising therefrom.
- 1.2 Messe Berlin is entitled to assert all claims arising from the implementation of the event.

§ 2 Dates

2.1 Duration of the Event:

Tuesday, November 7, 2023 –
Thursday, November 9, 2023

2.2 Cancellation free of charge:

Thursday, June 15, 2023

2.3 Deadline for Registration:

Friday, June 30, 2023

Applications received later will be considered for processing only according to available capacity.

2.4 Opening times for visitors:

All days of the Event
9 am – 6 pm .

2.5 Opening times for exhibitors:

All days of the Event
8 am – 7 pm.

2.6 Stand construction:

Saturday, November 4, 2023

Hub27: from 7 am
Hall 25: from 7 am

If an early stand construction, i.e. before November 4, 2023, should be necessary, this must be requested from the technical event coordination. An early stand construction is subject to a fee. The costs for the early set-up are EUR 350.00 per day plus VAT. Provided that the relevant hall is available, approval will be granted upon receipt of the application. The application form is available in the BECO Webshop.

2.7 Stand dismantling:

Monday, November 6, 2023

Hub27: until 3 pm
Hall 25: until 3 pm

From 3.00 p.m. only decorative stand construction.

2.8 Start of dismantling

Thursday, November 9, 2023

Hub27: from 6 pm
Hall 25: from 6 pm

2.9 End of dismantling:

Sunday, November 12, 2023

Hub27: to 11 pm

Sunday, November 12, 2023

Hall 25: to 11 pm

Details are subject to change. Please observe any necessary information updates.

Each exhibitor is obliged to fully equip and staff his stand with expert personnel every day during visitor opening hours for the entire duration of the Event. Dismantling of the stand before 6 p.m. on Thursday, November 9, 2023 is not permitted. If the exhibitor violates this regulation, Messe Berlin is entitled to demand a contractual penalty of a maximum of EUR 5,000.00, to be determined in each individual case at Messe Berlin's reasonable discretion, and the appropriateness of which is to be reviewed by the competent court in the event of a dispute. The exhibitor may furnish proof that Messe Berlin has suffered no loss or only a considerably lesser loss. This does not affect the possibility of asserting further claims.

§ 3 Participation and admission

- 3.1 Only companies that correspond to the theme of the Event with special regard to the nomenclature will be admitted as exhibitors. Start-ups will also be admitted,

- that develop new innovative concepts for digitalization and have a thematic proximity to the Smart Country Convention and
 - that were founded after 01/01/2020.
- 3.2 Submitting the registration via the online portal at <https://www.smartcountry.berlin/en/exhibitor/become-an-exhibitor/stand-registration/> does not constitute a claim to admission. Messe Berlin will decide on admission at its own discretion.
- 3.3 Messe Berlin will submit to the exhibitor a proposal for the location and size of the stand space provided ("**Proposal for Placement**") within the framework of the given possibilities and taking into account the Partner Package booked in hub27 and/or the registered form and size of the stand in the adjacent halls. The placement proposal and the measurement of the stand size will be based on aspects given by the Event theme and the available space, whereby Messe Berlin will take into account the exhibitor's special wishes wherever possible. The date of receipt of the online application is not decisive in this respect. The exhibitor has no right to a specific location.
- 3.4 If the exhibitor declares his agreement with the placement proposal, the exhibitor is bound by this declaration of agreement.
- 3.5 The exhibitor may not relocate, exchange or divide its exhibition space, nor may it transfer it in whole or in part to third parties who are not co-exhibitors approved by Messe Berlin, unless Messe Berlin has given its prior written consent.
- 3.6 Each exhibitor is obliged to take note of the information provided to him, i.e. to inform himself in particular about the location, the exact dimensions as well as any fixtures etc. of the stand allocated to him.
- 3.7 Messe Berlin is entitled to provide the exhibitor with an exhibition space that deviates from the placement, i.e. to change the exhibitor's exhibition space or stand in

terms of location, shape, dimensions and/or size, provided that such changes are necessary for technical or operational reasons and are made to an extent that is reasonable for the exhibitor, taking into account the interests of the exhibitor. The exhibitor will be allocated a space of equal value if possible.

Insofar as subsequent changes result in a reduced participation price, the difference must be refunded to the exhibitor.

The exhibitor is entitled to withdraw his application or withdraw from the contract within one week of notification of the new placement. Further claims against Messe Berlin are excluded.

§ 4 Participation fee and payment for ancillary and additional services

The participation fee owed for participation in the Event includes the package services shown when booking a Partner Package in the Hub27 in accordance with section 4.1 or the stand rental fee for the stand space when booking stand space outside the Hub27 in the adjacent halls in accordance with section 4.2. The exhibitor will be invoiced separately for the ancillary costs flat rate pursuant to section 4.2.4, AUMA fee pursuant to section 4.2.4 and the mandatory Media Package pursuant to section 4.2.5. The payments for the services and products accompanying the Event shall result from the prices for the ancillary and additional services stated in the BECO Webshop.

4.1 Partner packages in the Hub27

Hub27 serves as the lighthouse of the Event and can be booked in package form, i.e. the package booking includes - depending on the partner package booked - various services.

Partner package	Participation price	
Basic packages		
Basic-S	EUR 14.000	Bitkom-members
	EUR 18.000	Regular/Others
Basic-M	EUR 22.000	Bitkom-members
	EUR 32.000	Regular/Others
Basic-L	EUR 55.000	Bitkom-members
	EUR 70.000	Regular/Others
Premium packages		
Premium-Advanced	EUR 82.500	Bitkom-members
	EUR 110.000	Regular/Others
Premium-Premium	EUR 135.000	Regular/Others
	EUR 185.000	Regular/Others
Premium-Platin	EUR 250.000	Bitkom-members
	EUR 325.000	Regular/Others
Partner package	Participation price	

Special packages	
Joint stand countries	On request; price depends on stand size and number of co-exhibitors
Startup Special	EUR 1950
Co-exhibitors	EUR 360

Authorities Special (plus stand construction*)		
Premium-Advanced	EUR 82.500	The Bitkom member discount will be taken into account when booking the authorities special (exclusively for authorities, ministries and public companies). This only applies if the stand construction is booked at the same time via Messe Berlin GmbH or its subsidiaries. The Public Authorities Special offer is only valid for the Premium, Advanced and Platinum packages. *The stand construction will be designed individually according to the customer's wishes. Stand construction costs will be added according to the design in an additional offer.
Premium-Premium	EUR 135.000	
Premium-Platin	EUR 250.000	

All partner packages in hub27 include stand space rental including incidental costs (general hall supervision, hall lighting, aisle cleaning, heating and water and electricity consumption). The water and electricity connection must be ordered as an additional service in the BECO Webshop.

The **basic packages** each include:

- turnkey design stand in hub27 including stand construction,
- uniform roof branding with the exhibitor's name as text
- basic illumination of the stand area.
- variable number of co-exhibitors, which are subject to separate registration (and fees).

Details of the scope of services can be found in the attached description of services starting on page 14 and/ or on the Event's website at <https://www.smartcountry.berlin/en/>.

The **premium packages** each include:

- highlighted stage presence,
- uniform roof branding with the exhibitor's name as text as well as the possibility to choose the interior color of the roof branding,
- basic illumination of the stand area as well as the possibility of free design of the stand area according to the design specifications.
- stand construction is not included.
- variable number of co-exhibitors, which are subject to separate registration (and fees).

Details of the scope of services can be found in the attached description of services starting on page 14 or on the Event's website at <https://www.smartcountry.berlin/en/>.

The **Special packages** each include:

- turnkey design stand in hub27 including stand construction,
- uniform roof branding with the exhibitor's name as text
- basic illumination of the stand area.
- variable number of co-exhibitors.

Details of the scope of services can be found in the attached description of services starting on page 14 and/ or on the Event's website at <https://www.smartcountry.berlin/en/>.

Stand construction in hub27 is subject to certain design guidelines in order to fit into the overall spatial concept.

***** DISCOUNTS *****

Early Bird at hub27

- 10 % with registration until 2/28/2023

The date of receipt of the registration documents or the date of receipt of the registration via the online portal by Messe Berlin applies for the claiming of the Super Early & Early Bird discounts.

4.2 Stand areas outside the hub27

Additional space (pure stand space without stand construction) - outside hub27 can be rented in the adjacent halls.

Each m² or part thereof will be charged in full. The minimum stand size is 12 m² (stand area in the halls without stand construction).

The participation fee is per m² depending on the date of receipt of the application by Messe Berlin:

4.2.1 Early Bird price

The participation fee for BITKOM MEMBERS is per m² when registering via the online portal from activation up to and including 28/02/2023.

Row stand area	225.00 Euro/m²
Corner stand area	240.00 Euro/m²
Head stand area	255.00 Euro/m²
Block stand area	275,00 Euro/m²

The participation fee for NON BITKOM MEMBERS is per m² for registration via the online portal from activation up to and including 28/02/2023

Row stand area	240.00 Euro/m²
Corner stand area	255.00 Euro/m²
Head stand area	270.00 Euro/m²
Block stand area	290.00 Euro/m²

4.2.2 Regular price

For all registrations made via the online portal after 28/02/2023, the following regular rental prices apply:

The participation fee for BITKOM MEMBERS is per m² from 01/03/2023:

Row stand area	250.00 Euro/m²
Corner stand area	270.00 Euro/m²
Head stand area	285.00 Euro/m²
Block stand area	305,00 Euro/m²

The participation fee for NON BITKOM MEMBERS is per m² from 01/03/2023

Row stand area	265.00 Euro/m²
Corner stand area	285.00 Euro/m²
Head stand area	300.00 Euro/m²
Block stand area	320.00 Euro/m²

For SCON 2023, double-storey construction in the hub27 is not possible.

In the adjoining halls, EUR 100.00 will be charged per 1 m² of effectively built-up upper floor area in the case of double-storey construction, if the complete stand construction documents are submitted by the deadline of 31.08.2023 (cf. Technical Guidelines Messe Berlin, 4.2). In the case of late submission after 01.09.2023, the upper floor will be charged at EURO 200.00 per square metre.

4.2.3 The participation fee includes only the stand space rental. In addition, there is a flat-rate ancillary cost charge of EUR 14.90 per m² of stand area, which includes general hall supervision, hall lighting, aisle cleaning, energy and gas consumption. An additional amount of EUR 0.60 per m² will be charged in accordance with the agreements with the Association of the German Trade Fair Industry (AUMA).

The participation fee for co-exhibitors is EUR 360.00 per co-exhibitor including media package, also for joint stands. It will be invoiced to the main exhibitor.

4.2.4 The participation fee for co-exhibitors is EUR 360.00 per co-exhibitor including the media package, also for joint stands. It will be invoiced to the main exhibitor.

4.2.5 The participation contract includes a Media Package (obligatory), the scope of which is specified in section 7. The price is EUR 360.00 per exhibitor.

The payment for the co-exhibitor will be invoiced to the main exhibitor.

4.2.6 All prices quoted are net prices and do not include statutory value added tax.

§ 5 Cancellation, non-participation of the exhibitor, reduction of stand space, COVID-19 travel restrictions

5.1 In deviation from the provisions of § 8.1 sentence 1 of the General Terms and Conditions for Trade Fairs and Exhibitions of Messe Berlin, the exhibitor is entitled to withdraw from the contract or to cancel their participation in the Event. The following cancellation conditions apply:

- a. Cancellation up to and including June 15, 2023 is free of charge, i.e. Messe Berlin will not charge any participation fee (in the event of booking a partner package) or stand rental fee (in the event of booking stand space).
- b. In the event of withdrawal or cancellation after June 15, 2023, Messe Berlin is entitled to charge 50 % of the participation fee (in the event of booking a partner package) or stand rental fee (in the event of booking stand space).
- c. In the event of withdrawal or cancellation after August 31, 2023, Messe Berlin is entitled to charge 100 % of the participation fee (in the event of booking a partner package) or stand rental fee (in the event of booking stand space).

The fact that the exhibitor does not use the partner package or stand space ("no-show") is equivalent to withdrawal or cancellation, irrespective of whether the exhibitor announces the no-show. In all other respects, the provisions of § 8.1, sentences 2 to 4 of the General Terms and Conditions of Messe Berlin remain unaffected by this regulation in accordance with section 5.1.

5.2 If the exhibitor unilaterally reduces the stand area or only makes partial use of it, the cancellation conditions specified under section 5.1 shall apply subject to the following provisions:

- a. In the event of a reduction in stand space after June 15, 2023, Messe Berlin is entitled to charge 100 % of the stand rent attributable to the remaining stand space and 50 % of the stand rent attributable to the stand space not taken up.
- b. If the stand area is reduced after August 31, 2023, Messe Berlin is entitled to charge 100 % of the stand rent attributable to the originally rented stand area.

In deviation from § 8.1 sentences 2 and 3 of the General Terms and Conditions of Messe Berlin, the following applies in the event of a reduction in the rented stand area: If the exhibitor reduces his rented stand area, Messe Berlin is entitled to dispose otherwise of the stand area not taken up by the exhibitor. If Messe Berlin succeeds in allocating the unused stand space to another exhibitor, whom Messe Berlin would not otherwise have placed on another stand space, in return for payment, the exhibitor not using the stand space is only required to pay 25 % of the stand rent attributable to the stand space that was not used but was passed on. If the unused stand area cannot be allocated, or can only be allocated in part, to an exhibitor whom Messe Berlin would not otherwise have placed on another stand area, the exhibitor not using the stand area is obliged to pay 50 % or 100 % of the stand rent attributable to the stand area not used and not passed on, in accordance with the preceding section 5.2 Clause 1 a) and b). Messe Berlin is not obliged to accept a substitute exhibitor provided by the exhibitor. In all other respects, the provisions of § 8.1 sentence 4 of the General Terms and Conditions of Messe Berlin remain unaffected by this regulation in accordance with section 5.2.

- 5.3 Furthermore, the exhibitor is entitled to withdraw from the contract or to cancel or reduce the stand area if, due to the SARS-COVID-19 pandemic, domestic or foreign travel bans or entry bans to Germany are imposed by the state before the start of the Event and it thereby becomes impossible for the exhibitor to operate its stand in terms of personnel. Cases in which entry into Germany prior to the start of the Event and/or the return to the country of origin of the personnel intended to operate the stand after the Event would require a government-ordered quarantine of at least 7 days and such quarantine cannot be avoided by reasonable

measures such as molecular biological tests (PCR tests) and/or vaccinations shall be deemed equivalent to an impossibility due to travel restrictions pursuant to sentence 1. In the cases specified in section 5.3, Sentences 1 and 2, Messe Berlin is entitled to charge 10% of the participation fee (in the event of booking a partner package) or stand rent (in the event of booking stand space). In the aforementioned cases, the exhibitor must prove the impossibility.

- 5.4 The obligation to pay or refund the stand rent in accordance with the aforementioned paragraphs 1 to 3 of this section § 5 is without prejudice to possible claims by Messe Berlin for goods and services already provided at the exhibitor's instigation. In addition, the exhibitor is responsible for all other costs incurred in connection with participation in the event.

§ 6 Terms of payment

- 6.1 Upon conclusion of the contract by means of the order confirmation pursuant to section 3.1 of the General Terms and Conditions for Trade Fairs and Exhibitions of Messe Berlin GmbH ("General Terms and Conditions"), the total participation fee shall become due and invoiced in accordance with section 4.1 and 4.2 of these Terms and Conditions of Participation (down payment invoice). Invoicing of all other services, i.e. including ancillary and additional services ordered in the BECO Webshop, shall take place after the event has been held, with any advance payments already made being set off against a final invoice.
- 6.2 For payment, the invoice number and customer number must be indicated.
- 6.3 If, after the agreement on placement and stand space, the exhibitor, with the consent of Messe Berlin, takes up additional stand space, the additional amount resulting from the increase in stand space must be paid either with the down payment invoice or with the final invoice.
- 6.4 If full rental payment has not been received by the due date, Messe Berlin is entitled to dispose of the stand area elsewhere. Sections 8.2 letter a), 8.2 of the General Terms and Conditions apply.

6.5 The provisions of section 8 of the General Terms and Conditions shall apply to withdrawals and any cancellations. Incidental costs will be invoiced separately. These amounts are due immediately upon receipt of the invoice.

6.6 When registering, please ensure that the invoice address, including an e-mail address for digital invoice dispatch, is correct.

Each subsequent invoice rewriting will be charged to the exhibitor at 210.00 Euro plus VAT.

§ 7 Media-Packages

With the Media Package, Messe Berlin offers its exhibitors a package of selected marketing tools to optimize their participation in the trade fair and their presence on the market.

Acceptance of the Media Package is mandatory. The costs are charged in the form of a flat rate.

The media package includes

- Listing as a partner on the website
- Listing in the exhibitor directory
- Company logo & company profile on website
- 3 contact persons in company profile
- Linking of social media channels in your profile
- Linking to company website
- Linking of videos
- Representation of up to 3 products.

§ 8 International Representatives

Messe Berlin maintains a worldwide network of foreign representatives, whose contact details can be obtained from the Messe Berlin website at

<https://www.messe-berlin.de/en/company/messe-berlin-worldwide/>.

All exhibitors based outside Germany are entitled to be advised from the international representative responsible for them.

The service includes the provision of information on events and entry requirements, and in particular assistance with visa matters.

§ 9 Exhibitor passes and assembly and dismantling passes

9.1 Exhibitors are entitled to free exhibitor passes, valid for the entire duration of the exhibition, in the following numbers:

- 4 pieces for a stand area of 10 m²
- 1 for each additional 10 m² completed

The codes for the free exhibitor passes will be sent from the e-mail address **tickets@messe-berlin.de** to the contact person named in the registration. At the same time, the codes will be assigned to an exhibitor account generated for each exhibitor and can be viewed/tracked there (who redeemed or used the code and when). All additional ticket codes ordered via BECO will also be sent or stored in the exhibitor account.

9.2 Additional exhibitor passes can be purchased at a price of EUR 40.00 each (incl. VAT) in the BECO Webshop.

9.3 Each exhibitor will receive the required number of passes for set-up and dismantling free of charge. Set-up and dismantling passes are not valid for the duration of the Smart Country Convention. The construction and dismantling passes must be ordered independently via BECO and made available to each service provider (stand construction, agency, etc.). Access to the event grounds is not possible without a valid pass, even during construction and dismantling.

§ 10 Berlin ExpoCenter online (BECO)

After admission, the necessary forms are available to the exhibitor online in the exhibitor Service Area of the Event website <https://beco.messe-berlin.de/en/content/eshop/index.html>, in which everything worth knowing regarding service companies, installations, stand construction and design, insurance, parking permits, public relations and advertising is summarized. The order deadlines must be strictly observed, any delays will be charged with surcharges.

§ 11 Technical guidelines

The exhibitor must observe the Technical Guidelines ExpoCenter City ("Technical Guidelines of Messe Berlin") with all the design, fire protection, building regulations and other safety provisions contained therein. The exhibitor is obliged to comply with the provisions of the Law on Technical Equipment (Equipment Safety Law), to which special reference is made following the Technical Guidelines. The Technical Guidelines of Messe Berlin are available in the download area of Messe Berlin <https://www.messe-berlin.de/en/extra-pages/download-center/>.

11.1 Stand design/appearance (hall areas)

Individual stand: Walls bordering on visitor aisles must be broken up by installing transparent showcases, niches, displays, etc., thus documenting the open character as an exhibition stand of the event. The closed portion on one side of the aisle may not exceed 30%, a closed wall may be a maximum of 3m long and must be graphically designed on the aisle side. In order to reflect the open stand concept of the Smart Country Convention, walls on closed stand sides may only extend to within 1m of the open aisle side. Approval is required for such stand structures. The rear sides of stands with a height of 2.50 m or more that border on neighboring stands must be kept neutral so as not to interfere with the design of the neighboring stand. The lessee is obliged to erect a stable, white partition wall against the directly adjacent neighboring stand without any advertising message. Approval is required for such stand constructions.

11.2 Stand design/appearance (hub27)

The Technical Guidelines of Messe Berlin apply.

In addition, the following event-related policies & information apply:

In the ceiling area of hub27, the organizer's uniform construction zone applies. The equipment in accordance with the package prices includes the uniform ceiling branding, as well as an area-wide simple basic illumination of the entire stand area. **Exhibitors are not permitted to attach or hang their own advertising media or lighting equipment.** Additional lighting technology is to be obtained from the service partner CSG after the space has been allocated.

In order to support the open character of the convention, own booth structures are to be planned according to the following scheme (explanatory graphic on the following page):

- The sides bordering on a visitor corridor may be built on to a maximum height of 1.4m in the first 20% of the depth of the stand and may not be closed for longer than 3m at a time. **The construction of walls higher than 1.40m along a stand edge adjacent to a visitor aisle is prohibited.**
- The remaining inner individual building zone may be built up to a maximum height of 2.5m. Continuous walls may not exceed 30% of the respective stand length.
- The rear sides of stands adjoining neighboring stands must be kept 2.5m high and neutral so as not to interfere with the design of the neighboring stand. **The tenant is obliged to create a joint-free, stable, white partition wall without any advertising statement against the directly adjacent neighboring stand.**

The stand constructions mentioned under section 11.2 must be submitted to the Technical Event Management for approval. The submission of the complete stand construction plans must be made by 1/9/2023.

§ 12 Building supervision and fire protection regulations

Emergency exits, entrances and exits, fire alarms, hydrants, smoke dampers, electrical distributions and switchboards, telephone distributors and ventilation slots must be freely accessible and may not be obstructed. The use of open fires for cooking, heating and operating purposes is prohibited. Packing material, paper and other easily combustible materials may not be left lying around or stored in the halls.

Outside the halls, vehicles, containers, other storage containers and materials may be parked only from 5 m from the hall wall. Detailed technical and construction regulations can be found online in the BECO webshop.

§ 13 Regulations

- 13.1 The exhibitor is responsible for cleaning of the individual stand. Should external personnel be used, the cleaning service must be ordered via the BECO Exhibitor Shop.
- 13.2 The Exhibitor is responsible for the delivery and removal of the exhibition goods and for clearing the stand at his own expense and risk. In the interest of an orderly handling of the work, the use of forwarding agents is recommended.
- 13.3 Please observe the guidelines for arrivals and departures as well as car entrances to the grounds contained in the traffic guide.
- 13.4 Motor vehicles without a parking permit for the exhibition grounds may only enter the grounds before and after the official opening hours.
- 13.5 Exhibitors' parking space requests on the exhibition grounds will be taken into account as far as possible; no entitlement to a specific parking space can be granted. Parking permits can be ordered via the BECO Exhibitor Shop
- 13.6 Within one hour after the end of the daily opening time, exhibitors and accompanying persons must have left the halls and cleared the grounds of vehicles. Persons wishing to leave the event with packages must prove their origin at the exit control.
- 13.7 Animals may not be brought onto the exhibition grounds.

§ 14 Construction measures

Should construction work be carried out on the exhibition grounds at the time of the Event, Messe Berlin will endeavor to safeguard the interests of exhibitors and minimize any inconvenience. In the course of construction work, there may also be disturbances and construction noise in the access areas.

Claims of any kind cannot be derived from this circumstance.

§ 15 Official approvals

The exhibitor is responsible for ensuring that the permits required for his and his agents' activities on the stand or grounds are available and that the applicable trade law or police regulations are complied with. Any doubts that may exist must be clarified with the relevant authorities and, insofar as regulations under trade law are concerned, with the District Office of Charlottenburg von Berlin - Department of Economic Affairs.

Ordnungsamt Berlin - Charlottenburg-Wilmersdorf
Hohenzollerndamm 174-177
10713 Berlin

§ 16 GEMA fees

A license from GEMA is required for the public performance of copyrighted music, whether as background music or as part of a separate event, whether for all trade fair visitors or for invited guests, and regardless of the form of performance (live, audio/CD/MP3/vinyl/streaming) or video (DVD/MPEG/streaming)). Applications are to be made via the online portal <https://www.gema.de/en/musicusers/> (for questions contact GEMA +49 (0) 30 58858 999 | kontakt@gema.de Monday to Friday 07:00 - 18:00)

§ 17 Visual and acoustic representations

- 17.1 The volume for product presentations during the Event must at all times be such that adjacent exhibitors are not adversely affected by the presentation. The noise emanating from a stand may therefore not exceed an average level (Leg) of 70 dbA (A) at the boundaries of the stand. In order to prevent visual and acoustic interference with other exhibitors, demonstrations must be coordinated with the neighboring exhibitors.
- 17.2 The times of the presentations must be coordinated with the other stands or with the respective stage programme in the respective hall.

Messe Berlin GmbH is entitled to prohibit presentations and shows at any time in the event of non-compliance. It reserves the right to switch off the power and, in the event of a repeat offence, to have the stand closed down. This applies mutatis mutandis to all demonstrations, including those using video and audio media, which are only permissible if they do not cause a nuisance to neighbouring stands or block the aisles of the public.

- 17.3 This applies mutatis mutandis to all events and presentations, including those by means of visual and audio media. Messe Berlin is entitled to prohibit demonstrations at any time in the event of infringements. Registration is compulsory for events on the stand (e.g. receptions), as well as for events that extend beyond the daily opening hours

§ 18 Radio frequency, radio equipment

- 18.1 The operation of high-frequency, radio systems and other transmitters for communication purposes are subject to notification or licensing by the Federal Network Agency for Electricity, Gas, Telecommunications, Post and Railway, Berlin Branch Office, Seidelstraße 49, 13405 Berlin, [www.bundesnetzagentur.de].

The preferred frequency bands/ranges used by Messe Berlin's event-related transmission technology are listed in the ExpoCenter City Technical Guidelines under Item 5.11

- 18.2 If unauthorized frequencies are used, this will be prevented, as other exhibitors may be permanently disrupted in their trade fair presentation and the technical equipment of third parties may be damaged.
- 18.3 In order to prevent conflicts, we ask for frequency registration for the devices used for the event (manufacturer/model, frequency band, number of radio links used) to be sent to smartcountry@messe-berlin.de by 01.09.2023.

§ 19 COVID-19, Hygiene and Safety Concept

- 19.1 Exhibitors and co-exhibitors are obliged to inform themselves in advance of their participation in the Event about the

currently applicable regulations, laws, ordinances and other orders issued in connection with the containment of Coronavirus SARS-CoV-2 (COVID-19) ("COVID-19 regulations") and to comply with them. In addition, exhibitors and co-exhibitors are obliged to observe the hygiene and safety measures issued by Messe Berlin for the Event, in particular the Hygiene and Safety Concept for the Event (<https://www.messe-berlin.de/en/visitors/allgemeine-informationen/>). Against the background of the dynamic development of coronavirus, exhibitors and co-exhibitors acknowledge that Messe Berlin is entitled to adapt hygiene and safety measures to the current legal situation at any time and that they are obliged to keep themselves continuously informed of any changes, in particular via the Event website.

- 19.2 Insofar as the COVID-19 regulations currently in force at the time of the Event stipulate that persons participating in the Event must have tested negative for infection with the SARS-CoV-2 coronavirus, or other personal restrictions on participation apply to protect against infection with the coronavirus, exhibitors and co-exhibitors are obliged to comply with these regulations and with the requirements issued by Messe Berlin in this connection, and to inform the persons employed by them and third parties commissioned by them accordingly.

Exhibitors and co-exhibitors are responsible for complying with the applicable hygiene and protection regulations on their stand. In addition, exhibitors and co-exhibitors must ensure that third parties commissioned by them are informed about the regulations and measures to be observed and comply with them. Messe Berlin reserves the right to exclude the persons concerned from participation in the Event in the event of any violations of the provisions for the containment of the COVID-19 virus and/or non-compliance with the hygiene and safety measures.

§ 20 Advertising

- 20.1 The distribution of advertising material on the stand is only permitted for the Exhibitor's own company and only for the products exhibited by the Exhibitor
- 20.2 Advertising for other companies is not permitted; in particular, any advertising for customers of the Manufacturer is also prohibited.
- 20.3 Any advertising outside the rented stand, e.g. the affixing and distribution of printed advertising material or samples as well as the writing on hall walls, is prohibited within a defined ban mile on the event site. This also applies mutatis mutandis to the distribution of printed beverage cups or cans or similar. Excluded from this are measures taken by exhibitors in connection with the promotion of activities that take place in coordination with Messe Berlin and in the interest of the general trade fair activities.
- 20.4 Messe Berlin reserves the right, at the Exhibitor's expense, to remove unlawfully displayed advertising and to prevent unlawful advertising. Exhibitors are also liable for infringements by their co-exhibitors or companies additionally represented on the stand.
- 20.5 Messe Berlin also reserves the right to prevent or remove, at the Exhibitor's expense, any announcements whose content it deems to be in breach of statutory regulations.

§ 21 Food and drinks

- 21.1 For the serving of food and beverages (including samples) at the exhibition stands, the Exhibitor shall strictly comply with the statutory regulations, in particular the Catering Act as well as orders of the Veterinary and Food Supervisory Office.
- 21.2 Responsible for applications for the granting of a restaurant permit (Gestattung) with regard to the serving of alcoholic beverages at the stand is the

Public Order Office Berlin -
Charlottenburg-Wilmersdorf
Hohenzollerndamm 174-177
10713 Berlin

(<https://service.berlin.de/dienstleistung/327483/>)

§ 22 Leads

- 22.1 Messe Berlin offers Exhibitors the transfer of personal data of event participants (hereinafter "Leads") within the scope of certain sponsorship packages for the Smart Country Convention 2023 under the following conditions.
- 22.2 Messe Berlin transmits to the Exhibitor (depending on the sponsorship packages booked) personal data of the so-called leads who have expressly consented online to the transmission and processing of data for the purpose stated below as part of their registration for the event. In detail, this concerns the following data categories: First name, last name, contact details, organisation name, industry and position of the leads concerned. The exhibitor has taken note of the data protection information posted online (<https://scc.messticket.berlin/page/datenschutz/>) and the declaration of consent of the trade visitors.
- 22.3 Exhibitors and Messe Berlin agree that they are each independently responsible for the processing of the personal data of the Leads in their respective areas of responsibility. To this extent, each contracting party is solely responsible for the lawfulness of the processing of this personal data and compliance with all applicable data protection laws, including the DS-GVO and the Federal Data Protection Act (together "Data Protection Laws"), in their respective areas of responsibility.
- 22.4 The Exhibitor undertakes to process the personal data of the Leads provided to it by Messe Berlin solely for the purpose of contacting them once by e-mail in order to promote its own products and services. The Exhibitor will in any case process the personal data provided to it in compliance with the applicable legal provisions.

Description of service

Partner packages:

Startup – in the hub27

including stand construction to ensure the uniformity of the overall concept
Price: EUR 1.950,00

5 free tickets for your partners and customers

2 exhibitor passes

Media Package

Basic S – Stand space: 10 m2 in the hub27

including stand construction to ensure the uniformity of the overall concept

Regular EUR 18.000,00

Bitkom members EUR 14.000,00

10 free tickets for your partners and customers

4 exhibitor passes

Media Package

Basic M – Stand space: 20 m2 in the hub27

including stand construction to ensure the uniformity of the overall concept

Regular EUR 32.000,00

Bitkom members EUR 22.000,00

20 free tickets for your partners and customers

5 exhibitor passes

Media Package

Basic L – Stand space: 50 m2 in the hub27

including stand construction to ensure the uniformity of the overall concept

Regular EUR 70.000,00

Bitkom members EUR 55.000,00

50 free tickets for your partners and customers

8 exhibitor passes

50% randomly selected leads from individuals who have consented to sharing: name, email and organization

Media Package

Advanced – Stand space: 100 m2 in the hub27

Regular EUR 110.000,00

Bitkom members EUR 82.500,00

100 free tickets for your partners and customers

13 exhibitor passes

3x Air Time / talk or panel

100% of leads from people who have consented to sharing: name, email and organization

Media Package

- Appointment in mailings & flyers
- on site branding

Additional:

- Publication of editorial content in the News feed of the website
- 2x VIP passes for bluelounge

Premium – Stand space: 200 m2 in the hub27

Regular EUR 185.000,00

Bitkom members EUR 135.000,00

200 free tickets for your partners and customers

23 exhibitor passes

3x Air Time / talk or panel

1x Workshop in the workshop area

100% of leads from people who have consented to sharing: name, email and organization

Media Package

- Appointment in mailings & flyers
- on site branding

Additional:

- Publication of editorial content in the News feed of the website
- placement in social media
- 4x VIP passes for the bluelounge

Platin – Stand space: 400 m2 in the hub27

Regular EUR 325.000,00

Bitkom members EUR 250.000,00

400 free tickets for your partners and customers

43 exhibitor passes

3x Air Time / talk or panel

2x Workshops in the workshop area

1 x C-Level Keynote on the Plaza

100% of leads from people who have consented to sharing: name, email and organization

Platin Branding

- Prefixed and highlighted placement as a platinum partner on the websiteMedia Package
- Appointment in mailings & flyers
- on site branding

Additional:

- Highlighted publication of editorial content
- content in the news feed of the website
- exclusive placement in social media
- Native-Ad: placement of content in the event- newsletter
- Mention in press release about the event
- Logo on event ticket
- Option for exclusive provision of lanyards
- Display of the logo on stage screens
- between presentations
- VIP visits to partner stand
- 6x VIP Passes für die blueounge

Joint stand

(Countries and public institutions)

Stand space: 50 m2 in the hub27

(including stand construction)

Special price EUR 55.000,00

Up to 6 Co-exhibitors

Larger joint stands are also possible. (Price on request)

50 free tickets for your partners and customers

6 exhibitor passes

Media Package

- Appointment in mailings & flyern
- plus EUR 360,00 per co-exhibitor

Authorities Special**Stand space: 100 - 400 m2 in the hub27**

Choice of 4 material variants. As an accent, a desired color can be freely defined (RAL/Pantone).

3x air time/lecture or panel

up to 400 free tickets

up to 2 workshops in the workshop area

Package can only be booked with stand construction. For the stand construction an additional offer will be made.

Co-exhibitors – in the hub 27

5 free tickets for your partners and customers

2 exhibitor passes

Price EUR 360,00

Media Package