



## **Participation Agreement for the Exhibition at ORGATEC 2018 and Award Ceremony of the ActiveOffice® AWARD 2018**

between

Eurocres Consulting GmbH  
Europacenter, 17. Stock  
Tauentzienstraße 9-11  
10789 Berlin

hereinafter referred to as “Organizer”

and

hereinafter referred to as “Participant”

collectively referred to as “Parties”



## § 1 Subject-matter, purpose and content of the agreement

1. The subject-matter of the Agreement is the participation in the award ceremony of the ActiveOffice®AWARD 2018 and the associated exhibition at ORGATEC Fair 2018 in Cologne, Germany.
2. The purpose of the exhibition and award ceremony is to accelerate the introduction of new products and to inform office users and other target groups about products that promote movement and health.


## § 2 Services provided by and obligations of the organizer

1. In 2018, the Organizer announced the ActiveOffice®AWARD 2018 and invited manufacturers of products that are used in offices to participate.
2. The award ceremony will take place on October 25th 2018 from 5:00pm to 8:00pm at the ORGATEC, Koelnmesse, Messeplatz 1, 50679, Cologne, Germany.
3. The three best products chosen by the jury will be awarded an ActiveOffice®AWARD Certificate and a trophy.
4. The 15 best products chosen by the jury will be awarded an **ActiveOffice®Certificate**.
5. The Organizer will present a selection of the chosen products in an exhibition to be held from October 23<sup>th</sup> through October 27<sup>th</sup>, 2018 at ORGATEC, Koelnmesse, Messeplatz 1, 50679, Cologne, Germany.
6. The Organizer is entitled to organize and hold the exhibition in other cities in Germany.
7. The Organizer is free to design the presentation of the products in the Europa Center during the exhibition period and in all further exhibitions of the tour.

## § 3 Rights of the Participant

1. The Participant may participate in the exhibition and award ceremony of the ActiveOffice®AWARD 2018 from October 23<sup>th</sup> through October 27<sup>th</sup>, 2018 at ORGATEC, Koelnmesse, Messeplatz 1, 50679, Cologne, Germany.



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2. The Participant may be announced by name during the exhibition and award ceremony of the ActiveOffice® AWARD 2018.

#### § 4 Rights and provisions for the use of the ActiveOffice® AWARD – the award and the ActiveOffice® certificates

1. The right to advertise using the ActiveOffice® AWARD Certificate is given to the Participants with the three best products. The Participant may reproduce the certificate for this purpose and use it in a commercial manner, i.e. in sales areas or as part of product advertising.
2. The Participants with the 15 best products will be given the right to use the logo "ActiveOffice® AWARD 2018" commercially, as it was used by the Organizer as part of the competition, to display both the Participant's participation in the competition and the certification of the Participant's product in the competition.

The Participant shall make a textual reference to the logo's connection to the competition when reproducing the logo.

3. The right to advertise using the awarded ActiveOffice® Certification Certificate is given to the Participants with the 15 best products. The Participant may reproduce the certificate for this purpose and use it in a commercial manner, i.e. in sales areas or as part of product advertising.

The Participants will be given the right to use the button "AO Certificate" commercially, as it was used by the Organizer as part of the competition, to display the certification of the Participant's product that took place in the competition. The Participant shall make a textual reference to the button's connection to the competition when using the logo.

In addition, the participant may display the button "AO Certificate" on the Participant's product or its packaging or use it directly for product-specific advertising purposes.

4. The Organizer shall provide the Participant with high-resolution data of the certificate (§ 4 No. 1), the logo (§ 4 No. 2), the certification certificate and the button (§ 4 No. 3). The Participant shall not modify the contents or design of the certificate, logo, certification certificate or button.



5. The ActiveOffice® AWARD Award, as stipulated in § 4 No. 1, the ActiveOffice® AWARD Logo, as stipulated in § 4 No. 2, and the **ActiveOffice® Certificate or the AO Certificate Button**, as stipulated in § 4 No. 3, may only be used for the products that received an award in this competition. Promotion or advertising of other products with the aforementioned designations is prohibited and may result in claims for damages against the Participant.
6. The Organizer shall permit the Participant, so long as said Participant belongs to the group of manufacturers whose products were awarded, to use the designations referred to in § 4 Nos. 2 and 3 for a period of three (3) years. The duration of use may be reapplied for upon request by the Participant during the term of this Agreement.

The use of the certificate referred to in § 4 No. 1 may be unlimited.

7. The certificate stipulated in § 4 para. 3 can be reissued for different periods only if the product remains unchanged in its construction. If the product is altered, the Participant shall submit the product for a re-certification with the Organizer to determine whether the new product fulfils the prerequisites for the **ActiveOffice® Certificate "AO Certificate"**.
8. If the duration of use is extended or certification renewed, various usage fees are incurred and depend on the regularity of the future duration of use. These are subject to a separate agreement.
9. An infringement of the above obligations includes, in particular:
  - a missing textual reference to the product-related participation in the competition and to the product-related certification in connection with the use of the logo pursuant to § 4 No. 2;
  - use of the button "AO Certificate" (§ 4 No. 3) with a product other than the product that received an award in the competition;
  - a change in the design or content of the data provided contrary to § 4 No. 4;
  - a violation of § 4 No. 5; and
  - a use of the documents listed in § 4 beyond the periods specified in § 4.

Any infringement entitles the Organizer to file claims for injunctive relief and damages.





## § 5 Services provided and obligations of the Participant


1. The Participant may participate in the exhibition and award ceremony of the ActiveOffice®AWARD 2018 from October 23<sup>th</sup> through October 27<sup>th</sup>, 2018 at ORGATEC, Koelnmesse, Messeplatz 1, 50679, Cologne, Germany and shall pay the Organizer 3.300 EUR (plus 19% VAT). The amount is payable after the participant received the information that its product is nominated for the ActiveOffice®AWARD. The participant will receive a notice in writing regarding the nomination (§8 No. 4)

This amount must be transferred to the following account of the Organizer by October 12<sup>th</sup>, 2018 (date of receipt):

Account holder: Eurocres Consulting GmbH  
IBAN: DE 12 1007 0024 0398 6445 00  
BIC: DEUTDE33HAN

2. The organizer is entitled to withdraw from this contract without further reminder or notice, if the amount has not been received on time.
3. The Participant agrees to the use of the exhibits during the award ceremony and the exhibition in the period from October 23<sup>th</sup> through October 27<sup>th</sup>, 2018 at ORGATEC, Koelnmesse, Messeplatz 1, 50679, Cologne, Germany.
4. Participation in the competition requires participation in the exhibition. The Organizer will provide timely information to the Participants whose products are selected for the exhibition (§ 2 No. 2).
5. The Participant grants the Organizer, free of charge and in perpetuity and without any territorial restriction, the non-exclusive right, which may also be transferred by the Organizer to representatives of the press and to broadcasting services, to use the provided contributions (e.g. photos, plans, sketches, models, reports, articles, CAD/3D data, image, sound, recording and data carriers of all kinds, in particular video cassettes, records, music cassettes, CDs, picture discs, DVDs, CD-ROMs, CDIs and floppy disks, printed and publishing products of all kinds, in particular books, booklets, folders, magazines, newspapers, calendars, posters, banners, transparencies, slides, etc.) without the Organizer being obligated to name the authors of the contributions. This applies in particular to the following types of use: the right to use in/with other media, e.g. in advertising films, videos or brochures, and online, including on social media (e.g., Instagram, Facebook, Twitter, Snapchat, Blogs, etc.); the right to reproduce and distribute, i.e. the right to reproduce and distribute the graphic materials at will; the right to archive, i.e. the right to collect the graphic materials and, where appropriate, to issue them as collections; the right to edit or alter the graphic materials. The same applies to the contributions that are made in connection with the issuance and awarding of the





ActiveOffice®AWARD Health 2016, whether by the Organizer, its organs, representatives or vicarious agents (e.g. agencies). The Organizer may also present the awarded products on an Internet portal concerning the subject of "Active Office," or "Health-promoting Offices," or present similar content along with the manufacturer's name.

6. The Participant shall provide the Organizer with high-resolution data. If no high-resolution data is provided, publication or participation in advertising measures is not possible.
7. The Participant expressly warrants that the products submitted by the Participant as well as any related documents (e.g. photos, plans, sketches, models, CAD/3D data, reports, essays, image, sound, recording and data carriers of all kinds, in particular video cassettes, records, music cassettes, CDs, video discs, DVDs, CD-ROMs, CDIs and floppy disks, printed and publishing products of all kinds, in particular books, notebooks, folders, magazines, newspapers, calendars, posters, sheets, transparencies, foils, etc.) are free of any third-party rights.
8. Each Participant shall promptly inform the Organizer of any legal actions (competition, patent, trademark, copyright or other disputes concerning the registered product) relating to the product to be judged. The same applies to corresponding out-of-court disputes and warnings.
9. If third parties file suit against the Organizer on the grounds that their third-party rights are/were violated by the Participant, the Participant shall indemnify the Organizer against all such claims. In this case, the Participant also assumes the costs of the necessary legal defence of the Organizer, including all court and legal fees.
10. The Participant is liable for damages, in particular claims from third parties arising from the breach of these conditions, and shall indemnify the Organizer to the same extent.

## § 6 Costs, liability

1. The Participant is responsible for the risks and the costs concerning the transportation of the products. It is recommended that the Participant take out transport insurance for the Participant's products. The Organizer also recommends that the Participant purchase exhibition insurance as protection against possible damage, theft or destruction during the exhibition and award ceremony.
2. The Organizer is not liable for the assembly of disassembled objects that are transported to the exhibition. The same applies to the then necessary disassembly for the return transport.



3. Any claims for damages against the Organizer, its organs, representatives or vicarious agents are excluded. This does not apply in cases of intent and gross negligence or to death, injury, or impaired health or to the culpable violation of essential contractual obligations.
4. If products are used, put into operation, or if their use is demonstrated, they must comply with legal and professional regulations, in particular accident prevention regulations, and are to be furnished with prescribed safety guards. The Participant is liable for damages resulting from the objects exhibited.
5. Furthermore, there can be no claims for damages for products submitted to the jury and presented during the exhibition. These are subject to the usual wear and signs of usage due to touching or use by the jurors and the visitors.
6. The Organizer is not liable for damages caused by force majeure or other exceptional circumstances. The Organizer is also not liable if the event has to be cancelled due to force majeure, exceptional circumstances or other circumstances beyond the control of the Organizer, its organs, representatives or vicarious agents.
7. The details regarding the delivery and collection of exhibits are set out in the rider (Attachment 1) to this Agreement. The rider is an integral part of this Agreement.

## § 7 Miscellaneous

1. No ancillary agreements exist. Changes and amendments to this Agreement must be made in writing. This also applies to any amendment or waiver of the requirement for the written form.
2. Should any provision of this Agreement be or become invalid, the validity of the remaining provisions shall remain hereby unaffected. In such a case, the Parties shall come to terms regarding new provisions through which a result that comes as close as possible to the ineffective provision is achieved in a legally effective manner.
3. This Agreement is subject to the law of the Federal Republic of Germany. The exclusive place of jurisdiction is Berlin.
4. The entire correspondence concerning the contractual relationship, which is decisive for the receipt of declarations of intent vis-a-vis the other party to this contract, shall be made exclusively by the following authorities of the Parties:





Contact Organizer

Geschäftsstelle ActiveOffice® AWARD  
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+49 30/88669050

Contact Participant

.....  
Eurocres Consulting GmbH  
(Organizer)

Berlin, .2018

.....  
(Representative)

, .2018

