

Special conditions of participation for ITB Berlin 2025

Last updated: February 2024

§ 1 Organizer/Event

ITB Berlin (hereinafter referred to as "ITB Berlin" or the "event") is organized by Messe Berlin GmbH (hereinafter referred to as MB) at the Berlin ExpoCenter City trade fair grounds (hereinafter referred to as the "trade fair grounds").

§ 2 Dates and times

2.1 Duration of the event:

Tuesday, March 4, 2025 - Thursday, March 6, 2025

2.2 Daily opening hours:

10:00 a.m. - 6:00 p.m.

(Access times for exhibitors:
8:30 a.m. - 7:00 p.m.)

2.3 Registration deadline:

Sunday, September 1, 2024

2.4 Submission of stand construction plans:

By Wednesday, January 15, 2025

2.5 Start of stand construction phase:

Tuesday, February 25, 2025
(from 7:00 a.m. - 10:00 p.m. daily)

Regarding the stand construction the guidelines of the leaflet "**stand construction work**" must be observed.

2.6 End of assembly phase:

Monday, March 3, 2025, 10:00 a.m. (construction), 10:00 p.m. (decor)

All construction materials and garbage must be removed by the above-mentioned times. Decorative construction is only permitted on the exhibitor's own stand area.

2.7 Start of dismantling phase:

Thursday, March 6, 2025,
7:00 p.m. - 10:00 p.m.; Friday,
March 7, 2025, 7:00 a.m. - 10:00 p.m.

2.8 End of dismantling phase:

Monday, March 10, 2025, 10:00 p.m.

§ 3 Registration, admission, contract conclusion, placement

3.1 Exhibitor registration takes place via the exhibitor portal of the event website <https://asp.itb.com/en/home/>. Registration does not entitle the exhibitor to subsequent admission to the event. A binding participation contract is only concluded when the exhibitor accepts a placement offer from MB via the exhibitor portal. Further information on registration, admission and the conclusion of the contract can be found in MB's general conditions of participation.

3.2 MB is entitled to provide the exhibitor with a stand space that deviates from the placement, i.e. to change the exhibitor's stand space or stand in terms of location, type, 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. Insofar as subsequent changes result in a reduced participation price, the difference shall be refunded to the exhibitor. Further claims against MB are excluded.

§ 4 Participation fee, remuneration for ancillary and additional services

4.1 The participation fee owed for participation in the event includes:

- stand rental (rental of the stand space without stand construction),
- the AUMA fee,
- the media package (also known as the communication package) in accordance with § 5,
- Electricity and water consumption, hall lighting, heating, corridor cleaning and hall supervision.

In case of complete stand packages listed below under clause 4.2, the participation fee also includes the stand construction.

Additional event-related services and products can be booked via the web-shop of the exhibitor portal from fall 2024

4.2 **Square meter prices and EARLY BIRD RATE:**

The stand rental and the prices for complete stand packages depend on the respective product (various ITB segments). The available products are listed below. The **EARLY BIRD RATES** are valid for registrations received by July 1, 2024.

4.2.1 **Stand space (classic – without stand construction)**

The minimum stand size is 20 m².

The **basic stand rent** is for 1 m² (row stand): **EUR 217.00**

The prices per square meter increase by

17% if the stand is exposed on 2 sides (corner stand): **EUR 253.89**

42% when the stand is exposed on 3 sides (head stand): **EUR 308.14**

67% if the stand is exposed on 4 sides (block stand): **EUR 362.39**

*****EARLY BIRD RATE*****

The **basic stand rent** for 1 m² (row stand) is: **EUR 213.00**

The prices per square meter increase by

17% if the stand is exposed on 2 sides (corner stand): **EUR 249.21**

42% when the stand is exposed on 3 sides (head stand): **EUR 302.46**

67% if the stand is exposed on 4 sides (block stand): **EUR 355.71**

The above surcharges apply to the first 100 m² only. From 101 m², each additional m² is charged at the basic rate of **EUR 217.00** or **EUR 213.00**.

The above surcharges do not apply to stand sizes of 401 m² or more.

In case of a stand rental only (without stand construction), if required electricity and water connections must be ordered chargeable by the exhibitor as an additional service

via the webshop of the exhibitor portal. In case of a complete stand package, a water connection is included. The participation fee includes electricity and water consumption.

- 4.2.2 An integral part of the participation contract is the obligatory media package, the scope of which is defined in § 5. The price for the media package **for the main exhibitor is EUR 114.00 plus EUR 114.00 for each registered co-exhibitor.**

Cost airbag:

If 50 or more co-exhibitors register, the main exhibitor will be charged a **flat fee of EUR 5.800.00** for the media package, which includes the fee for the main exhibitor and for all registered co-exhibitors.

The main exhibitor will be invoiced for all co-exhibitors after the event has been held, with any advance payments already made being deducted from the final invoice.

- 4.3 In accordance with the agreements with the Association of the German Trade Fair Industry (AUMA), an amount of **EUR 0.60/m²** ("AUMA fee") will be charged, <https://www.auma.de/en>.

- 4.4 In case of **two-story stand structures**, in addition to the floor space on the first floor, each m² of the upper floor will be charged at **EUR 60.00 plus AUMA fee of EUR 0.60/m²** if the complete stand documents are submitted by **January 15, 2025**. If the complete stand documents are submitted after **January 15, 2025**, each m² of the upper floor will be charged at **EUR 200.00 plus AUMA fee of EUR 0.60/m²**.

Furthermore, the building permit and the release for use of the upper floor cannot be guaranteed in case the complete stand documents are submitted after January 15, 2024. Details on the inspection and approval requirements for two-story stand structures can be found in the Berlin ExpoCenter City's technical guidelines, clause 4.2 ff. (available at <https://www.messe-berlin.de/messe-berlin/downloads-englisch/technical-guidelines-berlin-expocenter-city.pdf>).

- 4.5 All prices are net prices and do not include statutory value added tax. All the above net rental prices refer to 1 m² of hall space.

Each square meter or part thereof is charged in full.

§ 5 Media package (also referred to as the communication package)

5.1 With the media package, MB offers its exhibitors a package of selected marketing tools to optimize their participation in the trade fair and their presence on the market.

5.2 The media package includes the presentation of the exhibitor and any co-exhibitors at ITB Berlin, in the ITB Berlin exhibitor directories and on the ITB online platforms (website & app). The presentation in the ITB exhibitor directory will take place during the ITB Berlin 2025, the presentation on the ITB online platforms will be available to the exhibitor between February 2025 and the end of October 2025.

The presentation in the ITB exhibitor directory includes:

- Company profile (company name, address, hall and stand number)
- Company description
- Company logo
- Multimedia upload
- Link to website
- Social media links
- Products
- Industries

Additional details and services on ITB online platform & app:

- Contact person
- Contact information
- Event overview
- Appointment calendar
- Appointment tool

5.3 The fee for the media package will be charged to the main exhibitor.

5.4 The exhibitor and the co-exhibitor hereby grant MB, for the contractual purposes and limited to the term of the contract, the simple, non-exclusive, non-transferable, worldwide right of use ("**rights of use**"), to include in the ITB Berlin directories on the ITB website and in the ITB app and the other agreed media, the data, logos, brands, images, advertising spots, links and other content (collectively referred to as "**exhibitor content**") provided by the exhibitor and the co-exhibitor to MB within the context of the services to be provided by them, and to display, reproduce, disseminate and make them publicly accessible there, as well as to process

them technically to the extent necessary for the provision of services by MB. The above granting of rights of use also refers in particular to existing and future copyrights and ancillary copyrights to the exhibitor's content, the right to one's own image as well as name, title, trademark and other identification rights ("**property rights**").

5.5 The exhibitor and MB are each separate responsible parties in the sense of the EU General Data Protection Regulation (EU GDPR). The exhibitor assures that MB may lawfully process the exhibitor content within the meaning of item 5.6 within the framework of the participation contract for the purposes stated.

5.6 Real-time lead reports:

MB offers exhibitors the transmission of personal data of event participants (hereinafter referred to as "leads") within the scope of the communication package under the following conditions. The obligations of MB and exhibitors under data protection law and their internal relationship within this context are as follows:

5.6.1 MB shall provide the exhibitor with the following personal data of leads who have expressly consented to the transfer and processing of data on the event website for the purposes stated below: the data that the leads post in their profile on the ITB Online Platform, in particular name and contact details. The exhibitor acknowledges that this consent is voluntary and can be revoked by the leads at any time.

5.6.2 MB and the exhibitor are each independently responsible for processing the personal data of the leads in their respective areas of responsibility. The exhibitor represents and warrants that it is solely responsible for the lawfulness of the processing of such personal data and for compliance with all applicable data protection laws, including the General Data Protection Regulation and any regulations at the level of the EU Member States (collectively referred to as "data protection laws"), within its area of responsibility.

5.6.3 The exhibitor will process the personal data of their leads in accordance with the consents given by the leads and only for the purpose of contacting them, and to promote its own products and services by

email or post. In any case, the exhibitor shall process the personal data so provided to it in compliance with the applicable legal provisions, including the data protection laws, and the rights of the data subjects. In particular, the exhibitor must ensure that it respects the right of data subjects to withdraw their consent or to exercise their right to object to the processing or use of their data for advertising purposes.

§ 6 Cancellation, non-participation of the exhibitor, reduction of stand space, travel restrictions

6.1 The exhibitor is entitled to withdraw from the participation contract under the following conditions:

6.1.1 In the event of a withdrawal by December 31, 2024, MB shall be entitled to charge 50% of the stand rental and to invoice any services already provided.

6.1.2 In case of a later cancellation, MB is entitled to charge 100% of the stand rental as well as any services already rendered.

If the stand space can be rented to another party, MB is only entitled to 25% of the stand rental. The full, or - in the case of a withdrawal by December 31, 2024 - half of the stand rental is to be paid if MB rents the stand space to another party, but the total rental area is reduced by more than 25%. The exhibitor reserves the right to prove that MB did not incur these costs or did not incur them in this amount. In this case, the exhibitor is only liable for these reduced costs. The claim for reimbursement of any services already provided is not affected by this. MB reserves the right to assert further claims.

Clause 7.1 of the general conditions of participation of MB shall not apply.

6.2 In the event of non-participation by the exhibitor ("**no-show**"), irrespective of whether the exhibitor announces the no-show, the provision in clause 7.2. of the general conditions of participation of MB shall apply with the legal consequences regulated therein.

6.3 If the exhibitor unilaterally reduces the stand space, the following applies:

6.3.1 In the event of a reduction of the stand space until December 31, 2024, MB is entitled to charge 50% of the stand rental attributable to the unused stand space.

6.3.2 In the event of a later reduction of the stand space, MB is entitled to charge 100% of the stand rent attributable to the unused stand space.

If MB succeeds in renting the unused stand space to another exhibitor, the exhibitor shall pay 25% of the stand rent attributable to the stand space not used by him. MB reserves the right to assert further claims.

6.4 The obligation to pay or refund the stand rental in accordance with the aforementioned paragraphs of this clause § 6 shall not affect any claims of MB that may already have arisen.

§ 7 Payment terms

7.1 If the exhibitor wishes to be exempted from the deduction of VAT, the VAT form available at <https://asp.itb.com/en/general-links-and-documents/> must be submitted. Exhibitors with company headquarters outside the EU must also submit a *Business Certificate* in English. If the exhibitor submits the documents subsequently and the invoice has to be adjusted as a result, MB will charge a **processing fee of EUR 80.00** for the invoice adjustment.

7.2 The processing fee of EUR 80.00 also applies if details of the invoice addressee have to be adjusted by MB after receipt of the invoice at the request of the exhibitor.

§ 8 Construction, dismantling, stand construction, minimum equipment, stand occupation

8.1 Night-time construction ban

During the construction and dismantling phases, there is a general ban on night-time construction from 10:00 p.m. until 7:00 a.m. Exceptions must be applied for from MB. MB shall be free to issue approval at its own discretion.

8.2 Early stand construction

Stands may not be set up until **7:00 a.m. on February 25, 2025**. An **early stand construction**, i.e. before February 25, 2025, must be requested by the exhibitor using the corresponding form from the webshop in the exhibitor portal; approval by MB required.

Early stand construction is possible from a stand area of 50 m²; EUR 8.00 will be charged per day and m². Provided the corresponding hall is available, MB will grant the approval after receiving the aforementioned form.

8.3 Construction heights and stand design

The maximum height of add-ons, including the top edge, any suspended parts and signs, may be up to 5.00 m for stand spaces of up to 50 m², and up to 6.00 m for stand spaces of 50-200 m² in all halls (for exceptions, see below). For exhibitors renting an entire hall or for rented areas exceeding 200 m², higher add-ons may be approved in individual cases.

Exceptions:

Please request the maximum permitted height of multi storey structures on an individual basis at messetechnik@messe-berlin.de. For exhibitors in Halls 8.1, 10.1 and 11.1, the maximum construction height for stand structures is 3.60 m. The maximum construction height in Halls 1.1, 2.1, 3.1 and 4.1 is 5.50 m, and 5 m in some areas.

In all other respects, the stand construction regulations of the Berlin ExpoCenter City's technical guidelines shall apply, which are available for download at <https://www.messe-berlin.de/messe-berlin/downloads-englisch/technical-guidelines-berlin-expocenter-city.pdf>

Quotations for rental system stands and/or individual stand construction can be obtained from MB Capital Services GmbH, a wholly owned subsidiary of MB:

MB Capital Services GmbH
www.mb-capital-services.de
 Thüringer Allee 12
 D-14052 Berlin
 Tel.: +49 30 306720 15
 E-Mail: info@mb-capital-services.de

8.4 Stand dismantling:

Stand dismantling may not begin before 7:00 p.m. on **March 6, 2024**.

If the exhibitor violates this regulation, MB shall be entitled to demand a contractual penalty to be determined in each individual case at MB's reasonable discretion in the amount of max. **EUR 12,000.00**, the appro-

priateness of which is to be reviewed by the competent court in the event of a dispute. The exhibitor may provide evidence that MB has not suffered any damage or that the damage is significantly less. This shall not affect the possibility of MB asserting further claims.

The contractual penalty will be determined according to the following scale depending on the rented stand space:

up to 20 m²:	EUR	1,250.00
21 - 100 m²:	EUR	2,800.00
101 - 500 m²:	EUR	5,500.00
501 - 1,000 m²:	EUR	8,250.00
from 1,001 m²:	EUR	12,000.00

8.5 Minimum equipment, stand occupation:

The minimum equipment of a stand includes floor covering as well as partition walls to the respective neighboring stands and a rear wall. The floor covering must be laid in such a way so as to prevent accidents and must not protrude beyond the boundary of the stand. The partition walls are to be erected directly at the stand boundary to the neighboring stand above +2.50 m of the stand design, and are to be neutral, joint-free, smooth white and without any advertising messages. Clauses 4.7.4 and 4.7.6 of the Berlin ExpoCenter City's technical guidelines (<https://www.messe-berlin.de/messe-berlin/downloads-englisch/technical-guidelines-berlin-expocenter-city.pdf>) shall apply.

Each exhibitor is obligated to occupy their stand with expert personnel during the event opening hours as specified in Clauses 2.1 and 2.2. If the exhibitor violates the aforementioned regulations regarding minimum equipment and/or stand occupation, MB shall be entitled to demand a contractual penalty to be determined in each individual case at MB's reasonable discretion in the amount of max. **EUR 12,000.00**, the appropriateness of which is to be reviewed by the competent court in the event of a dispute. The exhibitor may provide evidence that MB has not suffered any damage or that the damage is significantly less. This shall not affect the possibility of MB asserting further claims.

The contractual penalty will be determined according to the following scale depending on the rented stand space:

up to 20 m²:	EUR	1,250.00
21 - 100 m²:	EUR	2,800.00
101 - 500 m²:	EUR	5,500.00
501 - 1,000 m²:	EUR	8,250.00
from 1,001 m²:	EUR	12,000.00

§ 9 Sales

The sale of food, beverages and souvenirs is generally not permitted at ITB Berlin.

§ 10 Serving of food and beverages

Provided that, at the time of ITB Berlin 2025, the serving of food and beverages is not prohibited by ordinance or other public law requirements and regulations, exhibitors and co-exhibitors must observe the following:

For the serving of food and beverages at the trade fair stands, the exhibitor must comply with the statutory regulations, in particular those of the Catering Act and those issued by the Veterinary and Food Supervisory Office. The following is responsible for applications for the granting of a catering permit with regard to the serving of alcohol at the stand:

Ordnungsamt Berlin
Charlottenburg-Wilmersdorf,
Hohenzollerndamm 174-177,
D-10713 Berlin

<https://service.berlin.de/dienstleistung/327483/en/>

§ 11 Visual and acoustic performances

- 11.1 Music and folklore performances are only permitted at ITB Berlin as part of evening events (from 6:00 p.m.) and only if they do not disturb neighboring stands or block aisles of the public. Performances must be coordinated with the neighboring stand and must be held at a moderate volume. Noise emanating from a stand may not exceed an average level of 70 db(A) at the boundaries of the stand. MB is entitled to prohibit music and folklore performances at any time and with immediate effect in the event of non-compliance.

- 11.2 All events at the stand are subject to registration and approval and must be registered by January 31, 2025 using the appropriate form from the webshop.

Events at the stand can be approved in the period from 10:00 a.m. until 6:00 p.m. In addition, evening events at the stand on 4 and 5 March, 2025 can be approved from 6:00 p.m. to 10:00 p.m. with simultaneous booking of the flat-rate service fee via the webshop.

- 11.3 The display, posting and distribution of political information material etc. is prohibited. Any political statements must be avoided in the stand design and decor.
- 11.4 The covering of the walls and the floor outside the rented stand with posters and stickers or any projections onto them are prohibited.

§ 12 Arrival, departure, vacation

- 12.1 Exhibitors' requests for parking spaces on the trade fair grounds will be taken into account as far as possible; there is no entitlement to a specific parking space. Parking spaces are subject to a charge; parking permits must be ordered using the appropriate form from the exhibitor portal.

For driving on the trade fair grounds during the set-up and dismantling phases as well as during ITB, the guidelines of the traffic guide, or the event-related traffic information, available from January 2025 at <https://www.itb.com/en/>, shall apply.

- 12.2 Within one hour after the end of the daily opening hours for visitors, exhibitors and accompanying persons must have left the halls. Persons wishing to leave the exhibition with packages must provide proof of their origin at the exit control.
- 12.3 Animals may not be brought onto the exhibition grounds.

§ 13 Exhibitor passes

Unless otherwise specified in the registration portal, main exhibitors will receive codes for free exhibitor passes in accordance with the following regulations:

Up to 20 m ² stand space	3 passes,
for each additional	
10 m ² stand space	1 pass

The codes for the exhibitor passes are available through the respective exhibitor account in the exhibitor portal.

Additional exhibitor passes can be purchased for a fee in the exhibitor portal.

Exhibitor passes allow access to the trade fair grounds for the duration of ITB Berlin from 8:30 a.m. - 7:00 p.m. and during set-up and dismantling days from 7:00 a.m. - 10:00 p.m.

§ 14 Change of company form of the exhibitor

- 14.1 The exhibitor undertakes to notify MB immediately of any change in the company form (e.g. merger or conversion), even if only the legal form changes and no transfer of assets takes place.
- 14.2 This duty of notification also applies to corporate affiliations and changes in the structure of the form of participation (changes in participation due to the inclusion or withdrawal of shareholders and participations of the exhibitor in other or former companies which are or were in a contractual relationship with MB, etc.).
- 14.3 In the aforementioned cases, MB is entitled to withdraw from the participation contract with immediate effect if justified interests of MB are affected thereby. Any advance payments made up to that point will be refunded. Compensation claims of the exhibitor, irrespective of their legal basis, are excluded.