

## Showcase your company on your trade fair stand and beyond

Advertising/marketing and sponsorship services



Make your attendance at expopharm memorable and put together your own advertising package.

Munich, 09-12 October 2024







We look forward to welcoming you as an exhibitor at expopharm 2024. To maximise your visibility at the trade fair, we have compiled a variety of interesting options for you on the following pages. We are sure that you will find the right solution for whatever you need to optimise your presence at expopharm.

Besides traditional advertising media in the run-up to expopharm, such as the discount book and the offers of pharmaceutical journal 'Pharmazeutische Zeitung', you can expand your presentation during the trade fair beyond your booth with our sponsorship offers on site in Munich and online.

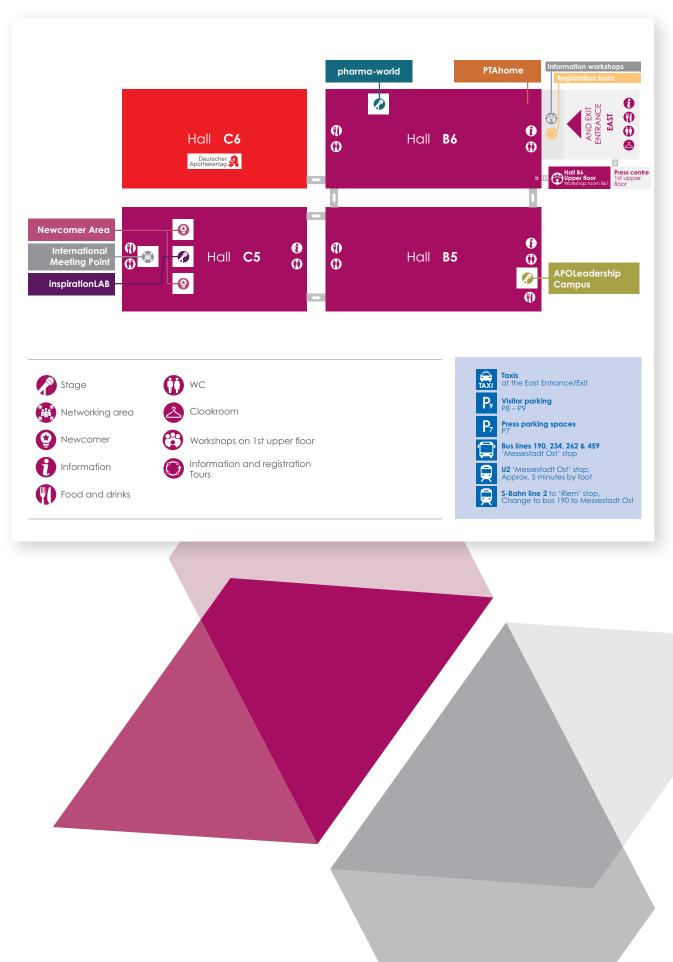
Simply put together your own advertising package, fill out the order form at the end of the brochure and send it to t.hoenig@avoxa.de. We will take care of the rest for you. Many of the advertising services are only available for a limited time – so it pays to be quick!

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### General site overview



### Video walls

Do you want to be seen directly by roughly 25,000\*\* visitors at expopharm? And at least 32 times over all days of the trade fair? Then display your message on our three video walls, which are located on the stages of pharma-world, ApoLeadership Campus and inspirationLAB. Your message will be played simultaneously on all displays during the presentation breaks and will thus be etched into the minds of the visitors. No one will be able to get past you in Munich!

Your videos will also be presented online – three months before expopharm. Your videos will be presented in the Highlight media library and in the exhibitor area on www.expopharm.de. We will also share your link via our newsletter to increase your visibility and reach.

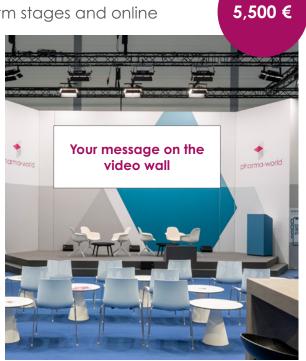
#### Video wall commercial

Become clearly visible on the expopharm stages and online

- + 10 seconds (production by exhibitor)
- + at least 8 times a day x 4 days
- 3 video walls on the stages of pharmaworld, ApoLeadership Campus and inspirationLAB
- + Running time during the presentation breaks
- + Placement 3 months before the start of the trade fair on www.expopharm.de
- + Link in newsletters to attract participants

#### Contact in case of questions

expopharm Partner & Sales Management Tobias Hönig Email t.hoenig@avoxa.de



#### Add to order form now

\*\* Average values from expopharm events

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### Exhibitor interview

The expopharm Highlight media library on www.expopharm.de is the digital extension to the on-site event for remote visitors at home. For four days, the videos included there provide images, interviews, impressions and short insights into the trade fair events.

Present your company or your brands directly at your booth in a personal interview in the Highlight media library and reach your target group outside the exhibition halls. Then use the video material made available to you to promote your trade fair presence on your own channels.

#### Exhibitor interview

Your personal message to the Highlight media library audience

- + 3–5 minutes with questions from an expopharm reporter
- + Link to online company profile
- Integration into the Highlight media library on www.expopharm.de with permanent access for all website visitors
- Provision of the video in expopharm branding, during the trade fair for your own channels within 24 hours

#### Contact in case of questions

expopharm Partner & Sales Management Tobias Hönig Email t.hoenig@avoxa.de



800 €

# Programme insert in pharmaceutical journal 'Pharmazeutische Zeitung'

Would you like to take advantage of the reach of the leading pharmacy magazine\*?

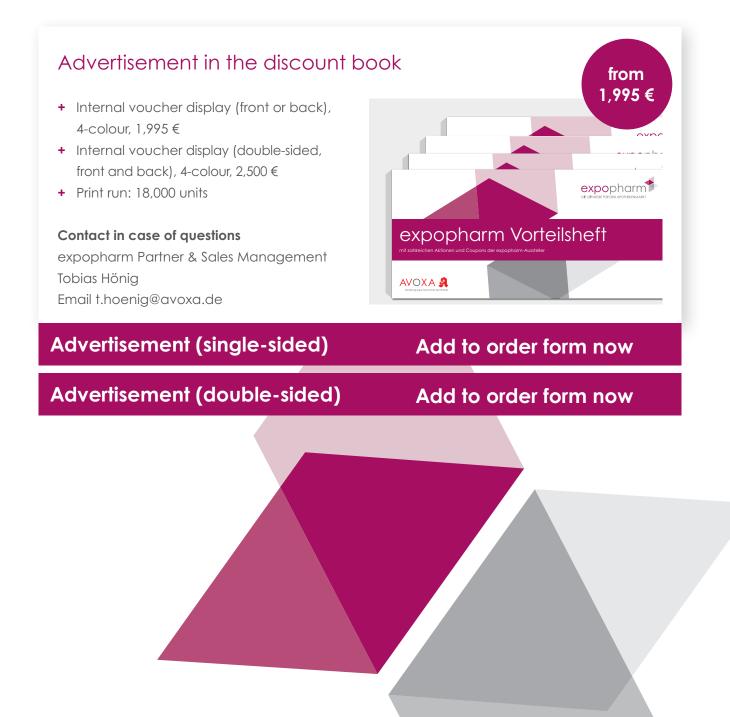
Then book your advertisement now in the programme insert, which will be included in the September issue of pharmaceutical journal 'Pharmazeutische Zeitung', and make sure that all readers see your message. The programme insert provides an overview of the extensive stage programme and makes it easier to plan the visit to the trade fair. With the included hall plans and list of exhibitors, your target group will easily find their way directly to your booth.

#### Advertisement in the programme insert from 1,000 € + 1/1 advert 200 x 290 mm (WxH) + 3 mm bleed all round (without crop marks), CMYK, on U2 or U4, 4,800 € **FÜR UNSER** FACHWISSEN + 1/2 advert 200 x 145 mm (WxH) + 3 mm bleed all round (without crop marks), CMYK, 2,000 € + 1/4 advert 200 x 72.5 mm (WxH) + 3 mm bleed all round (without crop marks), CMYK, 1,000 € Contact in case of questions expopharm Partner & Sales Management Tobias Hönig AXOVA Email t.hoenig@avoxa.de Advertisement (1/1) Add to order form now Advertisement (1/2) Add to order form now Advertisement (1/4) Add to order form now

### Discount Book

Would you like to send your exclusive trade fair offer to all 17,500 pharmacies in Germany before expopharm?

Then invite the entire pharmacy team to your booth at expopharm with your promotional voucher, discount or competition. The discount book is one of the classic expopharm advertising materials. It is sent to every pharmacy in the run-up to expopharm. It is also available at www.expopharm.de. This ensures that you generate the right leads in Munich.



### Lanyards

Would you like to introduce yourself to around 25,000 trade fair visitors in an exclusive fashion?

Then secure this unique sponsorship and ensure that all visitors wear lanyards branded with your logo.

#### Exclusive sponsorship lanyards

- + limited to one sponsor
- + 25,000 units
- + Logo of expopharm and sponsor
- + Production by Avoxa
- + Handout in the expopharm entry area

#### Contact in case of questions

expopharm Partner & Sales Management Tobias Hönig Email t.hoenig@avoxa.de



### Wi-Fi

Would you like to welcome visitors right as they enter the trade fair?

Then give the free guest Wi-Fi your name exclusively. All visitors connecting to the free Wi-Fi must first register on the portal page, where they will immediately see who is giving them access to the online world. This way you can make a lasting impression right from the start of the trade fair.

#### Exclusive sponsorship of Wi-Fi

- + limited to one sponsor
- + Sponsor's name displayed in the WI-FI NAME
- + Forwarding of visitors to the sponsor's landing page after registration on the network
- + WI-FI available in all exhibition halls

#### Contact in case of questions

expopharm Partner & Sales Management Tobias Hönig Email t.hoenig@avoxa.de





### International Meeting Point

Would you like to attract the attention of the international pharmaceutical sector?

Then the poster boards at the International Meeting Point are exactly the right advertising medium for your message! The International Meeting Point brings together players from the global pharmaceutical procurement sector as well as pharmaceutical importers and exporters. Use this international setting to make your name known far beyond national borders.

#### International Meeting Point poster boards 1,500 € + Limited to 10 exhibitors + Non-illuminated textile stretch frame with exhibitor's design on printed fabric covering DESTO International (front and back) UP Meeting Point + Keder frame size: Width: 1 m x Height: 2 m + Site: Community space at the International Meeting Point in Hall 3.2 Contact in case of questions expopharm Partner & Sales Management Tobias Hönig Email t.hoenig@avoxa.de



Would you like to advertise beyond your booth, for example on the way to it, in the outdoor section or in and in front of the entrance area? Then use the advertising space at Messe München to showcase your company beyond your booth.

Below you will find a brief selection of possible advertising spaces on the exhibition grounds. With years of experience, our partner Messe München will work with you to find the right advertising format for you – just ask:

#### Contact in case of questions

expopharm Partner & Sales Management Tobias Hönig Email t.hoenig@avoxa.de

The prices for all Messe München trade fair site sponsorship packages do not include production costs.

#### City Light Poster

Location Size East Entrance 112 x 168 cm (both sides) 200 x 140 cm (both sides)



#### Pillar signs

LocationEast EntranceSize126 x 200 cm (both sides)



#### Glass roof banner

LocationEast EntraSize400 x 100 a

East Entrance 400 x 100 cm (both sides)



#### Tower (4 sides)

Location Size East Entrance 131 x 241 cm 185 x 369 cm 246 x 496 cm



#### Windmaster

Location Size East Entrance 79 x 114 cm (both sides)



#### Cube (6 sides)

Location Size East Entrance 139 x 139 cm 198 x 198 cm 290 x 290 cm



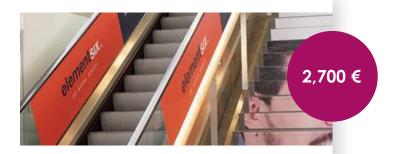
#### Film wrapping of glass surfaces/ hall transition areas

Location Size Hall transition areas diverse



#### Glass surfaces on escalator

Location Size East Entrance 960 x 62.5 cm (both sides)



#### Lightbox

Location Size East Entrance/Hall transition areas 198 x 248 cm 360 x 250 cm 398 x 248 cm 598 x 248 cm 250 x 200 or 200 x 250 (both sides)

#### CRIME SOURCING EXCELLER ELLER ELER ELLER ELLER

#### Illuminated module

Location Size East Entrance/Hall transition areas 120 x 200 x 20 cm (4 sides) 210 x 250 x 30 cm (4 sides) 200 x 310 x 100 cm (4 sides) 400 x 250 cm (single-sided) 500 x 250 cm (single-sided)



#### Mobile wall surface

Location Size East Entrance 150 x 250 cm



#### Staircase steps

Location Size Atrium East Entrance 200 x 12.5 cm 250 x 15 cm



#### Wall surface

Location Size East Entrance 297 x 437 cm 597 x 437 cm 1000 x 300 cm 900 x 300 cm



#### Expressway hanger

Location Size Expressway 250 x 50 cm



#### Stickers in the sanitary area

Location

Size

in the hall bathrooms or entrance area 30 x 30 cm 60 x 20 cm 60 x 30 cm 79 x 30 cm



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#### Hall transition area banner

Location Size Hall transition areas 400 x 100 cm (both sides)



#### Film wrapping

Location Size Atrium/Expressway 294 x 143 cm 295 x 145 cm



#### Hall entrance space

Location Size Hall transition areas 204 x 189 cm



#### Gate stickers

Location Size Atrium/loading zone 586 x 211 cm 491 x 471 cm



#### Advertising carpet

Location Size Hall transition areas 200 x 400 cm 200 x 600 cm



### Pharmazeutische Zeitung offers

Would you like to notify the entire pharmacy community about your trade fair appearance in the run-up to expopharm?

Then enhance your visibility early on with the exclusive crossmedia communication offers of expopharm's media partner, 'Pharmazeutische Zeitung'. With a weekly circulation of around 30,000 copies, 'Pharmazeutische Zeitung' is the leading weekly pharmaceutical journal in Germany.

Our 'Pharmazeutische Zeitung' partners have compiled a range of attractive packages for you to ensure that your message is placed exactly where it will be seen! They will also gladly create a customised communication offer for you based on your wishes!

PHARMAZEU"

PHARMAZEUT ZEITUNG

#### Contact in case of questions

Ramona De Filippis, Advertising Department Manager Email: r.defilippis@avoxa.de Telephone: +49 (0)6196 928-221



Communication offer PRINT small

- 1/2 page in pharmaceutical journal
  'Pharmazeutische Zeitung'
  Edition #40, #41 or #42
- 1/2 page expopharm special (included with PZ #37)

#### Package 2

Communication offer PRINT large

- 1/1 page in pharmaceutical journal
  'Pharmazeutische Zeitung'
  Edition #40, #41 or #42
- 1/1 page expopharm special (included with PZ #37)

7,267.50 €

minus 10% AE

10,536 €<sup>\*</sup> \*minus 10% AE

### Pharmazeutische Zeitung offers

#### Package 3

Communication offer ONLINE

- + Medium rectangle 50,000 Als (+15,000 Als on top)
- + Display with focus on expopharm article

Package 4 Communication offer CROSSMEDIA

- 1/2 page in pharmaceutical journal
  'Pharmazeutische Zeitung'
  Edition #40, #41 or #42
- 1/2 page expopharm special (included with PZ #37)
- + Medium Rectangle 30,000 Als Display with focus on expopharm article
- Online crossmedia discount:
  10,000 Als medium rectangle on top



**3,500 €\*** \*minus 10% AE

#### Package 5

Company profile CROSSMEDIAL

- + Company profile print, expopharm special edition (special price)
- Company profile online at pharmazeutische-zeitung.de (Special price)

1,416 €

### Press compartment

Distribute information about your company, products and solutions to press representatives at the location.

#### Press compartment in the press centre

- + Fill a press compartment in the press centre with your press folders.
- + You can refill the press compartment at any time at the location.

#### Contact in case of questions

expopharm Partner & Sales Management Tobias Hönig Email t.hoenig@avoxa.de



### Partner news

Would you like to take advantage of the media reach of the expopharm website for your own communication efforts?

Then post your partner news on expopharm.de and tell the website users more about your company or products and services to get them interested in meeting you at the trade fair before expopharm even starts. Benefit from over 1,060,000 page impressions during the entire communication period.

#### Partner news

- + Inclusion on the news page at expopharm.de
- + Link in a visitor newsletter to approx. 44,000 recipients
- + Also appears on your online company profile
- + Period of appearance on website: from publication to the end of the trade fair
- max. 2,000 characters incl. spaces, image/ logo in jpg/png format 300x300 pixels

#### Contact in case of questions

expopharm Partner & Sales Management Tobias Hönig Email t.hoenig@avoxa.de



#### Bestellung expopharm Werbeleistungen

Munich // 09-12 October 2024



We would like to order the following advertising services in accordance with the General Business Terms and Conditions:

5,500 €
800 €

Programme insert in pharmaceutical journal 'PZ'	
i) 1/1 advertisement   U2 or U4	4,800 €
i) 1/2 advert	2,000 €
i 1/4 advert	1,000 €

Disc	Discount Book		
í	Advertisement in the discount book   Enclosed voucher display (one-sided)	1,995€	
í	Advertisement in the discount book   Enclosed voucher ad (double- sided)	2,500 €	

#### Sponsorship

í	Exclusive sponsorship lanyards   Limited to 1 sponsor		30,000 €
í	Exclusive sponsorship WI-FI   Limited to 1 sponsor		8,000 €
í	International Meeting Point poster boards   max. 10 pieces	Piece	1,500 €

Miscellaneous		
(i) Press compartment in the press centre	150€	
i Partner news	300 €	

#### Bestellung expopharm Werbeleistungen

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Exhibitor details	Contact person details	Invoice details (if different)	
	The following person is responsible for our involvement at expopharm		
Our full company name is	Ms Mr	full company name	
Stand No.	First and last name	Street, house number	
Street, house number	Telephone number for queries	Postcode and city	
Postcode and city	Email address for queries	Country	
Country		PO no.	
VAT ID No.		VAT ID No.	

#### Data protection information

The personal data required to conclude the contract will be handled in accordance with the regulations set by the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). To find out more information about our privacy policy, please visit our website at https://www.expopharm.de/messe/apotheken/event.php?pg=datenschutz&link-place=footer&setlang=en.

By providing this declaration, we accept the Terms of Avoxa – Mediengruppe Deutscher Apotheker GmbH, 65760 Eschborn, in particular the General Business Terms and Conditions for the booking of advertising/marketing and sponsor services for expopharm in addition to the Supplementary Business Terms and Conditions for advertising on advertising space at Messe München.

Place of performance: Eschborn

Place of jurisdiction: Frankfurt/Main

		1Å	
City and date	Signatory's name	Legally binding signature	
Please send the completed and signed form to the following email address: t.hoenig@avoxa.de			

All prices are plus VAT at the statutory rate applicable on the invoice date.





### **General terms and conditions**

for booking of advertising/marketing and sponsor services for expopharm in addition to the Supplementary Business Terms and Conditions for advertising on advertisement spaces at Messe München

### Munich // 09-12 October 2024



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The following terms and conditions apply for booking of advertising/marketing and sponsor services for exhibitors at expopharm 2024 in Munich. The General Business Terms and Conditions in the version current on the registration date apply exclusively. We do not recognise contradictory provisions of exhibitors/partners or provisions which deviate from our general and supplementary terms. Our Terms also apply if we enter into a contract or perform services in knowledge of exhibitor/partner conditions that conflict with or differ from our Terms.

#### 1. Event name

expopharm 2024 Europe's leading trade fair for the pharmacy market

#### 2. Event dates and venue

09/10/2024-12/10/2024

Messe München GmbH Exhibition grounds 81823 Munich, Germany

#### 3. Organiser/partner

Avoxa – Mediengruppe Deutscher Apotheker GmbH (referred to as the 'organiser' hereafter) Carl-Mannich-Strasse 26, 65760 Eschborn, Germany Telephone: +49 6196 928-410 Fax: +49 6196 928-404 Email: aussteller@expopharm.de Internet: www.expopharm.de

# 4. Trade fair service provider/technical services (advertising space at Messe München)

Customer Success Telephone: +49 89 949-20591 Email: marion.maurer@messe-muenchen.de

Messe München GmbH Exhibition grounds 81823 Munich, Germany Telephone: +49 89 949 - 20720 Fax: +49 89949 - 20729 Email: newsline@messe-muenchen.de Internet: www.messe-muenchen.de

#### 5. Partners/exhibitors

The offer for the booking of advertising/marketing and sponsor services for expopharm is exclusively directed at exhibitors approved for the expopharm trade fair.

An exhibitor is someone who, on the basis of a contract with the organiser, participates at the trade fair with a dedicated booth, or someone who, as an approved co-exhibitor, shares a booth with another company.

#### 6. Subject matter of the advertising/ marketing and sponsor services

With the exception of marketing for its company, only such products, processes or services of the exhibitor for which the exhibitor has been approved as a participant at the trade fair may form part of the subject matter of the advertising/marketing and sponsor services.

Products, processes and services that are not listed in the admission confirmation for the exhibitor must not be exhibited, advertised or offered. The organiser may remove prohibited products or advertising and put them into storage at the cost of the exhibitor.

The organiser assumes no guarantee that the products or services stated in the admission confirmation are compatible with applicable law, or that they may be offered against payment or free of charge in pharmacies under the law governing pharmacies, competition law or professional regulations. No legal assessment is carried out.

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#### 7. Conclusion of a contract

On the basis of the conclusion of a contract between the organiser and exhibitor, a contract concerning the advertising/marketing and sponsor services offered by the organiser enters into force. The content of the advertising/marketing and sponsor services is derived from the organiser's portfolio. Technical and other implementation requirements will be specified to the exhibitor by the organiser. The organiser may make the implementation of services dependent on compliance with technical and graphical requirements.

The contract is deemed concluded on written confirmation by the organiser (booking confirmation) regarding the advertising/marketing and sponsor services. The exhibitor expressly waives the requirement of a declaration of acceptance as a condition precedent for a contract with the organiser. No contract comes into effect from ordering advertising/marketing and sponsor services, for example via the organiser's order form, or confirmation of receipt of an order by the organiser.

If the booking confirmation differs from the exhibitor's order, the contract only enters into force on confirmation of the differing booking confirmation by the exhibitor. An offer from the organiser to the exhibitor concerning the conclusion of a contract at the terms set out therein is made in the booking confirmation. The organiser is bound by this offer for 7 days. Within this period of time, the exhibitor may accept this offer by providing a written declaration to the organiser. After the expiry of 7 days from receipt, further written acceptance from the organiser is required.

The contract is always concluded with the exhibitor who places the order personally and is restricted in terms of subject matter to the ordered advertising/ marketing and sponsor services. Any extension of a confirmed contract or order requires the prior written approval of the organiser again.

For legal entities, the order must specify the full company name, the registered office and the identity of the legal representative. Data is stored in accordance with the valid data protection provisions which are hereby recognised.

The advertising/marketing and sponsor services which are offered are non-binding unless they become part of the subject matter of a contract with the exhibitor. Presenting the advertising/marketing and sponsor services or the event or our services in brochures, newsletters, other advertising efforts or via our online presence and the granting of the opportunity to order is therefore, in principle, not associated with a binding offer to conclude a contract.

The organiser shall be entitled to use third parties to provide the contractually agreed services.

The implementation of advertising/marketing and sponsor services at the trade fair by an exhibitor's staff, subcontractors or partners requires the written permission of the organiser.

The conclusion of the contract takes place under the proviso of the implementation of the event. The exhibitor will be informed without undue delay of any non-implementation of the event and/or the non-implementation will be announced publicly.

The booking confirmations shall be reviewed without undue delay after being sent and any deviations from the order or the assignment must be communicated without undue delay.

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#### 8. Order

The official order form (also available at www.expopharm.de) should be used to place orders. The order form must be completed in full, truthfully, unconditionally and without reservations. On request by the organiser, the exhibitor shall provide the organiser with binding, full, truthful, unconditional information without reservations concerning the subject matter of the advertisement (description and assignment to the products and subject areas set out in Section 8 of the Participation Conditions) for which it is ordering advertising/marketing and sponsor services from the organiser. Lack of requests for information from the organiser does not prejudice any failure of the organiser to check the subject matter of the advertisement.

By signing and submitting the order form, these Terms are acknowledged to form a binding part of the contract.

Insofar as the organiser does not immediately accept the order, it shall be entitled to accept the contract offer contained in the order or task within 10 days of receipt. From the 11th day after receipt of the order and before the booking confirmation is provided by the organiser, the exhibitor may withdraw from its order.

Insofar as the exhibitor does not specify in the order that all the ordered services are to be deemed one cohesive order, the order is always deemed to be non-cohesive and the ordered services are understood to be separate services.

If the advertising/marketing and sponsor services the exhibitor wishes to buy are no longer available, the exhibitor shall be free to amend the order or place the order on a waiting list. Acceptance on the waiting list is not associated with any kind of confirmation that the exhibitor will receive approval of services becoming available. Reservations or reservation confirmations issued before receipt of the formal order documents by the organiser are non-binding for both parties.

Conditions and reservations stated in the order are not binding and cannot be accommodated; in particular, preferences with respect to a certain location or time of individual advertising/marketing and sponsor services are non-binding unless otherwise agreed for the advertising measure. Requests for the exclusion of competitors will not be granted.

If an exhibitor wishes to participate as a domestic general or country representative of a foreign manufacturer or service provider and purchase advertising/ marketing and sponsor services, the binding order must also include the written consent of the manufacturer or service provider that shows that the general or country representative is the exclusive distributor for the Federal Republic of Germany.

#### 9. Transfer to third parties

Without the prior written permission of the organiser, it is not permissible to transfer the content of advertising measures or parts thereof to third parties, either for consideration or free of charge, for use or for the third party's own advertising/marketing and sponsor services.

In this context, transfer to third parties includes the exhibiting of and advertising for products, processes or services of third parties or such that are not specified in the booking confirmation or participation conditions for exhibitors at the trade fair or that fall outside of the trade fair subject areas. Munich // 09-12 October 2024



#### 10. Prices

All prices, costs and charges listed in presentations or quotations or booking confirmations are net prices/ fees. VAT at the statutory rate will be charged at the time of invoicing.

#### 11. Value added tax ID number

The organiser usually provides exhibitors (companies) with a standardised service – the so-called event service – in accordance with Section 3a.4 (2) German VAT Application Ordinance. The place of performance is determined in accordance with Section 3a (2) of the German Turnover Tax Act (UStG) and is located at the customer's place of registered office. The organiser will, in accordance with Section 13b (5) sent. 1 VAT Act, apply the reverse charge procedure when issuing an invoice without German VAT to the exhibitors (companies) from foreign countries. A prerequisite for presuming exhibitors from the European Union to qualify as businesses is the provision of a valid tax identification number by the exhibitor on the registration form.

The exhibitor is obliged to notify any changes in the VAT identification number to the organiser in writing and without undue delay. Exhibitors (companies) from outside of the EU who do not have a VAT ID number must establish their qualification as a business by providing an official document issued and signed by their country's fiscal authority.

If, in exceptional cases, services are not provided in the form of a standardised service in the above sense and VAT is chargeable, foreign exhibitors may, subject to meeting the statutory requirements, claim a refund of the invoiced VAT amount.

#### 12. Terms of payment

The organiser will issue an invoice or invoices for the amounts payable to the exhibitor by email. Invoice amounts are payable within 14 days of receipt of the invoice.

If the ordering party requests invoices to be issued to a third party, the ordering party will owe payment in addition to or instead of the third party.

All payments must be made by bank transfer with **"expopharm**" and the invoice number in the reference field. Transfers must be made to:

Avoxa – Mediengruppe Deutscher Apotheker GmbH Bank account:

Deutsche Apotheker- und Ärztebank eG IBAN: DE02 3006 0601 0001 3585 10 BIC: DAAEDEDDXXX

In the case of default, interest at a rate of 9% above the base rate will be payable.

In the case of a total or partial payment default or partial non-compliance with payment deadlines, the organiser shall be authorised to declare its withdrawal from the booked advertising/marketing and sponsor services and dispose over them at its sole discretion. The assertion of claims for compensation by the organiser shall not be affected by this.

The organiser in turn may make the order of advertising/marketing and sponsor services for third parties conditional on the timely payment of all invoiced amounts by the purchaser/exhibitor.

The organiser is authorised to seize the exhibitor's booth equipment and display products as compensation for the exhibitor's failure to abide by its obligations. Section 562a Sentence 2 Civil Code does not apply. If



payment is not received within the prescribed period, the organiser shall give the exhibitor notice and then be authorised to sell the seized items at its sole discretion.

#### 13. Termination, retention

The organiser is authorised to terminate the contract with a notice period of three months before the respective event start date if a summary assessment by the organiser arrives at the conclusion that the exhibition can probably or definitely not be held as planned due to orders from public authorities or by virtue of law, e.g. due to an expected reduction of the permitted number of exhibitors or visitors, or because the organiser cannot be expected to conduct the event for commercial reasons, e.g. due to a significant increase of the expected costs, a significantly lower number of participants (exhibitors/visitors), or due to a significant increase of the required space. In the event of the termination of the contract, the organiser shall refund the payments it has received from the exhibitor for advertising/marketing and sponsor services.

The organiser shall be authorised to terminate the contract concerning the agreed advertising/marketing and sponsor services, in part or in full, on an extraordinary basis without notice or to retain the agreed services in part or in full in cases in which

- // the exhibitor loses its approval for the trade fair; the admission as an exhibitor or co-exhibitor was granted on the basis of false assumptions or disclosures, or if the admission requirements are no longer satisfied at a later point in time;
- // the exhibitor or its co-exhibitor exhibits or advertises goods or services that are not listed in the admission confirmation and registration form;
- // the advertising/marketing and sponsor services are used by a person other than the exhibitor listed in the admission confirmation, or if full or partial use of the booth is granted to a third party, whether against payment or free of charge;
- // the exhibitor is compelled to produce a statutory declaration to establish its assets, or if insolvency

proceedings over its assets are opened or rejected due to a lack of recoverable assets; the opening of insolvency proceedings is equal to an application for conducting insolvency proceedings if the proceedings are not terminated within 4 weeks from being opened;

- // the exhibitor infringes against applicable law in general and competition law and professional responsibility in particular with its advertising/ marketing and sponsor services;
- // the exhibitor advertises goods, services, media, companies or businesses that are not part of the product area approved by the organiser;
- // any advertising with content that is racist, pornographic or contrary to public decency is requested or displayed;

advertising is requested or displayed which violates significant interests of the Deutsche Apothekerschaft or the rules of professional conduct for pharmacists in the Federal Republic of Germany.

Exhibitors will be held liable for the infringements of their co-exhibitors.

In the event of extraordinary termination, the organiser has the right to remove or dispose of advertising/ marketing and sponsor services. The organiser shall further be authorised to collect the exhibitor passes and prohibit the involved individuals from gaining entry to the trade fair.

In the event of extraordinary termination without notice, the exhibitor shall bear the agreed costs for the agreed advertising/marketing and sponsor services as well as the other costs, including the costs of disposal or removal of the advertising/marketing and sponsor services. Munich // 09-12 October 2024



#### 14. Force majeure

The occurrence of an unforeseeable event that renders the planned conduct of the event impossible and that is not the fault of the organiser (force majeure incl. a pandemic; orders issued by a public authority or by statute) shall authorise the organiser to cancel the event before its opening, reschedule it or shorten it. Likewise, if one of the aforementioned events occurs, the organiser shall be entitled to shorten or prematurely terminate an event that is already in progress.

The costs of any advertising/marketing and sponsor services shall be borne by the exhibitor insofar as the organiser has already incurred costs for these services or placed orders for these services with a requirement to make payment.

A shortening of the duration of the event or a reduction in the scope of the event due to force majeure or orders issued by a public authority or by statute shall not give rise to a claim for a reduction of the agreed prices for the agreed services. The organiser undertakes to announced these kinds of serious decisions in cooperation with the local authorities and bodies with as much advance notice as possible.

Further claims for damages in addition to the claims described above are categorically excluded for both Parties; this does not apply to claims for damages resulting from wilful intent or gross negligence, as well as claims from injury to life, limb or health.

#### 15. Advertising on the exhibition grounds

Notwithstanding the above restrictions, only exhibition-related advertising/marketing and sponsor services that do not violate legal regulations or public decency and that are not of an ideological or political nature are permitted at any time. The organiser is also authorised to prohibit the distribution and display of promotional materials that may give reason for complaints, and to confiscate any existing promotional materials of this kind for the duration of the event. The exhibitor is responsible for obtaining permits for any kind of playback of music from GEMA against a fee.

#### GEMA

Directorate General Berlin Bayreuther Strasse 37 10787 Berlin Postfach 30 12 40 10722 Berlin Telephone: +49 30 21245-00 Fax: +49 30 21245-950 Email: kontakt@gema.de

Directorate General Munich Rosenheimer Strasse 11 81667 Munich Postfach 80 07 67 81607 Munich Telephone: +49 89 48003-00 Fax: +49 89 48003-969 Email: kontakt@gema.de

The law concerning advertising in the field of medicine (medical advertising law), BGBI. (Federal Law Gazette) I \$ 3068 and BGBI. I \$ 984 shall be observed.

#### 16. Disclaimer

The organiser shall only be liable for direct property damage resulting from intent or gross negligence on the part of the organiser, its vicarious agents or legal representatives.

In the case of slight negligence or a breach of material contractual obligations, liability shall be limited to the foreseeable damages.



This limitation does not apply in the case of injury to life, limb or health or a violation of cardinal obligations.

The organiser shall bear strict liability regardless of fault in the case of fraudulently concealed defects or for claims under an assumed guarantee.

Any personal liability of legal representatives, vicarious agents and employees of the organiser for damages caused by slight negligence is excluded.

The organiser and the trade fair service provider must be notified immediately and in writing of any and all damages. Criminal activities must be reported to the police.

The organiser will not accept any duty of care for advertising objects/goods and any liability for damage or loss is excluded. The exclusion of liability is not affected by the organiser's security measures.

The exhibitor shall also be liable for damages incurred by third parties acting on behalf of the exhibitor to the extent the third party bears liability for damages to the exhibitor or organiser.

The organiser will not accept any duty of care for advertising objects/goods and any liability for damage or loss is excluded. The exclusion of liability is not affected by the organiser's security measures.

The exhibitor shall also be liable for damages incurred by third parties acting on behalf of the exhibitor to the extent the third party bears liability for damages to the exhibitor or organiser.

#### 17. Rights of use to the advertising/ marketing and sponsorship services

The exhibitor grants to the organiser all rights of use to the advertising/marketing and sponsor services submitted for publication within the framework of the contract, such as posts, videos, images, media, drafts, photographs and templates, retouching, printed documents, development samples, copies etc. (hereinafter referred to as the "Works"). This also includes all rights of use under copyright law, intellectual property rights and other rights to the Works.

The transfer of the rights of use to the Works is unrestricted and irrevocable. Up to 4 weeks after the end of the trade fair, the rights transfer also takes place exclusively, including in relation to the exhibitor itself. The transfer of rights applies in particular for the following types of use:

- // the right of use in other media, e.g. in promotional films, videos or books and brochures and online;
- // the right to reproduction and distribution, i.e. to reproduce the Works in any number of copies and distribute them, as well as exhibit them;
- // the archiving right, i.e. the right to collate the Works and, where applicable, publish them as a collection with other promotional materials;
- // the right to the partial and full transfer of the granted rights to third parties;
- // the right to editing, further development and contributor for approval for use.

The rights of use are transferred in a manner which is unlimited in terms of time. There is also no limitation in terms of space. The Works may be used by the organiser on a global basis.

Rights pursuant to Sections 13 and 25 Copyright Act (UrhG) are excluded.

Insofar as third parties which contributed to the development and manufacturing process for the measures should have rights of use to the Works or parts thereof,



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i.e. rights of use to images, videos, photographs and graphics, the exhibitor shall specify these third parties and also transfer these rights of use to the organiser and independently guarantee that these transfers of rights comply with the agreement in these Terms and, in particular, are applicable for all types of use listed in the previous section of these Terms. The exhibitor shall bear final responsibility for the effective legal acquisition of such rights of use to third-party rights.

The exhibitor is not entitled to further use the posts, videos, images, media, drafts, photographs and templates, retouching, printed documents, development samples, copies etc. booked within the framework of the advertising/marketing and sponsor services to which the organiser has rights of use in accordance with or on the basis of this agreement up to 4 weeks after the end of the trade fair for itself or third parties. Any further use requires the written consent of the organiser.

### 18. Copyright, trade marks, intellectual property

The exhibitor shall be liable for ensuring that the text, images, processes, figures, technical specifications, logos, trade marks, graphics etc. made available by it for the booked advertising/marketing and sponsor services do not violate third-party rights.

On first request, it shall indemnify the organiser from any third-party claims arising from the violation of thirdparty rights; this also includes the costs of legal defence deemed necessary by the organiser in connection with legally justified attempts by third parties.

#### 19. Violations of the Terms and Conditions

In the event of serious violations of the terms of business, the organiser shall be entitled to suspend advertising measures immediately or exclude them from publication and, where appropriate, independently clear booths or remove advertising/marketing and sponsor services and objects without seeking recourse from a court of law to do so. Any and all claims, including claims for damages in particular, shall be excluded in these cases.

#### 20. Limitation period

All claims by the exhibitor against the organiser shall lapse after a period of six months. The limitation period commences at the end of the month in which the exhibition ends.

#### 21. Place of performance & jurisdiction

The place of performance is Eschborn, Germany. The place of jurisdiction for all mutual obligations is Frankfurt/Main, Germany. By way of deviation from this, the organiser shall also be entitled to bring a claim against the exhibitor at its place of business. The law of the Federal Republic of Germany applies. The contract language is German. The German text of the Terms is binding.

#### 22. Verbal agreements, written form requirement, other provisions

All agreements, individual approvals and special rules require the organiser's written confirmation.

Insofar as the written form is required in these terms, this is also the case when the declarations are made by email or fax.

The organiser reserves the right to amend all or part of these terms at any time. The respectively current version applies and must be observed.

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The assignment of rights and obligations arising from this contract by the exhibitor to a third party requires the consent of the organiser in written form.

#### 23. Severability clause

In the event one or a number of provisions stipulated in these terms are or become fully or partly ineffective, the effectiveness of the remaining provisions and the contract as a whole shall not be affected by this. The parties shall negotiate in good faith to replace the ineffective provisions by such effective provisions as come closest to the commercial purpose pursued with the ineffective provisions. If the ineffectiveness of a provision is based on a measure of performance or time (deadline or date) stipulated in such provision, the legally permitted measure most closely approximating the provision shall replace the original measure.

#### 24. Privacy notice

The personal data required to conclude the contract will be handled in accordance with the regulations set by the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). To find out more information about our privacy policy, please visit our website at https://www.expopharm.de/messe/ apotheken/event.php?pg=datenschutz&linkplace=footer&setlang=en.

Version: April 2024





### **Supplementary Business Terms and Conditions**

for advertising spaces at Messe München

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#### 1. Scope

The following terms apply on a supplementary basis to all orders by exhibitors concerning advertising on advertising space at the trade fair site of Messe München GmbH during the respective event.

#### 2. Implementation

The processing requirements of Messe München shall be observed. Material and format deviations may incur additional costs.

Minor deviations from other orders/objects/views cannot be objected to regardless of the manufacturing process. This applies in particular to:

- // minor colour deviations from other orders and materials as well as individual objects and their views within an order,
- // minor deviations from the final format; in particular for advertising technical products 2% from the final format; all other products up to 1 mm from the final format,
- // the comparison between templates and proofs, for example, proofs and sample prints and printed data, of any origin, and the final product, even if ordered from Avoxa.

#### 3. Delivery dates

Data for advertising space and labelling: Full-scale data must be provided without any errors at the latest 30 days before the start of the trade fair with type and CMYK colour scheme.

Insofar as the customer commissions Avoxa with uploading its print data, a processing fee of EUR 100 plus VAT will be invoiced.

In the event of delayed delivery, Avoxa reserves the right to raise its prices.

#### 4. Proviso

For customers who have not yet been sent the admission invoice to the respective event at the point in time of commissioning advertising space pursuant to these General Terms, the contract for commissioning the advertising space is only effective with authorisation for the respective event. Materials not received by the deadline may endanger the proper performance of the order. Cancellations/defects in processing caused by this cannot be objected to.

Avoxa is entitled to refuse acceptance of an order and its implementation. As well as design or technical aspects, this may occur in the case of advertisements which, due to their message or nature of depiction, contain content which includes political, world view or religious extremist, racist messages or content which is contrary to good taste (e.g. sexist or otherwise offensive) or violates the interests of the property owner or other carriers or content which may create such associations.

Furthermore, Avoxa shall be entitled to reject advertising which, at its reasonable discretion, it believes to violate valid law or good morals or in cases in which the implementation of such advertising would be unreasonable for it (e.g. pursuant to the above paragraph). Otherwise, Avoxa shall be entitled to reject orders from customers who do not participate in the respective trade fair as exhibitors. Otherwise, the customer shall not have any claim to Avoxa accepting its order.

#### 5. Return delivery/collection

Advertising materials will only be stored on request and up to a maximum of 7 days after the end of the trade fair for collection. By the final day of the respective event, the customer shall inform Avoxa whether it wishes to have its advertising material

#### Supplementary Business Terms and Conditions

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made available to it again. On request by the customer, the advertising material will be returned to the delivery address specified by the customer at its expense.

Avoxa shall not be held liable for damaged, stolen or lost advertising material.

Advertising material may be prepared for dispatch or collected on the first working day after the end of the trade fair at the earliest.

#### 6. Positioning

Due to building measures or use by Messe München, there may be minor deviations from the confirmed positions or these positions may not be available. If there is not a possible equivalent replacement, the order value will be reduced on a pro-rata basis.

#### 7. Price reduction

Weather-related disruptions or damage by third parties to advertising space do not give rise to a claim to a price reduction.

#### 8. Complaints

Complaints shall be communicated to Avoxa without undue delay so that any defects can be remedied. Later complaints cannot be considered and shall not give rise to any claims against Avoxa.

#### 9. Liability

Only the customer shall be liable for all damages due to the customer's provision, assembly and disassembly of the advertising media, including theft.

Avoxa does not accept any liability for damage caused by storms and vandalism, as well as damage by third parties. In the event a customer assembles its own advertising media/advertising space, Avoxa may demand proof that the booth is safe.

#### 10. Dismantling

Advertising media/displays assembled by the customer themselves must be removed in compliance with the following deadlines:

#### Outdoor area:

On the final trade fair day by midnight at the latest **Hall areas:** 

Within the official dismantling periods

If these deadlines are not met, Avoxa may have the advertising media/displays etc. removed at the customer's expense.

#### 11. Cancellation

In the event the customer cancels the order, Avoxa retains the right to invoice the full amount.

#### 12. Musical playback

As also set out in Avoxa's participation conditions, musical playback of any kind (e.g. LED walls) require, according to the provisions of the Copyright Act, permission from the Performing Right Society (GEMA).

Contact:

GEMA, 11506 Berlin kontakt@gema.de, www.gema.de

Failure to request permission for musical playback can result in claims for damages by GEMA (Section 97 Copyright Act).