



Conditions of Participation of Ebner Media Group GmbH & Co. KG for Exhibitors and Sponsors

These Conditions of Participation of Ebner Media Group GmbH & Co. KG for Exhibitors and Sponsors (hereinafter referred to as the "CoP") apply to stand bookings, stand equipment, sponsorship services and other additional services provided by Ebner Media Group GmbH & Co. KG, Gitarre & Bass, Office Köln, Helmholtzstr. 29–31, 50825 Köln (hereinafter referred to as "Ebner Media").

They apply to exhibitors and sponsors acting in the course of their business activities (hereinafter referred to as the "participant").

The m:con Service Manual and any applicable terms and conditions of third-party service providers or the venue supplement these CoP.

In the event of conflicting provisions, the following order of precedence applies:

1. Booking confirmation issued by Ebner Media together with the information in the booking form
2. Special booking or participation conditions issued by Ebner Media
3. These CoP
4. Applicable terms and conditions of third parties

Special Conditions for the Builders Lounge. These CoP also apply to exhibitors participating in the Builders Lounge unless specific Builders Lounge conditions provide otherwise. In particular, the Builders Lounge has a separate package price, standardized stand equipment and specific requirements for application, booking and participation. Any such special conditions will be provided as part of the application and booking process and form part of the respective booking confirmation.

1. Booking and Conclusion of Contract

Offers made by Ebner Media are non-binding unless expressly stated otherwise. By submitting the completed booking form, the participant requests a stand booking, including any additional services selected in the form, and accepts these CoP.

2. Confirmation of Registration, Withdrawal and Non-Participation

2.1. A binding contract is concluded when Ebner Media confirms the stand booking in writing. Until this confirmation is issued, the participant may withdraw the booking request at any time without giving a reason.

2.2. The booth price is €249 per m² (net) during the Early Bird booking period. After the Early Bird period, the booth price is €269 per m² (net).

2.3. Cancellation by the participant

Stand bookings are binding. Any cancellation or request to reduce the booked stand area must be made in writing to Ebner Media. A reduction of the stand area requested by the participant is considered a partial cancellation. The following cancellation fees apply:

- **Within 7 calendar days of Ebner Media's written booking confirmation:** No cancellation fee, regardless of the booking date.

- **After the 7-day cancellation period and until 29 April 2027:** 25% of the booked stand fee.

For cancellations from 30 April 2027 onwards, after the 7-day cancellation period has expired, the following cancellation fees apply:

- **45%** of the booked stand fee if the cancelled stand space can be fully reallocated.
- **45%** of the stand fee for the reallocated portion and **100%** for the remaining portion if the cancelled stand space can only be partially reallocated.
- **100%** of the booked stand fee if the cancelled stand space cannot be reallocated.

No-show without prior cancellation:

- **150%** of the booked stand fee if the exhibitor fails to attend the event without prior cancellation.



- 2.4. Cancellation fees are calculated based on the cancelled stand area and the confirmed price per square metre. If Ebner Media reduces the stand area, no cancellation fee applies to the area removed by Ebner Media.
- 2.5. The participant may propose a suitable replacement exhibitor. Any replacement or transfer of the booking requires prior written approval from Ebner Media.
- 2.6. If a brand changes its distributor or sales organization after a stand has been booked, the booking remains with the original booking party and is not automatically transferred to the new distributor. The original booking party remains responsible for payment and all other contractual obligations. If the original booking party wishes to cancel the booking, the cancellation terms in clause 2.3 apply.
- 2.7. Any communication regarding the change of sales affiliations and the associated effects on stand bookings must be made in writing and include all parties involved in order to avoid misunderstandings and legal ambiguities.
- 2.8. In deviation from clause 2.3, in the event that the contractually agreed event cannot take place due to an unforeseeable force majeure, each contracting party shall bear the costs incurred by it up to that point.
- 2.9. Communication for the Guitar Summit takes place in German or English. Participants must be able to communicate sufficiently in at least one of these languages to ensure reliable communication before and during the event. If this is not possible, Ebner Media may cancel the stand booking. Any costs incurred up to that point must be covered by the participant.
- 2.10. Ebner Media may cancel the event if there are not enough participants to run it economically or if circumstances beyond Ebner Media's control make it impossible to hold the event. In this case, participants will be informed as soon as possible and any payments already made will be refunded. Further claims are excluded unless Ebner Media has acted intentionally or with gross negligence.

3. Provision of Services by Ebner Media

- 3.1. The allocation and placement of stand spaces is determined by Ebner Media as part of the floor planning. The participant has no claim to a specific stand location, stand shape or booth number, even if a preferred placement is stated in the booking. The final stand location and dimensions will be communicated to the participant once the floor plan has been prepared. The scheduling of sponsorship activities, where applicable, is determined separately by Ebner Media.
- 3.2. As far as space is rented, the content of the services of Ebner Media is the handing over of the agreed space without superstructures, electricity connection, hardware and software. Further special and additional equipment is offered by Ebner Media against a fee.
- 3.3. Ebner Media reserves the right to change the location, layout, dimensions or size of an allocated stand, or to modify entrances and access routes, for organizational reasons or other important reasons. If the stand area is reduced, the stand fee will be adjusted accordingly. Any increase in stand area that results in additional costs requires the participant's prior approval. Such changes do not entitle the participant to withdraw from the contract or claim damages.
- 3.4. Fixed structural elements or technical installations within the stand area, such as columns or utility connections, do not entitle the participant to a reduction of the stand fee.
- 3.5. Additional services may be provided by external service providers. In this case, the respective service provider is responsible for delivering the booked service. The participant agrees that Ebner Media may share the information required to provide the service with the respective provider.

4. Participant's obligations and requirements for setting up and operating the stands

- 4.1. The participant is responsible for complying with all applicable legal, safety and building regulations and for obtaining any required permits. The participant must also ensure that all employees, contractors and other persons working on its behalf comply with these requirements.



- 4.2. The participant is responsible for obtaining any required insurance.
- 4.3. The installation and operation of private Wi-Fi networks, routers or similar network equipment requires prior written approval from Ebner Media.
- 4.4. Products and services may only be presented within the booked stand area. Distributing products, flyers or other promotional materials outside the stand area is only permitted if this has been agreed with Ebner Media as part of a sponsorship.
- 4.5. All exhibited products must comply with the applicable EU product safety and regulatory requirements. Depending on the type of product, these may include:
 - CE conformity
 - RoHS requirements
 - REACH requirements
 - other applicable product safety requirements under EU lawThe participant must provide proof of compliance upon request. Products that do not meet the applicable requirements may not be exhibited.
- 4.6. Exhibitors must have an established commercial presence in Europe and actively sell and support their products in the European market. This includes:
 - an established business presence in the EU, EEA or Switzerland
 - an active sales and service structure for European customers
 - the necessary trademark, distribution or other commercial rights to represent the exhibited brands and products in EuropeEbner Media reserves the right to request appropriate proof before accepting or confirming a stand booking.
- 4.7. The Guitar Summit is a B2C event. Participation is therefore limited to brands and companies that actively target and serve end customers in the European market. Participants must have an established customer-facing presence, for example through an active website, social media channels or other direct customer communication.
- 4.8. Stand bookings must be made directly by the exhibiting company or an authorized distributor of the represented brand or brands. Brokers, agents or other third parties may not book stand space on behalf of multiple unrelated companies or independently organize and resell shared stand space. Approved co-exhibitors and joint stands remain permitted in accordance with the applicable provisions of these CoP.
- 4.9. The maximum stand area per brand is 60 m². Multiple bookings for the same brand or bookings through third parties may not be used to exceed this limit. Bookings that exceed the maximum stand area will not be accepted.
- 4.10. The participant must keep the stand fully set up, operational and staffed during all official opening hours. On Sunday, the stand must remain fully operational until the official end of the event at 5:00 p.m. Dismantling, packing or removing exhibits before this time is not permitted. Violations may result in measures in accordance with clause 5.1.
- 4.11. The participant may not transfer, sublet or otherwise make all or part of the booked stand space available to third parties without prior written approval from Ebner Media.
- 4.12. The participant must comply with the stand construction and design requirements set out in the Service Manual.



4.13. The Guitar Summit is not a sales event. The focus of the event is on product presentation, testing, demonstrations, advice and networking. Exhibitors may present their products, provide information and accept orders. However, direct retail sales and the handing over of products or instruments to visitors during the event are not permitted. Products must not be displayed with sales price tags. The sale of typical merchandise items, such as shirts, caps, bags, mugs or picks, is permitted.

5. Consequences of Premature Dismantling

5.1. If a participant begins dismantling, packing or removing exhibits before the official end of the event, Ebner Media may first issue an oral warning and request that the participant stop. If the participant does not comply with this warning, or in the event of a particularly serious violation, Ebner Media may charge a contractual penalty of €500. Repeated violations may also be taken into account when deciding on future stand bookings or participation in future events.

6. Late Payment and Failure to Meet Contractual Obligations

6.1. **Termination by Ebner Media:** Ebner Media reserves the right to refuse or terminate an exhibitor's participation for organizational reasons or other important reasons. If Ebner Media cancels or refuses participation for reasons not attributable to the participant, no cancellation fees will apply. If the participant fails to meet their contractual obligations, particularly in the event of payment delays exceeding 14 days, insolvency or a declaration that they will not occupy the booked stand, Ebner Media may terminate the contract or suspend its services.

6.2. **Consequences of Termination:** If Ebner Media terminates the contract for reasons not attributable to the participant, no cancellation fees will apply, and any payments already made for services not provided will be refunded.

If the contract is terminated due to the participant's failure to fulfil their contractual obligations, the cancellation fees set out in Section 2.3 shall apply according to the date of termination and whether the stand space can be reallocated.

7. Prices, Value Added Tax and Due Date

7.1. All prices are net prices and exclude VAT. Additional technical services are charged separately where applicable.

7.2. The stand fee is calculated based on the final stand area allocated by Ebner Media and the agreed price per square metre. Any changes to the stand area made before invoicing will be reflected in the invoice. An increase in the stand fee due to additional stand space requires the participant's prior approval. Minor deviations in the shape or layout of the stand that do not affect its overall area will not result in a price adjustment.

7.3. Invoices are due within 14 days of receipt, unless otherwise stated on the invoice. All amounts relating to the stand booking must be paid in full before the start of the event.

In the event of late payment, Ebner Media may charge statutory default interest. If a payment remains overdue for more than 14 days, Ebner Media may exercise its rights under clause 6.1.

7.4. Full payment of all amounts due is required before the participant may occupy and use the stand. If the required payment has not been received before the start of the event, Ebner Media may refuse access to the stand and may reallocate the stand space. Any resulting financial obligations are governed by clauses 6.1 and 6.2.



8. Co-Exhibitors, Additionally Represented Companies, Joint Stands

- 8.1. The booked stand space is allocated to the participant only. Sharing the stand with co-exhibitors or other third parties requires prior written approval from Ebner Media.
- 8.2. Several companies may share a stand only if all participating companies have been registered with and approved by Ebner Media in advance. The main exhibitor must register all other participating companies as co-exhibitors. A minimum of 4 m² of stand space is required for each participating company. For example, a stand shared by two companies must therefore have a minimum stand area of 8 m². A participating company may represent and present multiple brands within its stand area. Brands represented by the same participating company are not considered separate co-exhibitors. The main exhibitor remains the sole contractual partner of Ebner Media and is responsible for ensuring that all co-exhibitors comply with these CoP.
- 8.3. If an unregistered or unapproved company is found sharing the stand as a co-exhibitor, Ebner Media may require the main exhibitor to remove the co-exhibitor from the stand immediately. In the event of a serious or continued violation, Ebner Media may terminate the contract with immediate effect and require the stand to be cleared. The main exhibitor is not entitled to claim damages or compensation resulting from these measures.
- 8.4. If a registered co-exhibitor does not participate in the event, any applicable co-exhibitor fee remains due in full. Each co-exhibitor must meet the minimum space requirement set out in clause 8.2.

9. Condition and Use of Space/Equipment and Limitations of Liability

- 9.1. Ebner Media provides the stand area and any stand equipment included in the booking in clean and proper condition. At the end of dismantling, any provided stand equipment must be returned in the same condition in which it was received, except for normal wear and tear. Any damage to the stand area or provided equipment must be reported to Ebner Media immediately. The participant is responsible for the cost of repairing any damage caused by the participant or persons working on its behalf.
- 9.2. The participant must check the stand area, any provided stand equipment and any additional services before the start of the event. Any visible defects must be reported to Ebner Media in writing without undue delay. Defects reported later may only be considered if they could not reasonably have been identified before the start of the event.
- 9.3. Ebner Media is not responsible for the safekeeping or supervision of stands, equipment, exhibits or other items brought to the event by the participant.
- 9.4. Ebner Media is liable without limitation for damage caused intentionally or by gross negligence. Ebner Media is also liable for injury to life, body or health caused by negligence. In the case of property damage or financial loss caused by slight negligence, Ebner Media is only liable if an essential contractual obligation has been breached. In such cases, liability is limited to the damage that was foreseeable and typical for the contract at the time the contract was concluded. This also applies to loss of profit. An essential contractual obligation is an obligation whose fulfilment is necessary for the proper performance of the contract and on which the participant may reasonably rely.
- 9.5. Ebner Media is not liable for damage caused by other participants, visitors, independent stand builders or other third parties. Where applicable, Ebner Media may assign to the participant any claims it has against the party responsible for the damage.
- 9.6. Ebner Media is not liable for damage caused by force majeure, strikes, power outages, power fluctuations or other circumstances beyond its control.



10. **Miscellaneous**

10.1. German law applies. The place of jurisdiction and performance is Munich. If any provision of these CoP is or becomes invalid or unenforceable, the validity of the remaining provisions remains unaffected. Any invalid or missing provision shall be replaced by a valid provision that comes as close as possible to the original purpose.

Date: 10/2026