

## **Tech Days 2021: Start-up Application Form**

You would like to pitch your idea in front of a tech-savvy crowd and engage with experts and decision-makers from industry and academia to boost your business? Tech Days is just the right place for you!

Our special offer for start-ups includes a spot in our pitch-session and a virtual expo booth. Your start-up will be featured in a designated area of the event page with a customized virtual booth and an individual live-chat where you can interact with other participants.

Additionally, you will get a spot in our Live-Pitch-Session. Your pitch should be 3 minutes max. and have a clear tech-focus rather than a marketing or sales focus.

Curious to join? Please send this form to [techdays@bayern-innovativ.de](mailto:techdays@bayern-innovativ.de)

Our special offer for start-ups is free of charge. Deadline for application is 24th May, 2021.

### **1. Company Name**

### **2. Contact Person (Name, E-Mail)**

### **3. Founding Year**

### **4. Focus/Sector**

### **5. Describe your product/innovation in 100 words:**

## General Terms of Trade for participation in exhibitions

### 1. Area of application

The following Terms of Trade regulate the contractual relationship between the exhibitor at symposia, congresses, cooperation forums, workshops, work circles, cluster meetings or other events (referred to below as the "exhibitor") and Bayern Innovativ – Bayerische Gesellschaft für Innovation und Wissenstransfer mbH (referred to below as "Bayern Innovativ"). They also apply to digital events, so far as the regulations apply to digital events. The following Terms of Trade apply exclusively to the performance of the contractual relationship. We do not recognise terms of trade which contradict or deviate from our own, unless we expressly agree to other terms of trade in stand-alone cases.

### 2. Services of Bayern Innovativ

#### 2.1 Basic services

In taking on the organisational work, Bayern Innovativ is obliged to provide the optimum conditions for the exhibitor's participation in the exhibition. The price for the basic services ( price of participation) includes the rent for the agreed exhibition space plus the services listed in the participation documents. The exhibition area is divided up in dependence on the available space and aspects of technical safety. The stands are allocated by the exhibition management in consideration of layout arrangements, whereby the date that registration is received is not decisive. If feasible, special requests made by exhibitors are taken into account. A claim exists only to the exhibition space ordered, not to a specific location. Moreover, Bayern Innovativ has the right to change locations and make alterations at any time, without the exhibitor being able to derive any kind of claims against Bayern Innovativ. Bayern Innovativ may likewise allocate a stand to the exhibitor in a position which deviates from the confirmation, it may change the size of its exhibition space (for instance, if over-subscribed), relocate or close entrances and exits to the exhibition grounds and to the halls and undertake other structural changes, insofar as it has a considerable interest in doing so due to specific circumstances.

Written permission is required in advance before an allocated stand or parts thereof can be sub-let to third parties (= co-exhibitors), either for a charge or without remuneration. If co-exhibitors are taken on-board without permission from Bayern Innovativ, Bayern Innovativ is entitled to terminate the contract with the exhibitor with immediate effect and to remove the stand at the expense of the hiring party. Insofar, the exhibitor waives claims under the rights of trespass. The exhibitor cannot derive any claims to damages. Participation does not include insurance coverage. It is the business of each exhibitor to arrange their own insurance to cover liability, accidents, illness, material losses, transport etc. Unless agreed otherwise, each single exhibitor is responsible for the packaging, transport to and from the exhibition, customs formalities, storage and insurance of its items on show and any empty packaging.

#### 2.2 Special services

Unless expressly agreed to the contrary, all services above and beyond the basic services are charged separately as special services by expenditure, including a processing fee. In particular, these include additional facilities and furnishings, connections, installations and operating costs for electricity, telecommunications, water, compressed air, gas etc., likewise services such as additional exhibitor ID cards, parking permits etc..

### 3. Services provided by the exhibitor

(1) In return for the services to be provided by Bayern Innovativ as stated in the booking form, the exhibitor shall pay the remuneration likewise stated there. This shall be invoiced by Bayern Innovativ upon receipt of the confirmation of booking.

(2) Both legal provisions and the following provisions and regulations of Bayern Innovativ apply to the assembly, dismantling and design of the stand. Exhibitors have a free hand in designing their stands, insofar as this is not unethical or against the law. Other exhibitors may not be impaired, aggrieved or endangered by the nature or design of the stand. The exhibitor is obliged to have its stand ready by the time the exhibition opens.

(3) Instructions issued by Bayern Innovativ must be complied with. In case of major violations against legal provisions or the Terms of Trade of Bayern Innovativ or infringements against common courtesy in dealings with exhibitors and visitors, Bayern Innovativ is entitled to close the stand and ban the exhibitor and the associated persons from the premises. Claims against Bayern Innovativ are excluded in such cases.

(4) Exhibits which present a fire hazard, generate excessive vibrations or smells or whose presentation is associated with a high level of noise require express permission from Bayern Innovativ.

(5) Items on show may not be removed whilst the exhibition is in progress. The exhibitor is required to arrange for its stand to be manned at all times whilst the exhibition is open and to have its goods on display. It may not start to dismantle the stand until the event has ended. Any loss or damage caused by non-compliance with these requirements shall be borne by the exhibitor.

(6) Items on show which cause a considerable nuisance to the running of the event on account of their appearance, odour, noise, vibrations or similar characteristics, in particular those which cause a considerable hazard or annoyance to other exhibitors, participants at the event or to the goods displayed by other exhibitors, must be removed at once upon demand by Bayern Innovativ.

(7) This obligation on the part of the exhibitor still applies even if it has referred to such characteristics in the registration procedure and Bayern Innovativ has given its approval for these.

(8) If the exhibitor fails to comply with an instruction issued by Bayern Innovativ without delay, Bayern Innovativ is entitled to remove the offending goods from the exhibition at the risk and expense of the exhibitor. With regard to the costs, Bayern Innovativ acquires a right of lien to the goods on display. After issuing a written warning and a further failure to pay, the goods may be sold by Bayern Innovativ. Any revenue remaining after all costs have been deducted will then be remitted to the exhibitor. In case of damage, destruction or loss of the goods subject to lien, Bayern Innovativ is solely liable for malice aforethought and gross negligence. The exhibitor derives no claims whatsoever against Bayern Innovativ on this account, in particular neither to termination of contract nor to reimbursement of losses.

### 4. Conclusion of contract / payment date

The contract is concluded by submission of a signed booking form and the confirmation of booking by Bayern Innovativ. The participation fee is invoiced at the same time as the booking is confirmed. The invoice sum is due for payment immediately. Legal provisions apply to the occurrence of default and default interest.

### 5. Rights of use

a) The exhibitor assures that it possesses the necessary rights of use for the names, logos, signets, photographs etc. that it uses, and that these are permitted without restriction under company, brand and competition laws, and that they may be used by Bayern Innovativ.

b) The exhibitor is liable for third party claims to damages connected with an infringement of the assurance given under §3a), regardless of the legal reason for these, and for all the associated expenses [including legal defence] incurred by Bayern Innovativ.

c) The exhibitor is obliged to release Bayern Innovativ from any third party claims to damages associated with the operation of an exhibition stand.

### 6. Bayern Innovativ's right of withdrawal

Bayern Innovativ reserves the right to withdraw from this contract in the following cases:

a) If the event is cancelled

b) If requirements are imposed on the obligations towards third party cooperation partners of the event, lecturers, hotels etc. which are not conclusively known at this point in time, and which make it impossible to fulfil this contract

c) If the exhibitor fails to submit the necessary documents by the agreed dates

d) If the exhibitor files for insolvency

In all the aforesaid cases, services/payments already provided/made shall be refunded to the exhibitor in part or in full within the framework of legal provisions.

### 7. The exhibitor's right of withdrawal

a) Cancellations made by the exhibitor must be in written form as a matter of principle.

b) In case of cancellations up to 4 weeks before the event, or if the brochure for the event has already been printed with the logo and/or brief portrait of the exhibitor at the time the cancellation is received, 50% of the full invoice sum will be charged.

c) If the cancellation is made later than 4 weeks before the event date, the full invoice sum is payable.

d) As a matter of principle, the date that written cancellation is received is decisive for establishing the cancellation fees.

The exhibitor is entitled to demonstrate that no losses, or considerably lower losses, were incurred than those charged.

### 8. Applicable law, place of jurisdiction and fulfilment

The legal relationship between the contractual parties arising from or in connection with the contract is subject to the law of the Federal Republic of Germany to the exclusion of UN commercial law. The place of jurisdiction for legal disputes arising from or in connection with the contract is Nuremberg.

### 9. Data protection

Bayern Innovativ protects your personal data and takes reasonable precautions to ensure their security. Your data are used by Bayern Innovativ within the prevailing legal framework to evaluate your requirements with the aim of optimising our range of products. Your accesses to our Web site are also recorded for this purpose. If you request information materials or make a registration, Bayern Innovativ uses data recorded in this context within the prevailing legal framework for the purpose of performing our services and to send you information on other services offered by Bayern Innovativ by post. If you are our customer, we will furthermore inform you within the prevailing legal framework by e-Mail of services offered by us which are similar to those you have used in the past. In case exploitation of the data involves transmission to countries which do not have a reasonable degree of data protection, we create adequate guarantees to protect the data. We furthermore use your data insofar as you have given permission for us to do so. You can revoke permission to use your data for purposes of sending you information e-Mails or faxes at any time by contacting Bayern Innovativ GmbH, Am Tullnaupark 8, 90402 Nuremberg.

Use of the contact data published by us under the obligation of *Impressum* for sending advertising and information materials on Bavaria that have not been expressly requested by us is hereby expressly contradicted.