

Conditions of participation of DMEA

Last update: March 2022

§ 1 Organizers

- 1.1 The organizer of the DMEA - Connecting Digital Health ("**DMEA**" or "**event**") is the Bundesverband Gesundheits-IT -- bvitg e.V. ("**bvitg**"), Friedrichstraße 200, 10117 Berlin, which has entrusted Messe Berlin GmbH ("**Messe Berlin**"), Messedamm 22, 14055 Berlin, with the preparation and implementation of the event.
- 1.2 Messe Berlin shall bear legal and financial liability for the event and shall be entitled to assert all claims arising in connection with it.

§ 2 Dates

Duration of the event:

25.-27. April 2023

Deadline for registration:

1. Exhibitors with a Partner Package (order of rank: Gold – Silver – Bronze) will be placed with priority until 30 September 2022.
2. Exhibitors from the previous year that have applied until 30 September 2022, will receive the same placement if desired and subject to availability.
3. All other registered exhibitors will be placed "first come first serve" after entry of the stand application.

Opening times/hours:

Exhibitors 07:00– 19:00

Visitors: 10:00 – 18:00

Start of stand construction:

22 April 2023 (7:00 a.m.)

(Earlier on request and subject to availability of the hall, plus incidental costs)

Stand dismantling:

27 April, 1 hour after fair closing,
until **29 April 2023**

Construction and dismantling work from 07:00 - 22:00 (longer hours on application only plus incidental costs)

We reserve the right to make alterations, please note any subsequent information on our website <https://www.dmea.eu> or via e-mail!

§ 3 Admission and placement

- 3.1 Only companies that correspond to the theme of the event, with particular reference to the list of areas offered, will be admitted as Exhibitors.
- 3.2 The submission of the completed web form 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 ("**placement proposal**") within the scope of the given possibilities and taking into account the registered form and size of the stand.

The proposed placement, also taking into account the information provided by the Exhibitor, is based on Messe Berlin's needs and spatial possibilities within the scope of its free discretion. The Exhibitor shall not be entitled to a specific location and a specific size of stand.

- 3.4 Insofar as the Exhibitor declares their agreement with the proposed placement, the Exhibitor is bound by this declaration of agreement.
- 3.5 The Exhibitor may not relocate, exchange, divide, or transfer all or part of their exhibition space to third parties, unless Messe Berlin has given its prior written consent.
- 3.6 Each Exhibitor is obliged to make use of the information provided to them, i.e. to inform themselves in particular about the spatial and technical requirements for the individual stand construction, the location, the exact dimensions and any fixtures of the stand allocated to them. Should Messe Berlin GmbH desire to carry out any alterations to previously assigned stand areas (e.g. structural changes, additional installations, etc.), they shall promptly notify any exhibit tors affected.
- 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.

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

3.9 Insofar as subsequent changes result in a reduced participation price, the difference shall be refunded to the Exhibitor.

§ 4 Participation Fee

4.1 The participation fee owed for participation in the event comprises the rental fee for the stand area or the price for the complete stand as per item 4.2 of these Conditions of participation, the Media Package as per item 4.4 and item 5 and the AUMA contribution as per item 4.5. The remuneration for the services and products accompanying the event shall result from the prices for the ancillary and additional services stated in the BECO webshop.

4.2 The rental fee for the stand area is as follows (for the stand forms, please see the web form for the stand application):

Row stand	EUR 243.00/m²
corner	EUR 255.00/m²
Stand Island	EUR 263.00/m²
Blockstandfläche	
<= 40 m ² :	EUR 281.00/m²
> 40 m ² :	EUR 271.00/m²
Double-storied structure	EUR 88.00/m²

The price is rounded up to full m²; the minimum stand size is 9 m². In addition ancillary costs of 15.00 Euro/m² are charged for every 1 m² of rented stand area (hall area and multistorey area) including electricity/water **consumption**, hall lighting, heating/air condition, aisle cleaning and hall supervision.

The electricity/water **connection** must be ordered as an additional service in the BECO Webshop.

4.3 Stand construction must be ordered separately by the Exhibitor unless they have ordered a complete stand.

4.4 Part of the participation contract is a Media Package (obligatory), the scope of services of which is specified in the web form for stand registration. The prices are, subject

to size of stand:

Starter Package:	280.00 EUR
Classic Package:	445.00 EUR
Premium Package:	880.00 EUR

Co-exhibitors: 280.00 EUR

The fee for the co-exhibitor will be charged to the main Exhibitor.

4.5 In accordance with the agreements with the Association of the German Trade Fair Industry (AUMA), an amount of **EUR 0.60/m²** will be charged.

4.6 Prices for themed pavilions/combined display areas per unit:

Association Pavilion 1,600.00 EUR

Focus Careers

-Universities/Hospitals/ Heathcare Facilities	1,200.00 EUR
-DMEA Exhibitor with 2. stand bvitg member:	2,000.00 EUR
without membership:	2,500.00 EUR
-Company without 2. DMEA stand	3,100.00 EUR

Focus Startup 1,300.00 EUR

Focus-DIGA/Mobile Health 3,100.00 EUR

4.7 Prices for Gold, Silver and Bronze Partner packages

The partner packages include custom package components as described in the detailed overview "Prices-Packages-Infos" available under <https://www.dmea.de/en/exhibitors/application>

For bvitg members:

Gold-Partner-Package:	57,000 EUR
Silver-Partner-Package:	36,000 EUR
Bronze-Partner-Package:	14,000 EUR

Without bvitg membership:

Gold-Partner-Package:	not available
Silver-Partner-Package:	43,000 EUR
Bronze-Partner-Package:	18,000 EUR

4.8 All prices quoted are net prices and subject to statutory VAT.

§ 5 Media-Package

5.1 In order to enable exhibitors and co-exhibitors optimize their individual

performance Messe Berlin offers the Media Package containing selected marketing tools. Depending on their size exhibitors and co-exhibitors will be charged with an obligatory fee.

- 5.2 The costs in accordance with item 4.4 will be invoiced to the main Exhibitor.

§ 6 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.

§ 7 Terms of payment

- 7.1 Upon conclusion of the contract by means of the order confirmation in accordance with item 3 of the General Terms and Conditions for Trade Fairs and Exhibitions of Messe Berlin GmbH, the total participation fee in accordance with item 4.1 or item 4.7 of these Conditions for Participation becomes due and will be invoiced (down payment invoice). Invoicing of all other services, i.e. including ancillary and additional services ordered in the BECO Webshop, will be carried out after the event has been held, with any advance payments already made being credited against a final invoice.
- 7.2 If the exhibitor does not settle the down payment invoice by the due date, Messe Berlin is entitled, after unsuccessful reminder, to otherwise dispose of the stand space.
- 7.3 The invoice number and customer number must be stated when making payment.
- 7.4 Any subsequent invoice rewriting will be charged with a processing fee of **EUR 210** plus VAT.

§ 8 Alterations, withdrawals, exclusion

- 8.1 In case of cancellation of the participation after the placement was agreed upon, Messe Berlin may charge a handling fee of **EUR 400**. Cancellation fee after granted confirmation of order, please see § 8.1 of the General Terms of Business of Messe

Berlin GmbH.

This fee will also be charged for any portion of exhibition space returned by an exhibitor. The burden of proof shall be on the exhibitor to show that the cancellation did not lead to excess costs or not to the amount claimed

- 8.2 Messe Berlin GmbH shall be entitled:

- a) to revoke approved applications if required conditions were not fulfilled, either in whole or in part, at the time of application, or have since lapsed,
- b) to exclude from the exhibition without notice such companies that exhibit products not contained in the Product Group Index. The right to demand full payment of stand rental shall not be affected,
- c) to demand at any time the removal of items which prove unsuitable, in particular such products which constitute a hazard or nuisance to exhibitors or visitors. Non-compliance with this regulation shall result in the removal of the offending items at the exhibitor's expense,

Claims for damages against Messe Berlin are excluded in accordance with Item 7 of Messe Berlin's General Terms and Conditions.

- 8.3 Furthermore, Item 8 of the general terms and conditions of business of Messe Berlin applies, providing that no other provisions to the contrary have been made above under items 1.1 to 8.2,

§ 9 Stand construction and furnishing

- 9.1 For stand construction and dismantling please refer to Item 2 of these Conditions of Participation 24 April 2023 by noon for stand construction and 24 April 2023 open end for completion and decoration. All packing materials must be removed by 12 noon of the same day, otherwise it will be removed by Messe Berlin at the exhibitor's expense.
- 9.2 Exhibitors who fail to occupy their stands by 8:00 hours on Monday, 24 April 2023, shall forfeit their rights to the stand. Messe Berlin shall then be at liberty to reallocate this space as it sees fit. The defaulting lessee remains liable for payment of the rental charge.

- 9.3 The maximum permitted height of any stand structure, including the upper edge of suspensions and fascias, **for stand areas up to 49 sqm is + 5.00 m, and + 6.00 m for stand areas from 50 sqm in all halls.**
- 9.4 The stands may not be closed off from areas used by the public. The stand design and exhibit presentation must be open and welcoming to the public. Exhibitors must ensure that their stands are properly equipped.
- Stand construction and design are subject to the approval of Messe Berlin. Messe Berlin reserves the right to refuse acceptance of unsatisfactory work or unapproved constructions and to alter or remove such constructions at the exhibitor's expense.
- 9.5 Stand lighting and spotlighting should not be disturbing either to visitors or to neighboring stands.
- 9.6 Reference is made to the Technical Guidelines Berlin ExpoCenter City, which are available in the download area on the Messe Berlin website at <https://www.messe-berlin.de/messe-berlin/downloads> and in the BECO Webshop.

§ 10 Demonstrations/entertainment

- 10.1 Dealers' presentations, press conferences and similar events in the vicinity of stands are permitted outside official exhibition hours, i.-e. before 10:00 or after 18:00, provided the events have been registered with and approved in writing by Messe Berlin. The cost of additional security (e.-g. security staff) shall be borne by the exhibitor.
- 10.2 With the exception of press conferences, no special events will be permitted at stands prior to the first day of the exhibition period.
- 10.3 Visual and acoustic performances may only take place in well-screened or closed areas. Such events must be directed towards the interior of the stand.
- 10.4 During the exhibition, the volume of demonstrations shall be at all times set to a level which does not disturb neighboring exhibitors.

§ 11 High frequency, radio equipment

- 11.1 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 frequency bands/ranges preferentially used by Messe Berlin's event-related transmission technology are listed in Messe Berlin's technical guidelines under item 5.11.

- 11.2 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.

§ 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 Transportation, stand clearance

- 13.1 Delivery and pick-up of exhibits and the clearance of stands shall be done at the exhibitor's own risk and expense. In the interest of efficient movement of goods and vehicles, we recommend that you engage the services of a professional carrier.
- 13.2 Please observe the Traffic guidelines contained in the Exhibitor Service Manual. These regulate goods delivery and collection as well as grounds access for cars.
- 13.3 During the exhibition period, motor vehicles without a grounds parking permit may only be loaded and unloaded before

and after the official opening times.

- 13.4 When entering the grounds during specified times, drivers are required to leave a **EUR 200** deposit. This deposit will be retained if the vehicle remains on the grounds beyond the prescribed time limit.

§ 14 Exhibitor passes

- 14.1 Exhibitors are entitled to free Exhibitor passes in the following numbers valid for the construction and dismantling period as well as during the duration of the show for exhibitors:

For stands up to 20 m ²	3 badges
For each additional 10 m ²	1 badge

(double-storied structure excluded)

The exhibitor pass is also valid for the DMEA Congress.

- 14.2 Additional exhibitor badges required must be ordered for fee in the Onlineshop BECO. Exhibitor badges are valid only for the person in whose name they are issued. Holders must also be in possession of an official photo identity document. Misuse of the badges shall result in their confiscation without compensation. Liability for misuse of badges will rest with the exhibiting firm in whose name the badges were issued. Holders of exhibitor badges may enter the grounds from 7 a.m. before the exhibition opens. All exhibitors and their personnel must vacate their stands no later than one hour after the official closing time of the exhibition.

§ 15 Construction and dismantling badges

- 15.1 Exhibitors are entitled to passes for set-up and dismantling. The construction and dismantling passes are free of charge, they must be registered online. Construction and dismantling passes are not valid over the duration of DMEA Exhibitor passes are valid during construction and dismantling time.
- 15.2 Additional passes for stand construction and dismantling can be ordered free of charge in the Onlineshop BECO. Persons wishing to leave the exhibition with packages or items having the appearance of exhibits must be able to present authorization to gate staff.
- 15.3 The passes are issued in the Exhibitor's name. They are not transferable and are only valid in conjunction with official identification. The passes must be carried

throughout the event or the set-up and dismantling phases for any checks, in particular at the entrances to the Berlin ExpoCenter City exhibition grounds. Passing on ID cards to unauthorized third parties is not permitted. In this case, Messe Berlin is entitled to charge the Exhibitor the price of an Exhibitor pass for the duration of the unauthorized use. The pass in question will be confiscated without replacement. Messe Berlin is entitled to exercise its domiciliary rights and to refuse the person to whom the pass has been issued, as well as the unauthorized third party, access to the event grounds or to expel them from the event grounds.

§ 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/musiknutzer/>. (for questions contact GEMA +49 (0) 30 58858 999 | kontakt@gema.de Monday to Friday 07:00 - 18:00)

§ 17 COVID-19, Hygiene and Safety Concept

- 17.1 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 (details here). 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.
- 17.2 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.

- 17.3 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.

§ 18 General Terms of Business for Trade Fairs and Exhibitions organized by Messe Berlin GmbH

These Conditions of Participation are supplemented by the General Terms of Business for Trade Fairs and Exhibitions organized by Messe Berlin GmbH.