

TERMS AND CONDITIONS

TATTOO AND ART SHOW LÖRRACH AND OFFENBURG

THE TERMS AND CONDITIONS IN GERMAN OVER RULE THESE CONDITIONS. THESE TRANSLATED TERMS AND CONDITIONS ARE FOR INFORMATION PURPOSES ONLY.

Organizer

DeLaVega ent. GbR, Hauptstraße 30, 79591 Eimeldingen

Owner: Filippo Rotolo, Gino Rotolo, Davide Rotolo, Fabio Rotolo

Application.

The application for participation in the event can only be made by submitting a completed and signed registration form.

Approval and acceptance of contract

The agreement comes into force after written confirmation by the organizer ("VA") on receipt of payment for the stand by the participant ("TN"). The "VA" reserves the right to select "TN". Competitive exclusion may not be requested or promised. The publication of the participants names by the "VA" are agreed by completing the application form.

The "VA" may store date of the "TN" and use this for the purposes of the event. Data will not be disclosed to third parties.

Changes due to unforeseen circumstances

The "VA" will not be held responsible for unpredictable events or acts of god that make the holding of the event on the aforementioned dates or times impossible.

1/ Cancellation of the event before opening, If the event is cancelled by the local authority or by act of god, the "TN" will be reimbursed their money.

2/ Change of times of the event.

3/ Any cause to shorten the event.

The "VA" has the power to cancel, postpone, change times, location or duration of the event with good reason. The "VA" has the authority to change position of stands if ordered to do so by the police or the local authority. This change in stand position is then part of the contract. If the "VA" fails to hold the event, the "TN" does not owe the money for the stand.

Terms of Payment.

Upon receipt of the completed application and signed contract. The stand rental will be due immediately. If the rental is not paid on time, the "VA" will cancel the contract immediately. All prices include V.A.T. This applies to all "TN" from the EU and abroad.

Cancellation by “TN”

The “TN” can cancel their stand and contract up to eight weeks before the event. The “VA” will then reimburse the stand price to the “TN” of 80%. The remaining 20% will be deducted for administration costs. If the stand and contract is cancelled within the eight weeks before the event, the full price will be charged. If the “TN” can provide a replacement artist to occupy their stand, this must be authorized by the “VA”, the “TN” will then be reimbursed the full amount of the stand which then becomes payable by the replacement artist. As long as the replacement artist is accepted by the “VA”. The “TN” shall not be entitled to rent, give freely or hire any part of their stand to a third party, sub-exhibitor, co-exhibitor or free usage by third parties without written permission of the “VA”.

Termination

The “VA” has the right to cancel any contract if any of the following are found.

- 1/ “TN” has made false declarations on his contract.
- 2/ Unreported or unauthorized goods are being issued.
- 3/ Stand construction not completed by the “TN” by the start of the event.
- 4/ The full stand rent has not been received before the event.
- 5/ The “TN” rights from the contract have transferred to a third party.

The “VA” is then released from its obligation to pay the organizer, and the “TN” must pay the entire stand rental.

GEMA

The “TN” is prohibited from supplying entertainment, especially music playback on their stand. The dispensing and sale of food, beverages and tobacco. The “TN” is also prohibited from selling food and drinks to visitors.

Stand assembly and dismantling.

The “TN” is obliged to complete their stand assembly and dismantling in the allotted times. (These times will be confirmed after payment has been received). The “TN” is obliged to make sure their stand is occupied by their staff during the opening times of the show. The “TN” is to keep their stand clean and tidy for the duration of the event, and remove their rubbish at the close of the event. The “VA” is authorized to oversee whether the exhibitor is adhering to their stand size and the exhibitors specified goods and services. The “TN” is responsible to adhere to the applicable laws and guidelines regarding their goods and services. If the “VA” knows of any violations, they can close the stand and confiscate the goods at the expense of the “TN”.

Authorities and Regulations

All exhibitors must adhere to all legal provisions regarding hygiene regulations, tax and trade regulations of the federal state of Baden Wurttemberg and the City of Lörrach. The “TN” shall be aware that officers from local authorities such as the youth welfare office, tax office, customs, police, health department and clerks offices are free to enter and make hidden and visible controls of any items on any of the stands.

Exhibitor Passes.

Each stand holder will be issued with a fixed number of passes to the event. These are not transferable or re sellable Any violation of these rules will result in immediate removal of the stand holder from the event. The stand will be removed at the stand holders cost. Extra cards are available at additional cost. There is a deposit of €20 per card.

The general security of the halls will be under the responsibility of the “VA” without liability for any losses or damage. The exhibitor is responsible for the supervision and security of their stands during the event. This applies for the time during the construction and dismantling periods also.

Insurance.

It is the responsibility of the stand holder to provide public liability insurance for the duration of the event including construction and dismantling periods.

Photo, film and sound

The rights to video and photos of the event are held by the “VA”. Only persons authorized by the “VA” are permissible to take photos or video. The “VA” has the sole right to video and take any photos of the stands, employees, customers, goods and services. The “VA” needs no further consent to use in any way it desires, pictures, sound or movies taken at the event.

Liability

The “VA” shall assume no liability for any damage suffered or arising from any claims resulting from the original claim.

Limitations

Claims from the “TN” towards the “VA” should be made during the following 6 months of the closure of the event.

Place and Jurisdiction

The place of the event and jurisdiction is Offenburg. The laws governing this event will be the laws of The Federal Republic of Germany.

Others

Additional agreements are only legally binding if confirmed in writing by the “VA”.

Severability

If any of these Terms and Conditions become invalid, the remaining Terms and Conditions will remain in effect. The right to make changes to these Terms and Conditions remains with the “VA”. These Terms and Conditions are dated the 1st of February 2014.

The Terms and Conditions in German over rule these conditions. These translated Terms and Conditions are for information purposes only.

Errors and omissions excepted. Stand: 02.01.2014

