

► APPLICATION for exhibitors with wine, spirits, beverages,... Fax: +43(0) 6232 6563 - 65



Schloss Mondsee | Säulenhallen 29. – 30. March 2019 (Friday & Saturday) Peter Lindpointner GmbH & Co KG or to: Messen CMW – Peter Lindpointner GmbH & Co KG Ahornweg 22, A-5311 Innerschwand/Mondsee, Tel.: +43 (0) 6232 6563

Internal notation of the fair management:				
HP:	EG:	D:		

Data fot the exhibitor index Only the filled in data, will be <u>released</u> in the exhibitor index (online & print).	<b>Billing address</b> Please note that a subsequent change in the invoice address may result in additional costs!		
Name for release in the exhibitor index:	Company Name:		
Street:	Street:		
Post Code, City:	Post Code, City:		
Country:	UID-No. (VAT):		
Tel:	Invoice via E-Mail to:		
Fax:	<b>Consultant</b> (responsible for the exhibition arrangements):		
Company e-mail:	Name:		
Internet:	Mobile: Direct Dial:		
Listing in the exhibitor index (A - Z):	E-Mail:		

Products: only the filled in data, will be released in the exhibitor index (online & print).

\_ Province / wine area: \_

Nation & state: \_

Listing of types of grapes, spirits, culinary products, ... : Maximal listing per product: name of the product, type of grape, year. Max. 300 characters incl. spaces! No bullets, paragraphs or capitalization. No company description.

The exhibitor package   table presentation:	Co-exhibitor:				
<ul> <li>The package includes:</li> <li>Rental wineglasses incl. washing service (only for exhibitors with wine/beverages)</li> <li>Mineral water (only for exhibitors with wine/beverages)</li> <li>Bread service (only for exhibitors with wine/beverages)</li> <li>1 table (ca. 1,20 -1,30 x 0,80 m) + 1 chair. Only the provided table may be used as a presentation surface. Added consoles, standing tables, wine barrels, etc. will only be tolerated with the written consent of the organizer and will be charged extra, depending on the available area next to the table. In most areas, there is no additional space available</li> </ul>	For one or more co-exhibitors a co-exhibitor fee of € 155,- per co-exhibitor will be charged. Please fill in an extra application for each co-exhibitor. Thanks! We are co-exhibitor with the following company:				
<ul> <li>next to the table. Advertising media such as roll-ups are of course allowed.</li> <li>2 table cloths</li> </ul>	Table allocation / placement				
<ul> <li>Power connection incl. consumption up to 0,5 KW</li> <li>Invitations for dispatch to your costumers</li> <li>Entry to the tasting catalogue and in the online exhibitor index</li> <li>Package price per exhibitor € 599,-</li> <li>Additional charge for rental refrigerator € 62,-</li> </ul>	The allocation of the table presentation takes place according to the wine areas / provinces and according to the time of the application. Desired placements can only be considered if possible.				
<b>New Data Protection Regulation from 25th May 2018: Yes, please send me information about your trade fairs in the future!</b> The exhibitor (contracting party) agrees that his personal data, which is stated on this form, are processed and stored for the purpose of sending advertising material by E-Mail or by post about the products of Messen CMW Peter Lindpointner GmbH & Co KG. Furthermore, the contracting party agrees to contact via telephone. This consent can be withdrawn at any time either individually or in its entirety by E-Mail to office@cmw.at.					
All prices are quoted excl. 20% VAT and excl. 1% contract tax. By submitting this application, the exhibitor accepts all terms and conditions for exhibitors and the privacy policy (see overleaf or attachment). This consent can be withdrawn at any time either individually or in its entirety by E-Mail to office@cmw.at. Payment: 6 weeks before the fair starts.					

## TERMS AND CONDITIONS FOR EXHIBITORS IN A CASTLE

Application: By submitting the application incl. signature the exhibitor undertakes to accept these terms and conditions. The present application shall become binding on the exhibitor to participate in the trade show. Applications under reserve, deletions, additional services and orders, e.g. advertisements, commercials in the catalog/ magazine, set-up and dismantling of the stand, rental of stand construction materials, power connection, water and other utilities. Deadline for registration: 1 month before the fair begins.
 T. Stand construction: In the castle generally no typical stand construction is desired. Especially exhibitors with wine, spirits or other beverages can only exhibit on the basis of a table presentation. Every exhibitor commits himself to make his space appealing! Roll-ups, Pop-ups, etc. can only be set up if they do not interfere visually with the neighboring stand. Exhibitors with gourmet products can also work with a stand construction materials, power connection, water and other utilities. Deadline for registration: 1 month before the fair begins.

2. Rental conditions for stands differ with each fair. Each started ½ sqm will be charged as 1 sqm. Prices are quoted on the front of this application form. The price per sqm for outdoor presentations is 50% of the indoor price. For two-storey stands additional 50 % of the comprehensive tariff will be charged. An obligatory registration fee (see front) will be charged per exhibitor. For each co-exhibitor on the booked exhibition space the co-exhibitor fee is obligatory! As a co-exhibitor apply all companies which are not involved in percentage terms of the exhibiting company.

3. Taxes, fees and charges: All fees, charges and taxes, in particular VAT, tax and advertising charges, shall be borne by the exhibitor. All prices are net prices.

**4. Terms and conditions of payment:** 6 weeks before the fair starts. Invoices from this date on have to be paid promptly. Late payment will be charged with a default interest of 12%. Condition precedent for handing over the stand to the exhibitor is timely payment. For short-term applications the exhibitor has to provide a proof of the executing bank, which is titled with "transfer done" or "paid". The exhibitor is not authorized to postpone an account, refuse payment or balance an account because of any counter claims. If it is known that supplementary debits (power, advertisement, cashed voucher,...) for past events are still outstanding or any other bad payment behaviour the organizer is authorized, to levy a charge of € 1000, net additional with the stand account at least 6 weeks before the start date of the show. Final accounts will be balanced with the charged and any differences will be refunded.

5. Lien: In case of open accounts against the exhibitor, the organizer has the legal and contractual lien on any of the exhibited goods, the stall and equipment of the exhibitor. It is not necessary to initiate a court procedure in order to exercise the lien. The organizers are authorized to execute the lien without prior notice and to sell the goods as customary in trade. Revenues are accumulated against the open account.

**6. Cancellation:** If the exhibitor cancels his application, the following cancellation charges shall apply: from the date of the application 50% up to 10 weeks before the starts, from 10 weeks before the fair starts: 100%. The exhibitor acknowledges that the cancellation fee is due even though the organizer can sell the exhibition space to a third party. The cancellation fee is due according the cancellation invoice.

7. Realisation of the event: The organizer reserves the right for realisation up to 6 weeks before the fair starts. If the event is cancelled by the organizer, accounts already paid to the organizer will be refunded. In the case of any disaster beyond the organizers control shortly before or during the event, the organizer has the right to cancel or interrupt the proceedings. For reasons of a serious nature the organizer reserves the right to cancel the event, to shorten the event period, or if due to official regulations, respectively, for other compelling circumstances, to transfer or limit the area provided. For the previously mentioned reasons the exhibitor cannot submit claim for compensation against the organizer. After an appropriate assessment of the situation, any reimbursements will be made either in part, in total, or not at all. The in the exhibitor information described "fair contentfactors.

8. Admission & allocation: The organizer decides on the acceptability of the applicant. The organizer is entitled to refuse an application anytime without justification. Applications may be refused by the organiser if the exhibitor's products do not fit into the profile of the fair, or if it is known that fees for other events are still outstanding or that any kind of insolvency hearing is pending against the applicant. The organizer has the exclusive right to allocate stands and to change stand locations at any time in the interest of the event. The organizer does not give exclusive rights to any exhibitor for his exhibited goods and services.

9. Pulling out customers of the visitor stream: Advertising activities outside the confines of the given exhibition space is prohibited. Customers may not be approached either at an adjacent stand or at the entrance, at the cash desks or in the free area around the fair, in the interest of all exhibitors. In case of non-compliance the organizer gives a unique reminder. If the exhibitor repeats his behaviour, the organizer has the right to block the whole booked exhibition space of the exhibitor for the duration of the show. The exhibitor has no right to refund any costs.

10. Exhibitor quality management: Exhibitors have to fit into the fair profile. In particular cases the organizer can grant an exception to this guideline. Product and/or services have to be legally accepted in Austrial The exhibitor undertakes to inform himself/herself, whether the goods he/she sells or the services he/she provides are allowed in Austrian law (product liability, pharmaceutical law, etc.) and that all customs regulations & formalities will be complied. By signing the application form, the exhibitor guarantees its legal and professional expertise for its offered services and products in conformity with Austrian laws.

11. Entry in the exhibitor index & data protection: The Entry in the exhibitor index is not an obligatory task of the organizer. The organizer does not undertake the liability for: misprints, typographical errors, syntactic errors, misclassification or missing entry's, etc. Also the organizer is obliged to summarize concepts, contents, texts and multiple choices of categories. Furthermore it is not possible to reduce any invoices because of misprints, typographical errors, syntactic errors, misclassification or missing entry's, etc. By submitting this application, the exhibitor grants the consent to the voluntary publication of the specified company data, which are specified company data, which the exhibitor data section for the entry in the exhibitor index (online & print), as well as the specified company data, which the additional data on the products and services offered in event interest to pass on to third parties eg online exhibitor index, tasting catalogue (printed exhibitor index), hall plans (print & online), list of exhibitors in print & online endia. The data will remain accessible to the public for up to three years, even after the event in the online exhibitor index and in the online hallplan. The printed media will be passed on to third parties. The data is therefore freely accessible to the public for a limited period of time (further information can be found in the privacy policy).

## exhibitor by the organizer.

**12. Sale & tasting of products:** Free tastings are generally intended. Sale and tasting is generally permitted. Only registered products can be exhibited and sold. Products which have been nominated for the exhibiter index/ catalogue/ brochure are those which are regarded as part of the program. Bankruptcy sales or similar sales will not be permitted out of consideration for the other exhibitors.

13. Sale of food and beverages: The Austrian hygiene regulations and formalities have to be complied. The exhibitor is obliged to inform himself/ herself about the legal hygiene regulations and formalities. The permission of the sale of food and beverages for consume on location (catering) is depending on the fairgrounds (location). Based on exclusive rights for local catering company's it is not allowed to sell food and beverages at every fair. Please inquire in written form for the current fair, if the sale of food and beverages to consume on location is permitted. The sale of food and beverages to take home is generally permitted.

14. Times for stand setup & dismantling: The by the organizer announced times for stand construction and dismantling must be observed. Should there be a special arrangement, so exhibitor and goods are allowed stay in the hall/ location longer, the occurring costs will be charged to the exhibitor including a handling fee by the organizer.

**15.** Set-up /Construction: Exhibitors have to complete their stand construction and stand decoration 1 hour before the fair starts. If the rented surface is still vacant up to 2 hours before the fair starts and the organizer is not informed about a later installation, the organizer reserves the right to dispose of the surface without prior notice. In the case that the organizer has to decorate or fill the rented surface with stand construction materials, the organizer has the right to charge the additional costs to the exhibitor. In this case the exhibitor has no right of refund for already paid accounts related to the surface. Installation of the stand has to be completed by the exhibitor ne hour before the fair starts.

16. Dismantling: The exhibitor has no right to start the dismantling before the official end of the fair. This also applies to clearing away decoration, advertising materials and exhibition pieces. Otherwise a fine of € 500,- has to be expected.

17. Stand construction: In the Castle generally no typical stand construction is desired. Especially exhibitor with wine, spirits or other beverages can only exhibit on the basis of a table presentation. Every exhibitor commits himself to make his space appealing! Roll-ups, Pop-ups, etc. can only be set up if they do not interfere visually with the neighboring stand. Exhibitors with gourmet products can also work with a stand construction concept. For this, the presentation of plans & a written agreement with the organizer is possible and timely clarify. On the part of the building owners, it is not allowed to attach nails, screws, tapes, Tixo or similar to the walls of the building or to make any other damage in the masonry, wood or similar. Electricity and water may only be ordered through the organizer. The fire prevention and event authority regulations must be adhered to. Special permits can only be requested on a case-by-case basis from the responsible authority via the organizer in good time (about 8 weeks before the fair). A positive approval is always dependent on the decision of the extent, special transports and trucks over 3.5 t must be reported by the exhibitor upon registration. Driving on the hall is not permitted. Hydrants, fire extinguishers, electric control boxes, gas shut-off valves and escape routes etc. can not be adjusted or impaired. The use of open fire, candles, LPG, welding equipment and spark generating machines is strictly prohibited in the halls. Decor material for the exhibition stands must comply with fire regulations (flame retardant).

18. Liability and compensation for damages: The organizer accepts no liability whatsoever for loss or damage to exhibition goods or stand equipment brought or left behind by the exhibitor. The organizer is not obliged to enter into any insurance agreements of any kind. No insurance is included in the stand rent for the stand itself, for any items brought into the stand or any other associated pieces of equipment.

19. Advertisement of the exhibitor: In case the exhibitor intends to advertise his products beyond his stall but within the exhibition area, it is necessary to obtain a written permission from the organizer (which can be charged). Every exhibitor promises not to impair the presentation work of adjacent exhibitors and the organizers.

20. Filming and photography: The organizer retains the right to take photographs and make films on the exhibition premises and to use such photographs and films for its own or for general publication. In this context, the exhibitor waives any related objections based on copyright. The exhibitor does not retain the right to make, or have made, any films, photographs, drawings or other depictions of exhibition stands and goods exhibited, other than his or her own. In this context, the exhibitor waives all objections arising from industrial property rights, in particular copyright and the law against unfair competition (UWG). All exploitation rights are incumbent on the organizer without restriction.

**21. Cleaning, parking lots and surveillance:** The stands will not be cleaned by the organizer, but the organizer is responsible for cleaning the aisles and walkways between the stands. The disposal of construction or dismantling waste, and remaining installation material of the show will be charged at the current rates (cleaning and waste disposal) of the respective fair. When the car parks for exhibitors are not combined with the visitors' car parks, they have been laid out separately. Surveillance of exhibition-area will be arranged according to the target.

22. Special events and presentations: Special events, presentations in picture and sound, etc. on the exhibition area are subject to the organizer's written consent. Special events or presentations that have been authorized are to be carried out in such a way that no molestation is caused by noise, dust, fumes, etc. or that any other part of the exhibition is not impaired. Noise exceeding 40 dBA measured on the periphery of the exhibition area is forbidden. Should the exhibitor fail to comply with this regulation, the organizer is entitled to close down the exhibition area. Registrations with the AKM must be carried out by the exhibiting company itself.

23. The rental fee for exhibitors with wine distillates/ spirits, beverages includes a free washing service for rental wineglasses in a basket with 16 pcs or glasses from the exhibitor in a basket of max. 40 x 40 x 24 cm., mineral water and bread as long as stock lasts and for deposit.

24. Additional conditions for exhibitors with gournet products: Strong smelling cheeses and other products like salami etc. are generally not permitted in the large exhibition hall. Exhibitors who display strong smelling products may only be sited in the foyer between Forum 1 + 2. If, in spite of this, an exhibitor is in the hall with strong smelling products (assessment is made by the organizers), he or she will be re-positioned in the foyer as he had been allocated a place on the assessment of non-smelling products. This will be executed either during the fair or even before the fair! The exhibitor is obliged to accept the newly allocated site. If there is no space left in the foyer, it may not be possible to allocate him at any other site in the exhibition area. In such a case, he will be reimbursed with 70% of the stall charges.

**25. Exhibitor ID's:** Exhibition passes are not transferable and are solely to be used by the exhibitor's staff! Up to 6sqm the exhibitor gets max. 2 exhibitor ID's free of charge. Up to 12sqm the exhibitor gets max. 4 exhibitor ID's free of charge Every additional exhibitor ID:  $\in$  40,-. Contravening this regulation will entitle the organizer to the full entrance fee, in cash, per each exhibitor pass.

26. House rules: The house rules of the venue must be obeyed.

27. General regulations: Spoken agreements shall not be considered valid. Amendments, additions and deletions as well as verbal agreements to this agreement shall not be valid unless in written form. The invalidity of any individual fair conditions shall not affect the validity of the remaining provisions. These terms and conditions are also valid for all the other concluded agreements in this context between the exhibitor and the organizer.

28. Jurisdiction & place of performance: Austrian law shall apply. Legal venue is Mondsee, Austria

## **PRIVACY POLICY**

1. Personal data collected from or transmitted by the exhibitor may be used for the fulfillment of the business purposes of CMW Peter Lindpointner GmbH & Co. KG within the framework of the statutory data protection regulations.

2. The exhibitor agrees to the listing in the exhibitor index of the fair (online + print) and to publish the data in interest of the event, e.g. in the online exhibitor index, fair guide (printed exhibitor index), hallplans (print & online), list of exhibitors in print & online media too. The data will remain accessible to the public for up to three years, even after the event in the online exhibitor index and in the online hallplan. The printed media will be passed on to third parties. The data are thus freely accessible to the public for a unlimited period of time. This consent can be revoked at any time in writing by e-mail to office@cmw.at.

3. The fairs CMW Peter Lindpointner GmbH & Co. KG and its affiliated companies, as well as their foreign agencies are also authorized to use this personal data to contact you by letter, e-mail, telephone or fax. An overview of these companies and foreign representations is available on the website www.cmw.at under the heading "Representatives, Memberships & Partners". This consent can be revoked at any time in writing by e-mail to office@cmw.at.

4. The exhibitor must ensure the data protection requirements of the above uses by appropriate measures (for example, consent of his employees). The exhibitor shall be liable to CMW Peter Lindpointner GmbH & Co. KG for damages and expenses resulting from the breach of this obligation and shall release the trade fairs CMW Peter Lindpointner GmbH & Co KG on the first request of corresponding claims of third parties. This consent can be revoked at any time in writing by e-mail to office@cmw.at.

5. The exhibitor accepts that all data of the exhibitor, which will be announced at the time of booking, as well as all related agreements and orders will be passed on to the tax office or the tax consultant of the organizer. The exhibitor accepts that all information provided by the exhibitor at the time of booking, as well as all related agreements and orders, all correspondence relating to the booking and its circumstances, if necessary, to suppliers, public authorities, tax authorities, courts, legal representatives and legal protection will be passed on. This consent can be revoked at any time in writing by e-mail to office@cmw.at

## Stand May 2018

Wein	► ADVERTISING POSSIBILITIES Fax: +43(0) 6232 6563 - 65					
Wein im Schloss Schloss Mondsee   Säulenhallen			Pe • Messen CMW	Aessen CMW ter Lindpointner GmbH & Co KG Peter Lindpointner GmbH & Co KG d/Mondsee, Tel.: +43 (0) 6232 6563		
29. – 30. March 2019 (Friday & Saturday)		Internal notation of the fair management: HP:				
<b>Exhibitor data</b> for the entry to the exhibitor index (online + print)		<b>Logistics</b> (only if already known)				
Company Name:	Hall:					
Street:		Stand:				
Post Code, City:	<b>Consultant</b> (responsible for the exhibition arrang		n arrangements):			
Country:		Name:				
Tel:		Mobile:	Direct-Dial:			
Company E-Mail:		E-Mail:				
Promotional flyer: Free flyer with short information about the fair & a discount to the admission fee for dispatch costumers. No costs for the exhibitor!         Format: 9,9cm x 21cm       weight per pcs: ca. 3g			your	pcs		
<b>Costumer Invitation / free tickets for your costumers:</b> These entitle your costumers to a free entry. You wil used tickets / costumer invitaions after the fair. The costumer has to fill in its data, so you know who used you Only the used tickets / invitation will be charged with the special exhibitor tariff of $\in$ 12,- gross per ticket.				Paper tickets: pcs Coupon codes for the onlineshop: pcs		
Advertising insert in the tasting catalogue – 4C: You have the opportunity to take part with an advertising insert in the tasting booklet. The booklet includes: exhibitor index, hall plan and is free for all visitors. As long as the stock lasts!						
□ 1/4 page       W 148,5mm x         □ 1/2 page       W 148,5mm x         □ 1 page       W 148,5mm x         □ 1 page on the back U4       W 148,5mm x	H 104,5mm (+4mr H 210mm (+4mr H 210mm (+4mr	n filler) n filler) n filler) n filler)	Price: € 79,- /pcs * Price: € 149,- /pcs * Price: € 279,- /pcs * Price: € 279,- /pcs * Price: € 299,- /pcs * Limited to one!			
Logo insert in 4C in the printed tasting catalogue (ex 1 x above the entry in the exhibitor index, 1 x on the c		v.weinimschloss.com.	Price: € 39,-	· /pcs *		
Premium Insert on the front of the ticket. Limited Format: W 25mm x H 60m (+ 3mm filler all around)	to only one!		Price:€ 99,·	· /pcs *		
□ Supplement to the ticket Price: € 149,- /pcs * Visitors to the fair will receive information about your company at the entrance. The information (Max. A6 or 9,9cm x 21cm) will be produced and provided by the organizer. This supplement is limited.						
□ Distribution of advertising material Price: € 100,- /pcs * e.g. flyer, vouchers, samples, bags) Distribute flyers and/or samples in the fair hall (except from open- air ground, cash desks & parking lots) by your own employees. (prices excl. of personnel costs, excl. advertising material – for max. 3 people).						

**Printing data: please send printing data at least 4 weeks before the fair starts to:** <u>office@cmw.at</u>. All prices are quoted excl. of 20% VAT and advertising tax 5% (\*). Prices are valid from the date of delivery of printing data. By submitting this application, the exhibitor accepts all terms and conditions for exhibitors and the privacy policy (see overleaf or attachment). This consent can be withdrawn at any time either individually or in its entirety by E-Mail to office@cmw.at. All products are available as long as stock/space last. Advertising brochures, postcards and free tickets for costumers will be sent to you in time. Orders may be refused by the organizer. Bookings are exclusive for exhibitors of the fair.

Date

Signature / Company stamp

Messen CMW - Peter Lindpointner GmbH & Co KG, Ahornweg 22, A-5311 Innerschwand/Mondsee, Mail: office@cmw.at, www.cmw.at, Firmenbuch FN 446902i, Landesgericht Wels, ATU70244817