

JAZZKOMM 8-10 SEPT 2010

SPECIFIC CONDITIONS OF PARTICIPATION

The “Specific Conditions of Participation” of Jazzkomm don’t affect the validity of the “General Terms of Business by the Popkomm GmbH”

This information is available on the following website:

http://www1.messe-berlin.de/vip8_1/website/Internet/Internet/www.popkomm/englisch/DownloadCenter/index.jsp

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1. Organizer / Event / Venue / Event Dates

Jazzkomm is organized by attribute GmbH & Co.KG, Littenstraße 106–107, 10179 Berlin. Venue is Airport Berlin Tempelhof, Platz der Luftbrücke 5, 12101 Berlin, Germany.

Display stands must be registered no later than July 15, 2010.

Hours of operation

Jazzkomm

8 – 10 September 10 a.m. – 6 p.m.

Exhibitors

8 – 10 September 9 a.m. – 7 p.m.

Accreditation/pass issue

7 September 10 a.m. – 6 p.m.

8 September 8 a.m. – 7 p.m.

9 September 9 a.m. – 7 p.m.

All stands and exhibits must be removed by Saturday, 10 September 2010, 7 p.m.

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

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

2. Right of Participation

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

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

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

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

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

3. Anti-piracy Clause

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

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

For this reason, and to ensure that Jazzkomm remains completely transparent to Popkomm GmbH and other involved parties who represent the trade show to the general public, each participant undertakes to provide direct access to all catalogues, offer lists or other offer-related material to be used in the scope of Jazzkomm. These



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catalogues must be submitted in their entirety at the request of Popkomm GmbH or of any person authorized in writing by the organizer to inspect them.

4. Cost of Exhibiting

Jazzkomm is the economic addition to Popkomm – addressing in particular to Jazz professionals. We pass on expensive booths. As exhibitor, you have the opportunity to participate at the Jazzkomm Lounges / to rent a place at one lounge.

All the quoted prices are net prices.

Value Added Tax will be additionally charged as required.

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

Bundesamt für Finanzen, Friedhofstr. 1, 53225 Bonn, Germany.

5. Decoration

The insertion of bolts and nails, hooks etc. in walls pillars, girders and fittings and fixtures is not permitted. The walls must not be painted, coated with any adhesive substance, have nails inserted or be damaged in any other way.

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

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

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

6. Registrations

As an exhibitor, you are entitled to 2 free exhibitor passes.

All tickets include Jazzkomm, Opening Party, Market Place, Congress panels, Popkomm Festival, Berlin Festival, Berlin Music Week Events (according to contingents) and also public transportation (BVG/VBB) in Berlin.

Additional Registrations

(for exhibitors only)

EUR 58.80 + VAT

A maximum of 2 additional exhibitor registrations may be obtained.

7. Showcases

Applications for showcases à 45 min are to be placed separately. The acceptance of a showcase is at the discretion of the organizer. The number of showcases is limited to a maximum of 5 per exhibitor.

A fee of **EUR 150.00 + VAT** has to be paid by the exhibitor for a “Small Showcase” taking place at the Popkomm area.

A fee of **EUR 250.00 + VAT** has to be paid by the exhibitor for a “Medium Showcase” taking place at the Popkomm “Day Stage”.

For a “Big Showcase” at a venue of the Berlin Music Week, please ask the organizer.

The exhibitor organises travel and accommodation for the artist at his own expense, as well as he bears all extra costs (e.g. artist fee). The artist agrees to use the available backline and P.A. system.

8. Sales Restrictions / Catering

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



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

9. Demonstrations / Product Presentation / Advertising

Headphones must be used for any sound demonstrations at the stand and the sound level (volume) must not, under any circumstances, exceed 80 dB (A). Presentations, such as live performances, DJs, etc. and loudspeakers at the stand are strictly prohibited.

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

The distribution of advertising materials outside the rented stand area is not permitted. As an exhibitor, you are naturally entitled to place your brochures in the display boxes intended for this purpose in the Press Center. Advertising that contravenes existing legislation or offends against common decency, or which is of an ideological or political nature, or which is contrary to the purpose of the trade show is not permitted at the trade show site. The event organizer has the final decision on whether any advertising infringes any of the above principles, and the exhibitor relinquishes any right of legal recourse against such a decision. The organizer is entitled to prohibit the distribution of advertising material that gives cause for complaint and to confiscate any existing stocks of such materials for the duration of the trade show.

10. Verbal Agreements

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

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