
GENERAL TERMS AND CONDITIONS FOR EXHIBITORS AT DAGA 2023

By signing the registration form, the exhibitor accepts the following terms and conditions, the information in the exhibitor brochure and the data protection declaration (available at <https://www.daga2023.de/en/exhibition-sponsorship>) as binding for himself, his employees and service providers. The contract is only valid upon confirmation of the stand space(s) (usually by e-mail).

1 PAYMENT AND CANCELLATIONS

The invoice will be issued by the German Acoustical Society (DEGA) about 2 ½ months before the conference. The exhibitor fee is due on the date specified in the invoice. Exhibitors who exceed the payment deadline may be excluded from the exhibition. In the event of late payment, the statutory interest on arrears shall be payable. Cancellation of participation must be notified to DEGA (hereinafter referred to as the organiser) in writing (preferably by e-mail to tagungen@dega-akustik.de). In the event of cancellation as an on-site exhibitor within 8 weeks prior to the conference, a processing fee of 30% of the invoice amount will be charged or retained when the exhibitor fee already paid is refunded. In the event of cancellation as an on-site exhibitor within 4 weeks prior to the conference, the processing fee will increase to a total of 50% of the originally invoiced amount. A refund of the exhibitor fee in case of cancellation within 2 weeks prior to the conference is not possible. Deviating from this, a cancellation free of charge is possible for participation in the online exhibition until the time we have received your presentation documents for setting up your online exhibitor presence. A refund of the online exhibitor fee after this date is not possible.

2 EXHIBITOR POLICY FOR ON-SITE PARTICIPATION

The exhibitor's right of use is limited exclusively to the times specified in the exhibitor brochure. The stand areas must be occupied and vacated on time. The exhibitor shall inspect the stand areas allocated to him for their proper condition upon acceptance and notify any complaints immediately; later complaints shall be excluded. The exhibitor shall bear the costs and risk of the consequences of exceeding the set-up and dismantling deadlines.

After the end of the exhibition period, the exhibitor shall restore the stand to its original condition; in particular, any damage shall be repaired by the exhibitor within the dismantling period. If the exhibitor fails to fulfil these obligations, the restoration shall be carried out by the organiser at the exhibitor's expense. Any exhibits or equipment remaining at the exhibition site after the dismantling deadline shall be removed at the expense and risk of the exhibitor.

The organiser reserves the right to exclude exhibits or equipment, in whole or in part, from the exhibition or to restrict their scope, in particular due to noise, safety concerns, restricted visibility or due to other disruptive factors. Such justified exclusion of the exhibitor or his exhibits does not entitle the exhibitor to reclaim the exhibition fee. All demonstrations and exhibits must be limited to the rented stand area.

The serving of food, drinks and snacks must be agreed with the organiser in advance, as in this case corkage or stubble fees may be payable to the host's exclusive caterer.

Furthermore, the organiser reserves the right to adjust the position of the booked exhibition areas in deviation from the published floor plans, e.g. because certain rental areas cannot be made available or in order to implement official requirements or similar. A claim for full or partial reimbursement of the exhibitor fee due to the repositioning is excluded. In the event of major alterations to the plans which disproportionately disadvantage the exhibitor, e.g. because a significantly lower number of customers is to be expected as a result of the repositioning, the organisers shall obtain the exhibitor's consent in good time prior to the rescheduling.

3 EXHIBITOR GUIDELINES FOR PARTICIPATION IN THE ONLINE EXHIBITION

The exhibitor alone is responsible for the content uploaded by him to his exhibition stand and must ensure that the risk of unlawful access by third parties is minimised as far as possible, for example by choosing a suitable password for his exhibitor account in order to avoid hacker attacks. The organiser reserves the right to remove unlawful, offensive or inappropriate content of the exhibitors from the online exhibition.

4 SAFETY REGULATIONS AND HYGIENE CONCEPT

The exhibitor accepts the technical guidelines of the hosting event house as binding. These can be viewed at <https://www.daga2023.de/en/exhibition-sponsorship>. All technical equipment and devices used must be in perfect working order.

If the Covid19 pandemic persists until the event, the hygiene concept of the organisers, which will be available in good time before the start of the event at the weblink <https://www.daga2023.de/en/registration>, must be observed. All persons present at the conference, including exhibitors, are obliged to comply with the hygiene rules listed therein.

5 ADVERTISING MATTER

The organiser reserves the right to prohibit the display or presentation of promotional or gift items if the organiser deems them inappropriate or not permitted. The display or distribution of promotional or gift items outside the rented stand area is generally prohibited.

6 DAMAGE / LIABILITY / INSURANCE

a. The organiser shall ensure that the services are provided in accordance with the contract; no further liability or guarantees shall be assumed. Liability is in any case limited to intentional and grossly negligent acts. The injured party must prove the existence of slight or gross negligence. Compensation for consequential damage and pure financial loss is excluded in its entirety.

b. The exhibition rooms will be locked at the end of each conference day. If required, each exhibitor can independently book his own stand security for a fee (at <https://www.daga2023.de/en/exhibition-sponsorship>). As a matter of principle, no liability is assumed for valuables and other property of the exhibitors.

c. The organiser accepts no liability whatsoever for theft of or damage to the property of the exhibitor, its representatives or employees.

d. Exhibitors are liable for any damage caused by them. The organiser recommends that exhibitors arrange for a transport, exhibition and public liability insurance.

e. If the rented stand area cannot be made available despite timely payment, e.g. due to cancellation of the event or official requirements, the organiser shall refund the exhibitor fees in full. Any further compensation or other claims are excluded. In the case that the event is held exclusively online as a fallback, substitute advertising services will be offered after personal consultation.

f. Any claims against the organisers must be made in writing by the exhibitor within 3 months of the end of the conference, failing which they shall be considered to be time-barred.

7. MISCELLANEOUS

Should individual provisions of the exhibitor regulations be or become invalid in whole or in part, or should there be gaps therein, the validity of the remaining provisions shall not be affected thereby.

German law shall apply. The place of jurisdiction is Berlin.