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SÃO PAULO, 09.–11.04.2024



All About Food

APPLICATION FORM



International Trade Show Exclusively
for the Food and Beverage Sector
Distrito Anhembi, SP, Brazil

Strategic Partners



apexBrasil



Organized by:



Application for main exhibitor

Please send in along with the completed
list of products (Forms 1.30/1.31)!

1.10

1 Main exhibitor

1.1 Fantasy Name / Name in the floor plan:

Company/Name:

Address:
Street Name:

House Number:

Additional info (e.g.
building, floor, room):

Postcode, town:

State, country:

Phone: + / /

Mobile phone: + / /

E-mail:

Website:

Owner/Managing Director:

☐ Mr ☐ Ms

Sort alphabetically
under the letter:

Contact person (exhibitor) for the event is:

☐ Mr ☐ Ms

Position at
the company:

Phone: + / /

Mobile phone: + / /

E-mail:

1.2 We are a/an: (please tick only one box)

- | | |
|--|--|
| <input type="checkbox"/> Association/institution | <input type="checkbox"/> Wholesaler/distributor |
| <input type="checkbox"/> Importer | <input type="checkbox"/> Commercial representative |
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Trade media |
| <input type="checkbox"/> Service provider | <input type="checkbox"/> Others |
| <input type="checkbox"/> Trading company | |

1.3 Products / Services

2 Stand request

2.1 Raw space

- | | |
|---|------------|
| <input type="checkbox"/> Rebooking until 31/06/2023 | USD 210,00 |
| <input type="checkbox"/> Early Bird until 31/08/2023 | USD 230,00 |
| <input type="checkbox"/> Regular until 31/12/2023 | USD 260,00 |
| <input type="checkbox"/> Late Rebooking from 01/01/2024 | USD 290,00 |

sqm Space in total

2 Stand request

2.2 Shell Schemes (see S.13)

- | | | |
|------------------------------------|--|---|
| <input type="checkbox"/> Raw Space | <input type="checkbox"/> Standard | <input type="checkbox"/> Complete |
| <input type="checkbox"/> Premium | <input type="checkbox"/> Pavilion Standard | <input type="checkbox"/> Pavilion Super |

2.3 Mandatory Participation Charges

- | | |
|---|---------|
| A. City Hall Charges of the city of São Paulo | USD 220 |
| B. Fire Brigade Charges of State São Paulo (each 50 sqm) | USD 42 |
| Only mandatory if a shell scheme is contracted | |
| C. Basic Energy Rate (KVA = sqm * 0,1) | USD 240 |
| Minimum of USD 480 (2 KVAs) | |
| D. Media Package (per stand) | USD 250 |
| Includes a company listing in the Official Exhibitor Catalogue and on the Digital Showcase until April 30, 2024 | |
| E. General Cleaning Fee (per sqm) | USD 12 |
| G. Group Participant Fee | USD 450 |
| This fee is only required for each exhibitor in the Pavilion. See page 4 for the final amount. | |

2.4 Total Amount USD =

3 Exhibits

Please fill in the list of products (Forms 1.30/1.31) and enclose it to your registration form!

Please tick your products/services on the enclosed list of products.

PLEASE NOTE:

Payment terms & schedule:

50% of total participation fee has to be paid within 30 days after the contract is signed.

Remaining balance of total participation fee has to be paid until 31.01.2024

After 02/2024 - One invoice only to be paid within 10 days

Cancellation terms & schedule:

Refer to "Generall conditions of participation at Anuga Select Brazil 2024"

4 Event and Venues

Event: Anuga Select Brazil

Products Period: 9 to 11 April 2024 (Set-up: 5 - 8 April 2024, Dismantling: 12 April 2024)

Venue: Distrito Anhembi - Av. Olavo Fontoura, 1209 - Santana, São Paulo - SP, ZIP CODE 02012-021

Data Protection Notice:

You can read our Data Protection Notice in the complete participation documents and at any time under www.koelnmesse.com/data-protection-notice. We would like to stay in touch with you in the future, in order to keep you appropriately informed of events and similar services. That's why we would like to ask for your consent to contact via electronic media.

☐ I hereby permit and agree that Koelnmesse Organização de Feiras Ltda., may pass on my personal data to its parent company Koelnmesse GmbH and its subsidiaries and commercial agents and may use the data entered on this form from the aforementioned persons for sending me information by e-mail about future similar trade fairs/events/platforms organized in Brazil and abroad. A list of the subsidiaries and commercial agents of Koelnmesse GmbH, as well as further details about data protection, can be found in the complete document containing the participation documents. It can also be accessed at any time at www.koelnmesse.com/data-protection-notice. I can withdraw my consent at any time in the future (by sending an e-mail to dataprivacy@koelnmesse.de)

By signing and returning the application form, we acknowledge that the Special Conditions of Participation as well as the stipulations of the Exhibitor Service Manual (in particular the technical regulations and the supplements contained in the order forms) are binding for our company.

X

Place, date, legally binding signature and company stamp of the main exhibitor

☐ **Raw Space Only**

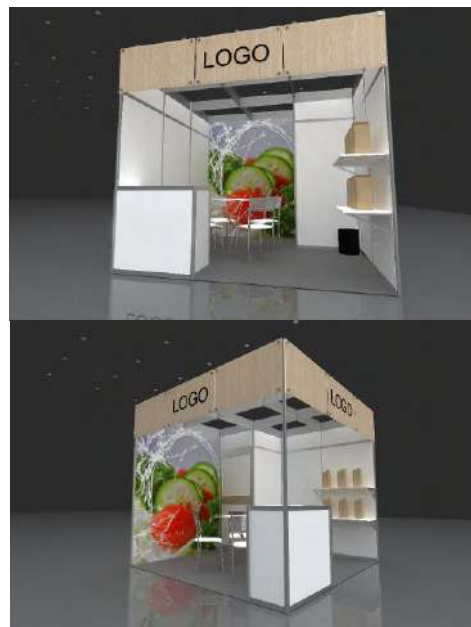
☐ **STANDARD (USD 115,00 / sqm)**

Floor:	Grey carpet applied directly over hall floor.
Walls:	Standard aluminum modular system with laminated white plywood partitions. Height 2.70m
Ceiling:	Standard open aluminum ceiling grid.
Fascia Board:	Standard signboard with company name in black lettering. One signboard per open side (ie aisle).
Electric Installations:	01 LED light per 3m ² 01 LED light on fascia board 01 standard outlet - 300W/220V
Furniture and Accessories:	01 round table 03 chairs 01 counter 01 high stool 01 plastic trash can 02 shelves (98cm x 29cm) 01 storage unit with door 1,00cm x 1,00cm



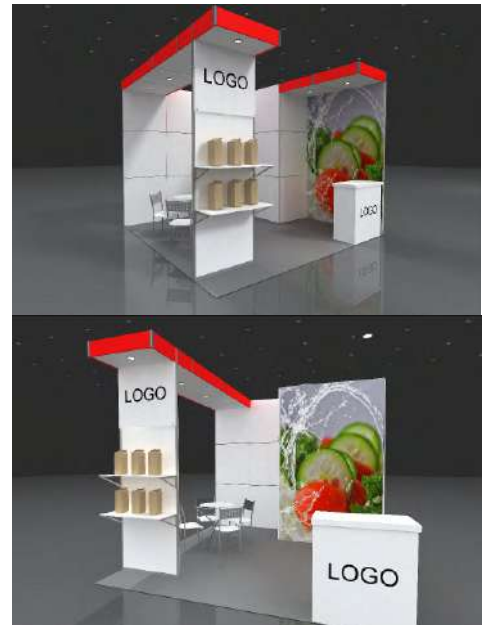
☐ **COMPLETE (USD 150,00 / sqm)**

Floor:	Grey carpet applied directly over hall floor.
Walls:	Standard aluminum modular system with laminated white plywood partitions. Height 2.70m.
Ceiling:	Standard open aluminum ceiling grid.
Decoration:	01 panel (200cm x 247 cm) installed on booth walls.
Fascia Board:	Signboard with 01 logo applied. One signboard per open side (ie aisle).
Electric Installations:	01 LED light per 3m ² 01 LED light on fascia board 01 standard outlet - 300W/220V
Furniture and Accessories:	01 round table 03 chairs 01 counter 01 high stool 01 plastic trash can 02 shelves (98cm x 29cm) 01 storage unit with door 1,00cm x 1,00cm
Signage:	01 logo applied to each fascia board. 01 image applied on wall (200cm x 247cm).



PREMIUM (USD 225,00 / sqm)

Floor:	Grey carpet applied directly over hall floor.
Walls:	Standard aluminum modular system with laminated white plywood partitions. Height 3.00m.
Fascia Board:	Signboard with 01 logo applied. 01 LED light per 3m ²
Electric Installations:	01 LED light on fascia board 01 standard outlet - 300W/220V
Furniture and Accessories:	02 round table 06 chairs 01 counter 01 high stool 01 plastic trash can 02 shelves (98cm x 29cm)
Signage:	01 storage unit with door 1,00cm x 1,00cm 01 image applied on wall (200cm x 282cm).



*Both model available only in corner or 3 opened sides format

PAVILION STANDARD (USD 140,00 / sqm)

Floor:	Grey carpet applied directly over hall floor.
Walls:	Standard aluminum modular system with laminated white plywood partitions. Height 3.80m Panel with pavilion identification..
Fascia Board:	Standard signboard with company name in black and Pavilion logo above. One signboard per open side (ie aisle).
Electric Installations:	01 LED light per 3m ² 01 LED light on fascia board 01 standard outlet - 300W/220V
Furniture and Accessories:	01 round table 03 chairs 01 counter 01 high stool 01 plastic trash can 02 shelves (98cm x 29cm)
Signage:	01 storage unit with door 1,00cm x 1,00cm 01 logo (pavilion identity) applied to side signboards and the counter desk.



PAVILION SUPER (USD 240,00/ sqm)

Floor:	Grey carpet applied directly over hall floor.
Walls:	Standard aluminum modular system with laminated white plywood partitions. Height 3.20m.
Ceiling:	Open made from wooden panels covered in PVC wooden pattern.
Fascia Board:	Signboard with 01 logo applied. One signboard per open side (ie aisle).
Electric Installations:	01 LED light per 3m ² 01 LED light on fascia board 01 standard outlet - 300W/220V
Furniture and Accessories:	01 round table 03 chairs 01 counter 01 high stool 01 plastic trash can 02 shelves (98cm x 29cm)
Signage:	01 storage unit with door 1,00cm x 1,00cm 01 logo applied to each fascia board.



*PAVILION BOOTH:

_____ Total number of exhibitors at my pavilion booth. The organizer will charge **USD 450,00** per exhibitor.

*The furniture used in the image is merely illustrative. Actual furniture used onsite may differ.
Carpet applied directly over hall floor.*

Application for co-exhibitors*

Please send in along with the completed
list of products (form 1.30/1.31)!

1.20

We hereby register companies represented by us on our stand
according to the Conditions of Participation

If you wish to register more companies, please photocopy the
blank form first.

1 Co-exhibitor

1.1 Address:

Company Name:

Address:
Street Name:

House Number:

Additional info (e.g.
building, floor, room):

Postcode, town:

State, country:

Phone: + / /

Mobile phone: + / /

E-mail:

Website:

Owner / Managing Director:

☐ Mr ☐ Ms

Contact person (exhibitor) for the event is:

☐ Mr ☐ Ms

Position at
the company:

Phone: + / /

Mobile phone: + / /

E-mail:

1.2 The Company is a/an:

- | | |
|--|--|
| <input type="checkbox"/> Association / institution | <input type="checkbox"/> Wholesaler / distributor |
| <input type="checkbox"/> Importer | <input type="checkbox"/> Commercial representative |
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Trade media |
| <input type="checkbox"/> Service provider | <input type="checkbox"/> Others |
| <input type="checkbox"/> Trading company | |

1.3 The represented brand(s) is/are as follow:

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and at any time under
www.koelnmesse.com/data-protection-notice. We would like to stay in touch with
you in the future, in order to keep you appropriately informed of events and similar
services. That's why we would like to ask for your consent to contact via electronic
media.

☐ I hereby permit and agree that Koelnmesse Co. Ltd., may pass on my personal
data to its parent company Koelnmesse GmbH and its subsidiaries and commercial
agents and may use the data entered on this form from the aforementioned persons
for sending me information by e-mail about future similar trade fairs/events/
platforms organized in Brazil and abroad. A list of the subsidiaries and commercial
agents of Koelnmesse Organização de Feiras Ltda., as well as further details about
data protection, can be found in the complete document containing the
participation documents. It can also be accessed at any time at www.koelnmesse.com/data-protection-notice. I can withdraw my consent at any time in the future
(by sending an e-mail to dataprivacy@koelnmesse.de)

By signing and returning the application form, we acknowledge that the Special
Conditions of Participation as well as the stipulations of the Exhibitor Service
Manual (in particular the technical regulations and the supplements contained in
the order forms) are binding for our company.

List of products:

Must be returned by

– Main exhibitor

– Co-exhibitor

– Additionally represented companies

Please complete and return with application

1.30

Name of main exhibitor:

(Please also fill in if co-exhibitor / additionally represented company is indicated)

Name of co-exhibitor / additionally represented company:

(Please fill in a separate list of products for each co-exhibitor / additionally represented company)

(Please check the appropriate box, multiple responses possible)

We're offering:

- ☐ Products for the food wholesale and retail trade
- ☐ Products for food service and catering
- ☐ Products for the food processing industry

Trend topics

The following trend topics will provide additional guidance to your relevant visitor target groups:

- ☐ Frozen products
- ☐ Gourmet products and regional specialities
- ☐ Health & functional food
- ☐ Vegetarian products
- ☐ Vegan products
- ☐ Private labels
- ☐ Ingredients

Our target/sales markets are:

Africa

- ☐ South Africa
- ☐ West Africa
- ☐ East Africa
- ☐ North Africa

The Americas

- ☐ USA
- ☐ Canada
- ☐ Mexico
- ☐ Colombia
- ☐ Brazil
- ☐ Others Central America
- ☐ Others South America

Asia

- ☐ China
- ☐ Japan
- ☐ South East Asia
- ☐ India
- ☐ Middle East

Europe

- ☐ Western Europe
- ☐ Northern Europe
- ☐ Southern Europe
- ☐ Russia
- ☐ Turkey
- ☐

Oceania

- ☐ Australia
- ☐ New Zealand
- ☐ Others Oceania

Global Opportunities

We are interested in the following Koelnmesse events around the world. Please send us further information.

Food & Beverages

- ☐ Germany, Cologne | Anuga
- ☐ China, Shenzhen | SIGEP China
- ☐ Germany, Cologne | Anuga HORIZON
- ☐ India, Mumbai | Anuga Select India
- ☐ Colombia, Bogotá | Alimentec China,
- ☐ Japan, Tokyo | Anuga Select Japan
- ☐ Shenzhen | Anuga Select China
- ☐ Thailand, Bangkok | THAIFEX - HOREC Asia

Confectionery & Snacks

- ☐ Germany, Cologne | ISM
- ☐ Japan, Tokyo | ISM Japan
- ☐ Dubai | ISM Middle East
- ☐ Not interested in further trade fairs

List of products

Must be returned by

– Main exhibitor

– Co-exhibitor

Please complete and return with application

1.31

Name of main exhibitor: (Please also fill in if co-exhibitor is indicated)

Name of co-exhibitor:

(Please fill in a separate list of products for each co-exhibitor)

List of products (Please tick the corresponding items)

AGRIFOODS

Raw Material

- ☐ 010/010 Meat (unprocessed)
- ☐ 010/020 Fish, shellfish and seafood (unprocessed)
- ☐ 010/030 Grains
- ☐ 010/040 Pulses
- ☐ 010/050 Coffee beans
- ☐ 010/060 Cocoa beans

Fresh Produce

- ☐ 020/010 Fresh fruit
- ☐ 020/020 Fruit Concentrates
- ☐ 020/030 Vegetables

FINISHED FOOD

Fine Food

- ☐ 030/010 General provisions and staple foods
- ☐ 030/020 Nutrients
- ☐ 030/030 Canned food
- ☐ 030/040 Ready-meals and soup products
- ☐ 030/050 Delicatessen sauces and seasonings
- ☐ 030/060 Dried fruit and vegetables
- ☐ 030/070 Oils and fats

Meat

- ☐ 040/010 Meat products
- ☐ 040/020 Preserves containing meat
- ☐ 040/030 Meat-based convenience products
- ☐ 040/040 Raw ingredients and auxiliary agents for butchers

Chilled & Fresh Food

- ☐ 050/010 Cut fried & vegetables
- ☐ 050/020 Speciality salads
- ☐ 050/030 Fish, shellfish and seafood
- ☐ 050/040 Fresh side dishes/ingredients
- ☐ 050/050 Fresh ready-meals
- ☐ 050/060 Raw ingredients and aux. agents for chilled foods
- ☐ 050/070 Other chilled products

Bread & Bakery

- ☐ 060/010 Bread (fresh, frozen, partly-baked)
- ☐ 060/020 Small baked rolls
- ☐ 060/030 Fine baked goods
- ☐ 060/040 Long-life baked goods
- ☐ 060/050 Spreads
- ☐ 060/060 Raw materials/ingredients/aux. agents for baking

Confectionery and snack products

- ☐ 070/010 Chocolate
- ☐ 070/020 Pralines
- ☐ 070/030 Other cocoa and chocolate products
- ☐ 070/040 Sugar confectionery
- ☐ 070/050 Marzipan and persipan

<input type="checkbox"/>	070/060 Confectionery products from kernels
<input type="checkbox"/>	070/070 Snack products
<input type="checkbox"/>	070/080 Chewing gum
<input type="checkbox"/>	070/090 Other confectionery

Drinks

<input type="checkbox"/>	070100 Non-alcoholic drinks
<input type="checkbox"/>	070200 Beer and mixed beer drinks
<input type="checkbox"/>	070300 Wine and sparkling wine
<input type="checkbox"/>	070400 Spirits
<input type="checkbox"/>	070500 Raw materials, reagents and additives

Dairy

<input type="checkbox"/>	090/10 Milk and dairy products, Milk substitute products
<input type="checkbox"/>	090/20 Cream and cream products
<input type="checkbox"/>	090/30 Cheese
<input type="checkbox"/>	090/40 Butter
<input type="checkbox"/>	090/50 Desserts
<input type="checkbox"/>	090/60 Dried milk products
<input type="checkbox"/>	090/70 Fruit preparations/ingredients/raw materials/auxiliary agents
<input type="checkbox"/>	090/80 Eggs and egg products
<input type="checkbox"/>	090/90 Lactose-free mild and dairy products

Food Services

<input type="checkbox"/>	100/010 Kitchen technology
<input type="checkbox"/>	100/020 Distribution system/table and serving equipment
<input type="checkbox"/>	100/030 Rinsing, cleaning and disposal technology
<input type="checkbox"/>	100/040 Refrigeration technology
<input type="checkbox"/>	100/050 Coffee machines
<input type="checkbox"/>	100/060 Information and billing systems
<input type="checkbox"/>	100/070 Construction technology, furnishing and equipment
<input type="checkbox"/>	100/090 Food and beverages for the food service and catering market

WellFood

<input type="checkbox"/>	110/10 Non-prescription medicines/OTC
<input type="checkbox"/>	110/20 Dietary supplements
<input type="checkbox"/>	110/40 Health food and dietetic products
<input type="checkbox"/>	110/50 Functional Foods

Organic

<input type="checkbox"/>	120/010 Organic delicatessen products, gourmet, general provisions and health food
<input type="checkbox"/>	120/020 Frozen organic products
<input type="checkbox"/>	120/030 Organic meat, sausage, game and poultry
<input type="checkbox"/>	120/040 Organic fresh convenience and fish products
<input type="checkbox"/>	120/050 Organic milk and dairy products
<input type="checkbox"/>	120/060 Organic bread, baked goods, spreads and hot beverages
<input type="checkbox"/>	120/070 Organic drinks

Associations, organisations, trade press, services, IT

<input type="checkbox"/>	130/010 Associations and organisations
<input type="checkbox"/>	130/020 Trade press
<input type="checkbox"/>	130/030 Services, IT

Note: this directory of products shall not be considered the basis for automatic entry in the directory of products in the official fair media. Our official contractual partners will provide you with all order information and documents for the marketing services offered.

Exhibitor / Contractor

Company Name:

Legal Representative:

Position:

X

Date, Place, Stamp, Legally binding signature of the Main Exhibitor

Organizer

Koelnmesse Organização de Feiras Ltda.

Legal Representative: Beni Piatetzky

Position: Managing Director

X

Date, Place, Stamp, Legally binding signature of the Main Exhibitor

General Conditions of Participation

Signature is mandatory due to Brazilian law.

1. The participation in the International Pavilion Package can only be conducted, should the minimum participation of 5 companies be reached. All materials and facilities in the International Pavilion shall be at the disposal of the exhibitor, on a rental basis, only for the duration of the event, and may in no way be damaged or modified. Damaged or modified components and devices shall be repaired or replaced at the expense of the exhibitor. The equipment and furniture included in the International Pavilion Package can not be switched or negotiated since it's an uniform agreement.

2. The **Exhibitor / Contractor** pledges to use the rented space in accordance with the amount paid for it. Instalments must be paid via bank payment slips issued **Koelnmesse Organização de Feiras Ltda.**, at Banco Santander (Brasil) S.A., Agency 0436, Account Number 13002582-8 (SWIFT/BIC: BSCHBRSP, IBAN: BR80 9040 0888 0043 6013 0025 828C), observing the due dates indicated thereon, which will be sent to the **Exhibitor / Contractor** when this contract is signed. Payment slips will be sent to the contact indicated in the **Exhibitor's** Official Identification box in the preamble of this agreement ("Contact person for the exhibition"), whereas said contact should inform the **Organizer** about any receiving problems or if he/she has not received the payment slip until 3 days before the due date.

2.1. In case the **Exhibitor / Contractor** does not inform the **Organizer** about any problems that causes him/her not to receive the payment slips within the deadline set forth in item 2 above, resulting in late payment, the Exhibitor shall incur into the penalties set forth in item 4 below.

3. Payments shall only be considered discharged if made through bank payment slip. Payments will not be considered if made via other modalities without express written authorization from the **Organizer**.

4. Late payment of instalments by the **Exhibitor/ Contractor** entails a 2% fine plus 1% interest per month charged on the instalment amount.

5. In the event of debt enforcement proceedings for instalments owed, the **Exhibitor / Contractor** shall be liable for payment of all court costs and attorney fees (20% of the value in dispute) generated by the default.

6. In the case that it is not possible to hold the Event on the dates originally scheduled and/or the aforementioned venue not be granted due to the absence of any required licenses and/or authorizations, or still for any reasons what so ever, such as public health reasons, natural disasters, lack of energy, a fact caused by a decision of a public authority, strikes, terrorist attacks, blocking of access roads, or other facts of a third party, including force majeure, the **Organizer** has the authority to hold the event in another date and/or location, at its sole discretion and in the interest of the Event, which is hereby accepted by the **Exhibitor / Contractor** with no restrictions, which expressly agrees to the maintenance of all obligations and duties under this contract.

6.1. If it is not possible to change the venue and/or location of the Event according to the **Organizer's** evaluation due to the occurrence of the hypothesis foreseen in item 6 above, the **Organizer** may decide to cancel the Event, being exempt of responsibility for such fact and being able, upon presentation of proof of costs already incurred in the organization of the Event, to discount proportionally the actual costs of eventual amounts to be refunded.

6.2. Should the **Exhibitor/Contractor** prove to be unable to participate in the new venue and/or date determined according to 6.1 above, he/she may choose to convert the amounts already paid into credits for participation in a future edition of the Fair within 1 year, without the application of any penalty, according to the contractual provisions that may apply to it.

7. The **Exhibitor / Contractor** may not wholly or partially transfer any right or obligation undertaken with the **Organizer**, related to the event in question, nor may it sublet or assign all or part of the contracted space, without the previous and express approval of the **Organizer**.

8. The space shall only be released for the **Exhibitor / Contractor** and its agents to set up the booth if there are no outstanding contracted instalments.

9. The timeframe for using the space outlined in this document shall correspond to the duration of the event, including times for set-up and dismantling of the booth and the **Exhibitor/ Contractor's** products and equipment as described in the application document 1.10 of the preamble of this agreement. On the last day of dismantling the **Exhibitor / Contractor** must deliver its assigned space, properly vacated and in the same conditions as received, so as to return it in perfect order, being responsible for reimbursing any damages caused.

9.1. In case of noncompliance with the delivery timeframe and conditions, the **Organizer** shall proceed to vacate the space and restore the aforementioned conditions, whereas the **Exhibitor / Contractor** shall be accountable for all resulting costs, including those related to storage of materials, which will be available to it for fifteen (15) days counted from the end of the event, after which period the **Organizer** is free to dispose of them.

10. This contract shall be lawfully suspended, regardless of judicial or extrajudicial notice, if at any time during its effective period two instalments are in arrears for over 5 (five) business days, or in the event of incorrect payment of said instalments, resulting in loss of the right to participate in the fair, without being entitled to any reimbursement of amounts paid.

10.1. The **Organizer** may also, at any time, in the event of non-compliance with any obligation by the **Exhibitor/Contractor**, notify the **Exhibitor/ Contractor** to remedy such non-compliance, under penalty of termination of this contract, subject to the penalties of cancellation provided for in item 11 below.

10.2. The contract shall be considered terminated automatically, regardless of judicial or extrajudicial notification, in the hypothesis described in item 11.1 below, and the sanctions provided for therein shall apply.

11. The **Exhibitor / Contractor** recognizes that, due to the Leased Contract Area, the **Organizer** will take many obligations and bear costs for the organization of the event according to the exact number of participants. The obligations assumed by the **Organizer** will remain unchanged even if the **Exhibitor / Contractor** decides to cancel their participation. Thus if the Exhibitor wishes to cancel its participation in the Event, the **Exhibitor / Contractor** must inform the **Organizer** in writing, and will be obligated to make the required indemnity payments, as described in the terms below:

a) If the cancellation is done up to 180 (one hundred and eighty) days before the opening of the event, the **Exhibitor / Contractor** shall pay 50% (fifty percent) of the amount set in application document 1.10 above;

b) If the cancellation is done between 180 (onehundred and eighty) days and 120 (one hundred and twenty) days before the opening of the event, the **Exhibitor / Contractor** shall pay 75% (seventy five percent) of the amount set application document 1.10 above;

c) If the cancellation is done less than 120 (onehundred and twenty) days until 45 (forty-five) days before the opening of the event, the **Exhibitor / Contractor** shall pay the whole sum set in application document 1.10 above;

d) If the cancellation is done less than 45 (forty-five) days before the opening of the event, the **Exhibitor / Contractor** shall pay the whole sum plus a charge of 20% (twenty percent) of the amount set in the application document 1.10 above;

Sole paragraph: the above penalties apply equally on any additional services that have been contracted.

11.1. In case the **Exhibitor / Contractor** does not occupy the area leased until 48 (forty-eight) hours prior to the opening of the event, the **Organizer** may use it as it suits better, applying also the item 11.d above; this use does not represent a reduction of any amounts due by the **Exhibitor/Contractor**.

11.2. In case the **Exhibitor / Contractor** is subject to the terms set in application document 1.10 and item 11 and 11.1, including the subitems above, with or without notification in writing to the **Organizer** the intention to cancel its participation in the event, the **Organizer** may make the area available for lease or relocation without any indemnity to the **Exhibitor / Contractor** in

this case.

12. The Exhibitor / Contractor may request reduction of the space being assigned to it or change in the type of space for a lower cost, provided that there is availability and that the request is submitted at least sixty (60) days prior to the event's start date. However, this shall be subject to an operational cost equal to ten percent (10%) of this instrument's total value, and the difference in price, if any, shall be returned to the **Exhibitor / Contractor** within sixty (60) days after the end of the event.

13. Aside from the provisions set forth herein, relations between the parties shall also be governed by the Exhibitor Manual, available on the website www.pueriexpo.com, and memos that maybe drawn up and sent via e-mail to the address indicated in this contract ("Contact person for the exhibition"), which will constitute an integral part of this agreement and which the **Exhibitor / Contractor** states full awareness of, hereby accepting and adhering there to without reservations or provisions, pledging to comply with all conditions and restrictions contained therein and bearing responsibility to make all of its subcontractors aware of its terms and requirements.

14. The Exhibitor / Contractor states its full awareness of the norms and penalties related to maximum sound volume allowed within the booths, as stated in the Exhibitor's Manual.

15. Anuga Select Brazil 2024 will take place from 9. – 11.04.2024 at, Anhembi - Av. Olavo Fontoura, 1209 - Santana, São Paulo - SP, ZIP CODE 02012-021

Build up period: 5 - 8 April 2024 • Dismantling period: 12 April 2024

16. The Organizer reserves the right at any time, for the general good and without prior notice, to rearrange booth locations, provided that the dimensions and characteristics established in this contract are met. It may also change or close entry and exit points, accesses to the space and other structural changes for convenience of the event, to which the **Exhibitor / Contractor** hereby agrees.

17. The Exhibitor / Contractor is likewise responsible for all damages that it or its agents may cause, by negligence or misconduct, to the event venue, to the assets existing therein, or to third parties, whether attending the event or otherwise, for which its partners and administrators shall also be jointly liable. It is the **Exhibitor/Contractor's** responsibility to provide insurance against risks involved with his/her participation in the event, including force majeure, regardless of its nature, and the **Organizer** is exempt from any liability related to possible losses and damages.

18. The Exhibitor/Contractor must abide by the standards set forth in the Exhibitor's Manual for the use of the area.

19. The Exhibitor / Contractor is responsible for tax and labour obligations related to the staff it directly or indirectly employs to provide services in the space sub-assigned herein, as well for any tax and legal matter related to own material used/exhibited in the event. The **Exhibitor / Contractor** is aware of tax and legal restrictions and regulation of sale of products designated to the fair participation and exempts the **Organizer** of any responsibility for the nonobservation of this restrictions. The direct sale of any product designated to be shown at the fair is forbidden.

20. It will fall solely within the Exhibitor / Contractor's scope of risk if

- a) the products, which have been stipulated for the presentation, cannot be introduced at the venue of the event due to legal requirements prevailing there or due to other reasons, or
- b) such products do not arrive in time, do not arrive undamaged or do not arrive at the venue of the event at all - e.g. as a result of any loss, delay in transport or customs, etc. – or
- c) the journey, the journey of the exhibitor's employees or the exhibitor's stand or installation personnel is delayed or becomes impossible.

21. Pursuant to the Brazilian Minor and Adolescent Statute, minors under 14 years of age are not allowed to enter the event, even if accompanied by a parent or guardian.

22. The judicial district of São Paulo/SP is hereby chosen to resolve any disputes arising from this agreement.

23. The Exhibitor / Contractor hereby expressly permits the **Organizer** to use the details entered on this contract for sending information and advertising of its industry events. Both national and international, in line with the data protection regulations currently in force in Brazil. The **Exhibitor / Contractor** can forbid this use of personal data any time by sending an e-mail to marketing@koelnmesse.com.br.

24. The Organizer is allowed to publish the **Exhibitor / Contractor** as **Exhibitor** in its publications such as hall plan, exhibitor list, etc..

25. Any adjustments to the terms and conditions set forth in this agreement shall only be considered valid upon the signature of an amendment to this agreement.

26. All notices, agreements, waivers and other communications shall be in writing, via e-mail or fax and delivered by registered letter, courier or in person, however the case may be, to the addresses/contact person indicated in the preamble of this agreement. The **Exhibitor/Contractor** undertakes to inform, by such means, any modification of the contact details, under penalty of being considered fulfilled the communication with the registration address for all purposes.

27. This Agreement shall be entered into on an unconditional and irrevocable basis and shall bind and benefit the parties and the respective successors, heirs and assignees thereof.

28. This Agreement, including the respective attachments, represents the integral agreement between the parties with respect to the transaction set forth in this agreement and replaces all other previous agreements, in writing or oral, in relation to the subject matter thereof.

29. Any term or provision of this agreement deemed invalid or unenforceable shall be considered invalid solely to the extent of such invalidity or unenforceability, without making invalid or unenforceable the remaining terms and provisions of this agreement. The invalid or unenforceable provision shall be replaced by the parties for a proper and legal provision whose effect approximates at most the original provision.

30. The terms in the context of this agreement shall be counted as from the 1st (first) business day following the event until the termination thereof, which shall be a business day.

32. DISCLOSURE OF CORPORATE DATA AND PROVISIONS REGARDING THE BRAZILIAN GENERAL PERSONAL DATA PROTECTION LAW (LGPD, LAW 13.709/2018)

In order to achieve the object of this contract, the Organizer needs to obtain, maintain and transmit business data from the Exhibitor/Contractor, either at the time of signing this contract or during its execution, in physical and electronic form.

The Exhibitor/Contractor expressly consents and authorizes the Organizer, from now on to use your company's data provided in this contract and during its completion:

- a)** maintain a register and database of data and information and to transmit them, either physically or electronically, with the purpose of executing the terms of this contract, as well as
- b)** keep a register and database and information and to transmit information, data and publicity about national or international events of the respective sector in compliance with data protection regulations currently in force in Brazil,
- c)** comply with the stipulations of national legislation.

The Exhibitor/Contractor declares to be aware and to provide his/her express consent to the treatment of personal data, as provided in Annex I - TERMS OF CONSENT OF USE AND TREATMENT OF DATA AND PROVISIONS ATTACHED TO THE GENERAL LAW OF PERSONAL DATA PROTECTION (LGPD, LAW 13.709/2018) - of the present contract, in the form of art. 33, VII, of the LGPD.

33. This agreement, which is hereby signed by 2 (two) witnesses represents an execution document, pursuant to articles 784, III of Law No. 13.105/2015

Special Conditions of Participation



ANUGA BRAZIL 2024
9-11. April 2024

1 Organizer, event, venue and dates, visitor admission

1.1 Title

The ANUGA SELECT BRAZIL fair is being organised by Koelnmesse Ltda - Av. Francisco Matarazzo, 1.752 cj 1.704 - 05001-200 São Paulo - SP/ BRAZIL.

The event will be held at Distrito Anhembi- São Paulo/Brazil - from 9-11 April, 2024.

1.2 Opening times

For exhibitors, daily from 08am to 7pm

For visitors, daily from 10am to 7pm.

1.3 Stand construction and dismantling

1.3.1 General provisions

Work may proceed in the halls and outdoor areas during the general construction and dismantling times from April 05th to April 08th insofar as no divergent provision has been specified.

1.3.2 Stand construction Stand construction may begin at 08am on April 05th, 2024.

Construction must be completed by no later than 5pm on April 05th. The aisles must be completely cleared by this time.

1.3.3 Stand dismantling

Dismantling of the trade fair stand and the goods presentation may not begin before the end of the event on April 11th at 7pm. Admission for dismantling personnel: from April 11th after 7pm. Trucks will be permitted to enter from 7pm on. All personal things and good presentation must be dismantling until April 11th at 10pm. After that only stand construction will be allowed to be dismantling until April 12th at 12pm.

2 Eligibility to participate

2.1 Exhibitors from all sectors of the Food and Beverage market.

Only producers that are entered in the Commercial Register or in the F&B Register are permitted to participate at ANUGA SELECT BRAZIL. Such producers must exhibit products that correspond to the focus of the event (see the Products List). You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company.

You can exhibit for the companies you represent as a sales representative, sales company, association or importer insofar as the goods exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits.

Koelnmesse may also require that proof of the nature of the manufacturer's business or of the activities as the manufacturers' sales company or importer be submitted in an appropriate form on demand.

Decisions on company acceptance, eligible products and the location of exhibitor stands will be made by Koelnmesse. In the event of a rejection, you will receive a separate letter.

All exhibited products and services must correspond to the focus of the event. See the accompanying Products List, Form 1.30. The products must be new ex works. Products and services that do not correspond to the Products List and used products may not be exhibited or offered.

The organizer will decide upon the acceptance of firms or products.

2.2 Co-exhibitors

The participation of co-exhibitors and / or additionally represented companies at ANUGA SELECT BRAZIL is possible. A special application (Form 1.20) and acceptance by the organizer are required for the use of the stand area by a co-exhibitor (see Item V of the General Section of the Conditions of Participation).

A co-exhibitor must meet the following conditions to use a stand area:

The form has to be completely filled in and the main exhibitor has to sign it with a legally binding signature and submit it to Koelnmesse by March 15th at the latest. Applications that are received by Koelnmesse after this date cannot be taken into account for exhibiting lists and matchmaking programs.

3 Participation Costs, Payment Terms and Cancellation Terms

3.1 Your participation will entail the following costs:

Mandatory Participation Charges

A. City Hall Charges of the city of São Paulo USD 220

B. Fire Brigade Charges of State São Paulo USD 42 (each 50 sqm) -Only mandatory if a shell scheme is contracted

C. Basic Energy Rate (KVA = sqm * 0,1) USD 240 - Minimum of USD 480 (2 KVAs)

D. Media Package (per stand) USD 250 -Includes a company listing in the Official Exhibitor/ Catalogue and on the Digital Showcase until April 30, 2024. E. General

Cleaning Fee (per sqm) USD 12

G. Group Participant Fee USD 450 - This fee is only required with the Pavilions (City Hall Fee + Media Package for each group participant)

3.4 Down payment for additional costs for services

A separate invoice for any addition services provided will be drawn up after the trade fair is over; the down payment will be credited towards this amount.

Invoice amounts are payable immediately upon receipt. If the down payment exceeds the amount actually charged for services provided, the excess amount will be paid back to the exhibitor. Exhibitors are not entitled to have interest paid on their down payment. (Ex. Marketing packages)

3.5 Co-exhibitor fee

Insofar as the inclusion of other companies is permitted at your stand (see Item V of the General Section of the Conditions of Participation/Item 2.2 of these conditions), a co-exhibitor fee of USD 450 per company will be charged. The price of an entry in the Marketing Package is not included in this fee. The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

3.6 Stand construction carried out by Koelnmesse — complete stands

If you have ordered the provision of a complete stand — stand area and stand construction — from Koelnmesse, you may cancel the stand construction order only if you do so no later than 2 weeks before the stand construction period officially begins. The date on which Koelnmesse receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse is entitled to charge a flat-rate fee for the costs incurred, without providing evidence. These costs amount 100% of the agreed fee in the event of a cancellation at a later time or during the construction of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics.

3.7 Stand construction carried out by Koelnmesse — individual stands and turnkey system stands

In a case where the stand construction has been ordered independently of the registration of a stand area, the provisions of the Koelnmesse Group's General Terms and Conditions for Services and the Koelnmesse Group's Special Terms and Conditions for Services — Stand Construction shall apply in the event of a cancellation of this order. You may download these Terms and Conditions of the Koelnmesse Group from the event website or from the service shop of the event .

4 Stand sizes and construction

4.1 Stand size

The minimum stand size is 9m².

Please note that hall pillars and other fixed construction elements may be present in the rented stand area.

Minor deviations from the requested stand size do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation. Trade fair partition walls for separating the stand area are not automatically provided. If they are needed as stand construction elements, however, they can be ordered for a fee using order form S.10.

This fee does not include stand construction.

4.2 Notice of approval

Stand construction may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/ arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to immediately submit any additionally required information related to the trade fair stand.

2 Special Conditions of Participation

There is no obligation on the part of Koelnmesse to ensure the observance of other provisions.

Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to issue the notice of approval. Please note that in exceptional cases — on your behalf and on your account — the stand construction documents must be submitted to the responsible authorities for scrutiny.

Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be immediately responded to. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

4.3 Form of stand

The following terms are used for the stand forms:

Terrace stand:	one side open
Corner stand:	two sides open
Two-corner stand:	three sides open
Island stand:	four sides open

4.4 Construction and design of the stands

The stands must be constructed in compliance with the stand form that has been approved.

The arrangement of the stands is left to the exhibitor but must be appropriate for the event in question.

The exhibitor has to obtain information about the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to the stand area.

5 Exhibitor and work passes

5.1 Exhibitor passes

Each exhibitor receives free passes that are valid for the period from the first day on which construction work begins to the final day of dismantling:

- 1 pass for a stand for each 3m². Ex. 9m² equals to 3 passes.
- Additional passes for each person can be bought within the exhibitor portal.

5.2 Work passes

You will also receive free passes that allow people commissioned by you or who work on your behalf to access the exhibition centre in order to construct or dismantle your stand. These passes are only valid up to the start and after the end of the event. They do not entitle the holders to enter the grounds during the event. All information about services people should be input within the exhibitor portal.

5.3 Transfer of passes forbidden

Transferring a pass to a third party — whether sold or given free of charge — is not permitted and represents a severe violation of the Conditions of Participation, as stipulated by Item VI of the General Section of the Conditions of Participation.

6 Rules on selling

In view of the trade nature of the event, direct sales of exhibits or samples from the trade fair stands are not permitted. Furthermore, exhibits may not carry a price tag.

This regulation does not apply to printed matter such as trade publications and specialist journals.

Koelnmesse has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse also has the right to immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

7.1 Costs for the obligatory marketing services (marketing package)

The obligatory marketing services listed under are provided to all participating companies, co-exhibitors and additionally represented companies and incur the following costs:

USD 250 – Media Package
USD 450 – Co-exhibitor

You will receive all of the ordering information and documentation relating to the marketing services offered from our official contract partners. Please note that a participation by your company is only fixed on acceptance by Koelnmesse. The offers and order confirmations are therefore subject to the condition precedent that the acceptance has been issued.

Advertisers are responsible for the content of their advertisements and entries and are liable for any damages related thereto. Koelnmesse is not liable for printing errors, incorrect placement, mistakes and other gaps or faults in the printing.

8 Commercial property rights

8.1 Koelnmesse does not want any exhibitors who in the process of producing, disseminating, selling, owning or advertising their products violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense.

If a final court decision has determined *res judicata* that an exhibitor in connection with one of Koelnmesse's events has violated laws of the kind mentioned in paragraph 1, Koelnmesse is entitled to bar that exhibitor from the next event of this kind after the *res judicata* court decision if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

9 Non-permissible advertising/violations of the Conditions of Participation

9.1 In order to ensure that the overall character of the event is safeguarded and the exhibitors and visitors are protected from irritating or illegal activities, the following advertising measures in particular are forbidden:

- Exceeding the binding specified overall height;
- Advertising activities outside the rented stand area without the prior written permission of Koelnmesse;
- Advertising of an ideological or political nature.

The exhibitor bears responsibility for the legality of competitions, raffles etc.

9.2 In the event of severe violations of the Conditions of Participation, Koelnmesse may immediately close your stand and clear it without resorting to legal assistance.

Claims of all kinds — especially claims for damages — are excluded in these cases.

10 "Infoscout" — Information service for visitors

The information about your company that you submitted to us on Forms 1.10 to 1.30 will be made available at the information stands in the halls for interested visitors during the event. Furthermore, with Koelnmesse's electronic information system Infoscout you can publish vacancies for sales representatives.

You can use Form Z.03 to specify this offer according to products, countries or regions. Exhibitors and visitors can use Infoscout free of charge.

11 Requirement regarding a written document

All declarations must be specified in writing.

12 Severability clause

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract as a whole shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions. Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

13 General Section of the Conditions of Participation, Technical Guidelines

The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.

1 Controller/Contact

The Controller as defined under the data protection laws is

Koelnmesse GmbH
Messeplatz 1
50679 Cologne, Germany

Our Data Protection Officer can be contacted as follows:
datenschutz-km@koelnmesse.de

For trade fairs outside Germany, our Data Protection Officer can be contacted as follows:
dataprivacy@koelnmesse.de

2 Your rights as data subject

If your personal data are processed, you are a data subject as defined in the GDPR and you have the following rights with respect to the Controller:

Right of objection

You have the right to file an objection at any time against processing of your personal data, carried out on the basis of Art. 6 (1) sentence 1 lit. e) or f) GDPR, for reasons resulting from your particular situation. This also applies to any Profiling based on these provisions.

The Controller will then no longer process your personal data, unless he/she can demonstrate compelling reasons for the processing warranting protection, and these prevail over your interests, rights and liberties, or if the processing is for the purpose of asserting, exercising or defence of legal entitlements.

If your personal data are processed in order to carry out direct advertising, you have a right to file an objection at any time against the processing of your personal data for the purpose of such advertising. This also applies to Profiling insofar as it is connected with such direct advertising.

If you object to processing for the purpose of direct advertising, your personal data will no longer be processed for these purposes.

In connection with the use of services of the information society and notwithstanding Directive 2002/58/EC, you have the possibility of exercising your right of objection via automated procedures that use technical specifications.

You can demand **information** on whether we process personal data concerning you. If such processing is carried out, you can demand further information on this processing, in particular the purposes, categories of personal data, recipients or the categories of recipients, planned storage duration etc.

You have a right to **correction** and/or completion of your data

You can demand the **restriction of the processing** of your personal data under certain circumstances: If the processing of your personal data has been restricted, these data — with the exception of their storage — can only be processed with your consent, or for the assertion, exercise or defence of legal entitlements, or to protect the rights of another natural or legal person, or for reasons of an important public interest on the part of the EU or a member state.

Under certain circumstances, you can demand the **erasure** of the personal data concerning you. If the Controller has made your personal data public and is obliged to erase them, he/she shall, with consideration for the available technology and implementation costs, take appropriate measures, including of a technical nature, to inform Controllers, responsible for the data processing and processing the personal data, that you, as data subject, have demanded that they delete all links to these personal data, or have demanded the deletion of copies or replications of these personal data.

If you have asserted the right of rectification, erasure or restriction of processing with respect to the Controller, the latter is obliged to inform all recipients, to whom your personal data have been disclosed, of this rectification or erasure of the data or of the restriction of processing, unless this proves to be impossible or involves disproportionate expense. You have a right with respect to the Controller to be **informed** of these recipients.

You have a right to **receive** your personal **data**, provided by you, in a structured, commonly-used and machine-readable format. You also have a right to insist that these data be transferred directly to another controller, insofar as this is technically possible. Liberties and rights of other persons must not be impaired as a result.

You have the right to **revoke** your data protection **declaration of consent** at any time. Revocation of the consent shall not affect the legality of the processing, carried out on the basis of the consent, up until the revocation. Within certain limits, you have the right not to be subjected to a decision, based exclusively on automated processing — including Profiling — that is legally effective against you or that significantly impairs you in a similar manner.

3 Right to complain to a supervisory body

Notwithstanding any other administrative-law or judicial remedy, you have a right to complain to a supervisory authority, in particular in the member state of your residence, your place of work or the place of the suspected violation, if you are of the opinion that the processing of your personal data violates the GDPR.

The supervisory body with which the complaint has been filed, will inform the complainant of the status and the results of the complaint, including the possibility of a judicial remedy pursuant to Art. 78 GDPR.

4 Information in the event of data collection via third parties

If we collect your personal data via third parties, this can involve the following categories of personal data: name, contact data as well as further information, for example concerning your responsibilities. If we do not receive these contact data directly from you, we receive them from the company for which you work and/or with which we are in contact. This can involve in particular an exhibitor or another cooperation partner with which we exchange services.

The possibility also exists of us receiving your contact data from commercial agents working for us.

5 Purposes and legal basis of the processing

a) If you conclude a contract with us, we process your data for contract initiation, execution and settlement. This concerns the purchase of tickets as well as the contractual relationship as exhibitor, if you are acting as a natural person, for example businessman, in this respect. This also includes the creation of user accounts on the platforms offered by us, unless a separate data protection notice on the handling of your data is provided there. The data processing can also be for the purpose of administering your participation in an event or competition.

The legal basis for the handling of your data is Art. 6 (1) sentence 1 lit. b) GDPR, if this handling concerns the contractual exchange of services with you.

b) We may possibly also process data on you even if you yourself are not a customer, but rather a contact person of a business or cooperation partner.

In this respect, the legal basis for the handling of your data is Art. 6 (1) sentence 1 lit. f) GDPR.

c) We process your data in order to provide you with the accreditation for this event. If you have given your consent during accreditation, your data will be

used to send you press information. To do so, your data will be stored in our database even after the event is over.

The legal basis for the handling of your data is Art. 6 (1) sentence 1 lit. b) GDPR, if this handling concerns the contractual exchange of services with you. Insofar as you have given your consent to the sending of press information, Art. 6 (1) sentence 1 lit. a) GDPR is the legal basis for the handling of your data. You can revoke such consent at any time with effect for the future.

d) We also process data for other purposes that are in our interests, specifically in order to:

- provide you with product information concerning relevant products and services.
- carry out measures aimed at improving and developing services and products, so as to be able to approach you individually with customised offers and products.
- carry out market and opinion research, or have this carried out by market and opinion research institutes. This enables us to obtain an overview of the transparency and quality of our products, services and communication, and to align or design these in the interests of our customers.

The legal basis for this handling of your data is Art. 6 (1) sentence 1 lit. f) GDPR, § 7 (3) UWG as well as Art. 6 (1) sentence 1 lit. a) GDPR, provided you have issued consent. You can revoke any such consent at any time with effect for the future.

e) As far as your data are collected exclusively for the purpose of traceability of new infections with the Coronavirus SARS-CoV-2, the legal basis for the handling of your data is § 2a CoronaSchVO NRW.

6 Justified interest

If we use data within the framework of the above weighing-up of interests, our justified interest lies in enabling direct advertising (see Recital 47 GDPR), provided your privacy-law interests do not outweigh our advertising interests in each individual case.

If we use data in the context of contract initiation or fulfilment with a business or cooperation partner, our interest when handling your data lies in enabling and maintaining a dialogue with the respective business or cooperation partner, typically within the framework of a contractual or other relationship. If you act as contact person in this respect — typically in your function as employee of these companies — you typically have no opposing interest if this interaction with us is part of your work duties.

7 Recipients of your data

If and insofar as you have issued us with corresponding consent, we shall forward your data within the limits of this consent.

We shall also forward your data to service providers who are bound by instructions and whose work supports the provision of our services for you, on our behalf and in accordance with our instructions. These can be IT service providers, print service providers, call centres if you call in, and similar service providers. In addition, we pass on your data to third parties if and insofar as this is necessary to fulfil the contract concluded with you and order processing is out of the question.

In individual cases we also forward your data to third parties who use the data on their own responsibility: finance and tax authorities, police and investigation authorities (given the existence of a legal basis), official registration bodies (if forwarding is prescribed by law), insurance companies, banks and lending institutions (payment processing), market partners, commercial agents, auditors, lawyers, accountants or similar third parties.

8 Transfer of data to a third country

The transfer of data to third countries is planned if this is necessary for fulfilment of a contract, or if you issue us with express consent to forward the data to third parties.

If we transfer your data to service providers or group companies outside the European Economic Area (EEA), the transfer will only be made if the third country has been certified by the EU Commission as having an adequate level of data protection (Art. 45 (1) GDPR), or given the existence of other adequate data protection guarantees as defined in Art. 47 GDPR.

9 Duration of the storage of your data

If we have received your data for the processing of the contractual relationship with you as ticket purchaser or as natural person, as exhibitor, or for the purpose of an advertising approach or for the processing of your participation in an event or competition, we shall store your data and shall erase these after the event or when the contractual relationship with you has ended, when all reciprocal claims have been fulfilled and if no other statutory retention obligations or statutory justifying reasons for the storage exist. If you have a user account, your user data will be stored until this user account is deleted.

If we have collected your data solely on the basis of the CoronaSchVO NRW, these data will be stored or deleted in accordance with the periods resulting from this regulation.

If you have given us your consent (e. g. to receive information on products and services or press releases), we will store your data until you revoke your consent.

Retention obligations exist in particular under the German Commercial Code (HGB) and the German Tax Code (AO). If such obligations apply and concern documents with your data, we shall erase your data upon expiry of the statutory retention obligations. As a rule therefore ten years from the end of the year in which the contractual relationship with you has ended.

If we use your data in the context of the contract initiation or fulfilment with a business or cooperation partner, we shall store your data and shall erase them as soon as these are no longer required, for example if our relationship with the business or cooperation partner ends, if you yourself no longer act as contact person or similar.

10 Necessity of providing your data

The provision of the data by you and the collection of the data by us for the processing of the contractual relationship with you as ticket purchaser or as natural person or as exhibitor, is necessary for conclusion of the contract. Without the data we cannot conclude a contract with you or provide invocable services. This also applies if you wish to create and use a user account or to be accredited as a media representative.

The same applies in cases in which you wish to be approached by us for advertising purposes, or wish to participate in events or competitions.

If we collect your data in the context of contract initiation or fulfilment with a business or cooperation partner, the provision of the data is typically necessary for the contractual relationship with the company for which you work; we would be typically unable to provide services without the data.

11 Automated decisions in individual cases or Profiling measures

No automated decision making or profiling takes place, neither for the creation and execution of the contractual relationship with you, nor for advertising approaches, nor for the processing of your participation in events or competitions.

If you have a user account on one of our platforms and are logged in there, we evaluate your interests on the basis of the actions you have taken in order to send you information on products and services tailored to your interests. An automated decision making process does not take place.

(last amended 15 September 2020)

ANNEXI - Term of consent for the use and processing of data and provisions related to the brazilian general personal data protection law (LGPD, LAW 13.709/2018)

Signature is mandatory due to Brazilian law.

1. Controller and Data Protection Officer

The Controller in the sense of the Brazilian general personal data protection legislation (LGPD) is Koelnmesse Organização de Feiras Ltda.

The Personal Data Protection Officer (DPO), in accordance with LGPD, can be contacted at: dpo@koelnmesse.com.br. Contact data can be found at: www.koelnmesse.com.br/dpo.

2. Consent to the use and processing of personal data by the Data Holder

In order to achieve the object of this contract, the Controller must perform the data processing of the Holder for the purposes set forth in item 5a, either at the time of signing this contract, or during its execution and after its finalization, in physical and electronic form. By means of this term, the Holder consents to the use and treatment of his/her personal data for the purposes set forth in item 6, observing the other stipulations of this term.

3. Rights as Holder of Personal Data

When personal data is processed, its Holder has the following rights in relation to the Controller, pursuant to article 18 of LGPD:

- I - confirmation of the existence of treatment;
- II - access to data;
- III - correction of incomplete, inaccurate or outdated data;
- IV - anonymization, blocking or elimination of unnecessary, excessive or treated data that does not comply with the provisions of the LGPD;
- V - portability of data to another service or product supplier, upon express request, in accordance with the regulations of the Brazilian national authority, observing commercial and industrial secrets;
- VI - elimination of personal data processed with the consent of the Holder, except in the cases provided for in article 16 of the LGPD;
- VII - information from public and private entities with which the controller has made shared use of data;
- VIII - information about the possibility of not providing consent and about the consequences of the negative;
- IX - revocation of consent, pursuant to § 5 of article 8 of the LGPD.

The Controller shall no longer process the Holder's personal data unless he/she can prove compelling legitimate reasons for maintaining such processing and that they override his/her interests, rights and freedoms, or when the processing of such data serves the purpose of claiming, exercising or defending its own rights (article 7, clauses II, VI, VII, IX and X of the LGPD).

If personal data are processed to carry out direct advertising, the Holder has the right to object at any time to the processing of his personal data for the purposes of such advertising; the same is valid for the classification of profiles while linked to such direct advertising. If the Holder objects to the processing of his/her personal data for the purposes of direct advertising, his personal data will no longer be processed for these purposes.

Should the Holder have claimed the right to correction, deletion or restriction of the treatment before the Controller, the latter is obliged to communicate such correction or deletion of the data or the restriction of the treatment to all the recipients with whom the personal data in question have been shared, unless it is proven to be impossible or subject to disproportionate expenses. The Holder has the right to be informed by the responsible person about these recipients.

The Holder has the right to receive his personal data, made available by him/her, in a structured, usual and readable written format, in physical or digital media. This process shall not cause damages to the freedoms and rights of third parties.

The Holder has the right to revoke his declaration of consent regarding the processing of data at any time. The revocation of his consent shall not affect the legality of the processing of personal data carried out on the basis of the consent until its revocation.

4. Right to complain to the Brazilian National Data Protection Authority

Without prejudice to any other administrative or judicial appeal, the Holder has the right to submit a complaint to the Brazilian National Data Protection Authority (ANPD), if he/she considers that the processing of his/her personal data violates the LGPD and after proving the submission of a complaint to the Controller, who did not resolve the matter within the period established in regulation (article 55-J, LGPD).

5. Information in case of data collection via third parties

If the Controller collects the Holder's personal data through third parties, the following categories of personal data can be handled: name, contact data as well as other professional information, for example, about his area of responsibility.

If these contact details have not been received directly from the Holder, they will be received from the company for which the Holder works and/or with which the Controller is in contact. This may be, in particular, an exhibitor or also another cooperation partner with whom the Controller conducts transactions. In addition, there is the possibility that the Controller receives contact data from the Holder also from commercial representatives working for the Controller.

In all these cases, the Controller only uses the personal data within the limits and for the purposes of processing that the Holder has consented to by allowing sharing between the third party and the Controller.

6. Purposes and legal basis for the processing of the Holder's personal data

The Controller performs the Holder's personal data processing for the preparation and negotiation, execution and billing of the contract signed between the parties. This applies to the acquisition of tickets, but also to the contractual relationship as an exhibitor, as long as the Holder is acting as an individual, for example, as an entrepreneur. The processing of personal data may also be carried out for the purpose of processing the Holder's participation in an event or contest. The legal basis for processing the data of the Holder is art. 7, paragraph V of LGPD, provided that such processing refers to the contractual relationship with the Holder.

The Controller shall also process the Holder's personal data obtained through sharing with commercial partner(s) or cooperation of the Controller, for which the Holder provides his express consent in the form of art. 7, item I of LGPD.

The Controller also processes data for other purposes, specifically for:

- to provide information on relevant services to the Holder and/or his company.
- carry out actions for the improvement and development of services and products to offer an individual approach with offers and customized products to the Holder and/or his company.
- carry out market and opinion surveys or allow market and opinion survey institutes to do so. In this way, the Controller obtains an overview of the transparency and quality of products, services and communication and can adjust or elaborate them according to the clients' interests.

The legal basis for this treatment of your data is article 7, item 1, of LGPD, for which the Holder grants, by this term, his express consent. The Holder may revoke such consent at any time, with future effect, by contacting the DPO, according to the contact data contained in item 1.

7. Legitimate interest

The Controller's legitimate interest lies in the holding of the event in accordance with the terms of the contract signed between the parties and in the feasibility of direct advertising/promotion, as per article 10, item I of LGPD, provided that the Holder's personal interests do not predominate over advertising interests in each particular case.

To the extent that the Controller uses data in the context of the preparation and negotiation or execution of a contract with a commercial or cooperation partner, the Controller's legitimate interest in processing the Holder's data resides in the feasibility and maintenance of the exchange with the respective commercial or cooperation partner, normally in the context of a contractual relationship or of a similar nature. Since the Holder performs his role as interlocutor and/or collaborator of these companies, the Holder does not present any conflicting interest, as this interaction with the Controller is part of his/her attributions.

8. Sharing and recipients of shared data

By this term, the Holder grants the Controller consent to transmit his/her data to service providers subject to instructions from the Controller, who, by their actions, collaborate in the provision of services to the Holder on behalf of the Controller and under its instructions. These third parties may be technological, printing, public relations, press relations, call centers in the case of your telephone number, or similar service providers.

In particular cases we also pass on the Holder's data to third parties who make use of the data under their own responsibility: financial and tax authorities, police and investigation authorities (based on the legislation in force), public registration offices (provided that the transfer is legally mandatory and/or authorized), insurance companies, banks and credit institutions (payment processing), market partners, commercial representatives, accounting inspectors, lawyers, auditors and other similar third parties related to the business relationship between the Holder and the Controller.

9. Consent to transfer data to a third country

Through this term, the Holder authorizes the transfer of data to third countries, specifically to the Controller's affiliated companies, with the purposes specified in item 5 (promotion and commercial disclosure activities within the scope of fairs and events in its sector of activity), ensuring, at least, the same rights established in relation to the data transmitted in the national territory.

10. Storage period of the Holder's data

To the extent that the Controller receives data for the processing of contractual relations with the Holder as a buyer of tickets or as an individual as an exhibitor or for the purpose of advertising or for the processing of his participation in an event or contest, the Controller stores his data and deletes them after the event or when the contractual relationship with the Holder is terminated, all mutual rights have been fulfilled and there are no other legal storage obligations or legal reasons justifying the storage.

When the Controller uses the Holder's data in the context of the preparation and negotiation or execution of a contract with a commercial or cooperation partner, the Controller stores the Holder's data and deletes them as soon as they are no longer necessary, for example, when the relationship with the commercial or cooperation partner comes to an end, when the Holder is no longer the interlocutor or in similar situations.

In case of legal obligations to store the data of the Holder, provided that such obligations are applicable and refer to documents with his data, the Controller excludes them upon expiry of the legal period of mandatory storage.

Data conservation may eventually occur in accordance with the terms of article 16 of the LGPD.

11. Necessity of the Holder's data availability

The availability of the data by the Holder and the collection of the data by the Controller for the processing of the contractual relationship with the Holder as a buyer of tickets or natural person as an exhibitor is necessary for the conclusion of the contract.

Without the data it would not be possible to the Controller concluding a contract with the Holder or provide invoiceable services.

The same applies in cases where the Holder wishes an advertising approach or to participate in events, digital platforms or contests promoted by the Controller.

If the Controller collects the Holder's data in the context of contract initiation or fulfilment with a business or cooperation partner, the provision of the data is typically necessary for the contractual relationship with the company for which the Holder works; the Controller would be typically unable to provide services without the data.