

Rules for exhibitors B

for the World of Toys by Spielwarenmesse eG Pavilion
at Hong Kong Toys & Games Fair 2022

 **Hong Kong Toys & Games Fair**
香港玩具展



**WORLD
OF TOYS**
by Spielwarenmesse eG

The application form itself does not constitute a general offer by Spielwarenmesse eG, but an invitation to the exhibitor to submit an offer to conclude a contract with Spielwarenmesse eG. The contract to exhibit takes effect when the exhibitor is notified of acceptance of his application by Spielwarenmesse eG.

1. Application and admission

1.1. The application must be submitted to Spielwarenmesse eG as the exhibitor's contractual partner using the application form, which must be signed by an authorised person. The application is binding on the exhibitor. Special conditions or restrictions (e. g. exclusion of competitors) are not admissible in the application. If these are entered in the application form, they will only be legally effective if approved in writing by Spielwarenmesse eG. Submission of the filled and signed application constitutes the exhibitor's and their representatives' and employees' acceptance of the following rules for exhibitors as binding:

- Rules for Exhibitors A for the World of Toys by Spielwarenmesse eG Pavilion at Hong Kong Toys & Games Fair 2022 with the application form
- Rules for Exhibitors B for the World of Toys by Spielwarenmesse eG Pavilion at Hong Kong Toys & Games Fair 2022
- Terms for participation of the organizer stated in Rules for Exhibitors A
- Any regulations issued by the operator of the fair venue
- The supplementary provisions on the order forms

All stated contract texts are available for inspection in the offices of Spielwarenmesse eG, Herderstraße 7, 90427 Nuremberg, Germany. Any contradictory or supplementary terms of business of the exhibitor are excluded, even if this is not expressly stated. Compulsory regulations of the country in which the fair takes place that deviate from the above-mentioned rules for exhibitors or cause additional restrictions take priority at all times. Spielwarenmesse eG is not liable for damage or other disadvantages that result for the exhibitor. The exhibitor is obliged to comply with all applicable regulations at the exhibition site concerning the selection, construction and operation of his stand, especially all local, building and factory inspectorate regulations.

1.2. If an exhibitor cancels their registration with the trade fair organiser's consent following payment of the registration fee but before approval, the registration fee paid shall be forfeited; there is no entitlement to a refund. Moreover, the exhibitor must pay a processing fee on top (reimbursement of expenses) amounting to 20 % of the expected participation fee. The expected participation fee is calculated

based on the information on the required stand provided by the exhibitor during registration. The processing fee is due immediately once the trade fair organiser issues the relevant invoice.

1.3. The exhibiting contract takes effect on notification of admission, which can be made by letter, fax or other electronic transfer and is also valid without a signature. The decision as to whether an exhibitor, co-exhibitor and products should be admitted or not rests with Spielwarenmesse eG. A legal claim to admission does not exist.

1.4. All exhibitors must be legally registered companies in their country of origin. Spielwarenmesse eG may request exhibitors to provide a copy of their business registration certificate, the entry in the commercial register or other company registration documents at any time.

1.5. The stand space is allocated to the exhibitor for the duration of the fair exclusively for sales promotion purposes. The exhibitor is obliged to use the allocated stand space appropriately during the assembly of stands and during the exhibition. The exhibitor is obliged to exhibit during the fair. Spielwarenmesse eG reserves the right to clear all or part of the stand space allocated to the exhibitor at the exhibitor's expense without notice if the space is not used in accordance with the rules for exhibitors. In this case, the exhibitor shall have no claim to a refund in respect of the exhibiting fee or any other fees.

1.6. The articles admitted for exhibition and sale are in accordance to the product groups of the application form. Spielwarenmesse eG expressly reserves the right to change the admitted products, rename or admit new or other product categories or segments.


1.7. The application and the obligation to pay the exhibiting fee and any other fees remain legally binding after admission, even if, for example, the exhibitor's import requirements are not or not completely approved by the responsible bodies, the exhibits do not arrive in time (e.g. due to loss, transport or customs clearance delays) or do not arrive at the fair at all, or entry visas for the exhibitor or his representatives are not available in time.

2. Fees

2.1. A registration fee of the amount stated in the application form is due for payment with the application. An invoice for this amount will be sent automatically on receipt of the application. If the registration fee is not paid, Spielwarenmesse eG may decline to process the application. The registration fee will be deducted from the stand rent invoice if the exhibitor is admitted. The registration fee will be refunded if the applicant is not admitted to the fair. If after admission and invoicing the invoice is not paid by the due date or the application is withdrawn by the exhibitor before or after admission, the registration fee is forfeited with no entitlement to a refund.

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2.2. The exhibiting fee per sqm for display space with stand construction and equipment according to the stand equipment list mentioned in Rules for Exhibitors A for the World of Toys by Spielwarenmesse eG Pavilion at Hong Kong Toys & Games Fair 2022 (5.1.1.) is based on the information given on the application form. Parts of a sqm are charged as full sqm.

2.3. No supplements are charged for: corner stands, head stands and block stands.

2.4. Spielwarenmesse eG reserves the right to demand an additional, non-interest-bearing deposit to cover the cost of repairing actual or possible damage.

2.5. All payments should be made in full to the account stated on the invoices by the due date. Any bank charges must be paid by the exhibitor.

Passes are issued only after payment of the full exhibiting fee and all other fees.

2.6. Spielwarenmesse eG also is entitled to charge to the exhibitor taxes and duties levied in the country in which the fair is held when they were not known or not levied at the time of application.

3. Termination or non-appearance

3.1. Statutory notice of termination or cancellation of the contract to exhibit is excluded, unless expressly allowed by this contract. The right of both parties to extraordinary notice to terminate for important cause remains unaffected.

3.2. If an exhibitor withdraws from the contract unilaterally and without justification, Spielwarenmesse eG is entitled but not obliged to otherwise dispose of the stand or stand space. In this case, the exhibitor remains obliged to pay the full contractually agreed exhibiting fee and the cost of all other additional services ordered, but Spielwarenmesse eG must credit any expenditure saved and any revenue obtained by letting the rented stand or stand space elsewhere.

3.3. If a stand remains unoccupied at the start of the fair, the exhibitor shall pay global compensation for the damages incurred by Spielwarenmesse eG due to the necessary redesign of the stand or stand space. This compensation shall amount to 10 per cent of the contractually agreed exhibiting fee and be payable in addition to the contractually agreed payment obligations. The exhibitor's right to prove that such damages did not occur or were of a considerably lower amount than the agreed fixed rate remains unaffected.

3.4. If the assets of the exhibitor are the subject of judicial insolvency or bankruptcy proceedings, the exhibitor is obliged to notify Spielwarenmesse eG of this without delay. Spielwarenmesse eG is entitled to terminate the contract for important cause without notice.

4. Stand allocation

4.1. The allocation of stands is undertaken by Spielwarenmesse eG based on the theme of the fair and will be notified in writing, as a rule together with the invoice. The exhibitor has no claim to the allocation of a particular stand space, even if he exhibited in the same stand space at the previous fair. Spielwarenmesse eG will, however, consider special wishes concerning the stand as far as possible. The minimum stand size is 9 sqm. Smaller stand spaces are only rented in exceptional cases. Stands are handed over to the exhibitor or his authorised representative before the start of the fair by arrangement with Spielwarenmesse eG.

4.2. The contract to exhibit becomes valid when the "admission/invoice" is sent to the exhibitor. Any objections should be raised in writing by registered letter within 14 days after receipt of the above, but will not influence the effectiveness of the contract to exhibit. The organizer will do its best to take corrective measures, but is not legally obliged to do so. Spielwarenmesse eG is entitled for technical or organizational reasons to deviate from the confirmed admission and assign an exhibitor another stand space in another position at the fair or modify the size and dimensions of a stand. The exhibitor must expect discrepancies of up to 5 cm in the dimensions of his stand due to variations in the thickness of the stand partition walls. Claims cannot be asserted against Spielwarenmesse eG for such discrepancies in size.

4.3. Partition walls, projecting walls, pillars, downpipes and fire extinguisher cabinets are part of the allocated stand space. These conditions are acknowledged when the stand is accepted. Justified complaints must be made to Spielwarenmesse eG in writing without delay after occupying the stand so that any faults can be remedied. Late complaints cannot be considered and exclude any claims against Spielwarenmesse eG.

4.4. Spielwarenmesse eG is excluded from liability for claims for any kind of damages arising out of violations of the contract in connection with stand allocation, provided Spielwarenmesse eG has not acted with intent.

4.5. The exhibitor is not entitled to exchange the stand space allocated to him or to transfer space or parts thereof to third parties or to permit third parties to share the stand without the prior written approval of Spielwarenmesse eG. Transfer to third parties

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or the allowance of shared use must be applied for in writing to Spielwarenmesse eG on the official application form together with a declaration of agreement by the exhibitor and is subject to an extra charge. Spielwarenmesse eG will only agree to the transfer of parts of the stand space for shared use if the exhibitor himself occupies and uses at least two thirds of the total space. If an exhibitor lets a third party all or part of the exhibition space or permits the shared use of his exhibition space without the written confirmation of Spielwarenmesse eG, the latter shall be entitled to cancel the contract to exhibit immediately for important cause without notice and close the stand. The exhibitor or third party shall have no entitlement to claim compensation from Spielwarenmesse eG for this reason.

4.6. The exhibitor shall ensure that his co-exhibitors comply with the Rules for Exhibitors B for the World of Toys by Spielwarenmesse eG Pavilion at Hong Kong Toys & Games Fair 2022 in accordance with item 1.1. and any instructions issued by Spielwarenmesse eG. The exhibitor is liable for default by his co-exhibitors in the same way as for his own default. If co-exhibitors utilise services provided directly by Spielwarenmesse eG, then Spielwarenmesse eG shall be entitled to also invoice these services to the exhibitor himself, who shall be jointly and severally liable.

4.7. The following applies if Spielwarenmesse eG is not responsible for stand construction: exhibitors or their stand designers are obliged to obtain information about layout and exact dimensions on site before starting planning work. If necessary, layout diagrams of stand spaces and the immediate surroundings with dimensions can be requested from Spielwarenmesse eG, but no responsibility can be accepted for the accuracy of this information.

5. Design, layout and manning of stands

5.1. The equipment and individual design of stands in excess of the services provided by Spielwarenmesse eG as stated in Rules for Exhibitors A for the World of Toys by Spielwarenmesse eG Pavilion at Hong Kong Toys & Games Fair 2022 and any necessary assembly are the responsibility of the exhibitor concerned. The type of design is, however, governed by the building regulations, the organizer's regulations and any instructions issued by Spielwarenmesse eG. Spielwarenmesse eG is entitled to specify changes in stand design in this connection. The design of stands and presentation of exhibits must ensure an open approach to customers. At least 70 per cent of the sides of the stand facing gangways must be open. Stands that impair the overall impression of the fair or hall will not be accepted by Spielwarenmesse eG. The same applies to inadmissible advertising. The exhibitor is responsible for laying a uniform covering on the floor of the stand. Adjacent stands must be joined as closely as possible and without loss of space. The allocated stand space must not be exceeded. If the exhibitor or his appointed stand construction company fails to comply with the stand construction regulations or other legal provisions, the exhibitor

shall be liable for all damage resulting from the violation of these provisions. The extent of damage will be determined by an assessor appointed by Spielwarenmesse eG. The assessor's findings shall be binding on both parties. Hanging objects from the hall ceiling must be declared by the exhibitor and authorised by Spielwarenmesse eG.

5.2. Spielwarenmesse eG reserves the right to alter or remove without notice and at the exhibitor's expense any stand which differs from the approved specification or does not conform to the standard required by Spielwarenmesse eG or the applicable site rules and regulations. The exhibitor shall have no claim against Spielwarenmesse eG for a refund of the extra cost of modifying his stand to conform to the safety or design specifications of Spielwarenmesse eG or for any other loss or damages caused.

5.3. All stands must be properly equipped, display the registered goods and be manned by competent personnel throughout the stipulated opening times of the fair. The management staff of the exhibiting companies are expected to be present in person on the stands.

5.4. The sale of articles is permitted to resellers only. The retail sale of articles to private persons is prohibited. The fair management is entitled to close the stand in the event of contravention.

6. Assembly and dismantling / stand construction / exhibits

6.1. The assembly and dismantling times are shown in the circular letters of Spielwarenmesse eG.

6.2. The applicable technical guidelines for stand construction will be sent to the exhibitor on request.

6.3. Transportation of exhibits to and from the stand, storage of empty containers, use of lifting and conveyor systems, use of personnel for packing, unpacking, setting up and removing the exhibits, repacking and other related activities are exclusively the concern of the exhibitor. Spielwarenmesse eG bears no liability whatsoever for such activities.

6.4. Spielwarenmesse eG as landlord refers to its right of lien regarding the exhibits. Exhibits may not be removed from the exhibition site until the exhibitor has discharged all obligations arising out of this contract. Objection to the prior removal of exhibits is lodged now.

6.5. The exhibition area must be restored to its original condition after dismantling. The exhibitor shall compensate Spielwarenmesse eG for any damage caused by incorrect handling. Adhesive tapes used for floor coverings must be removed after dismantling the stand. The cost of any damage to the hall floor will be charged to the exhibitor. Any stands not dismantled or exhibits left on the stands after the final date for dismantling will be removed and stored at the cost and risk of the exhibitor.

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7. Electricity and water supply / lighting / heating and cleaning

7.1. Spielwarenmesse eG is responsible for general heating and lighting of the halls and provides the services stated in Rules for Exhibitors A for the World of Toys by Spielwarenmesse eG Pavilion at Hong Kong Toys & Games Fair 2022 for hall spaces with stand construction.

7.2. The following applies to hall spaces without stand construction: if electricity and water supplies are required on the stand, these should be requested using the relevant order form. Installation and consumption will be charged to the exhibitor. All installations as far as the stand supply may only be made by the firms authorised by the organiser. The permanent connections for electricity and telephone – the exhibitor should ask the fair management for details about positions before ordering – are also at the disposal of the neighbouring stand if necessary. If cables must be covered to avoid the risk of tripping, the costs are to be paid by the exhibitor placing the order. Claims for compensation cannot be derived from this. The connection to the water supply may require the approval of the neighbouring stand concerned. The stand holder is liable for all damage caused by uncontrolled consumption of energy. Spielwarenmesse eG accepts no liability for interruptions or fluctuations of the supply systems or special connections. Careful attention should be paid to local fire, trade inspectorate and other safety regulations.

8. Security services

The general security services for the halls and outdoor area will be arranged by the organizer or in the case of the World of Toys by Spielwarenmesse eG Pavilion at Hong Kong Toys & Games Fair 2022 by Spielwarenmesse eG. The exhibitor himself is responsible for guarding his stand and exhibits during opening times and assembly and dismantling times. The general security service provided by Spielwarenmesse eG does not extend the limited liability of Spielwarenmesse eG as described in item 9 below.

9. Liability

9.1. Spielwarenmesse eG shall be liable for bodily injury (damages as a result of harm to life, body or health) arising out of a breach of obligations for which Spielwarenmesse eG, its legal representatives, employees or agents are responsible and for damage arising out of a breach of obligations due to intention or gross negligence on the part of Spielwarenmesse eG, its legal representatives, employees or agents. Spielwarenmesse eG shall also be liable for other

damage arising out of a negligent breach of cardinal obligations by Spielwarenmesse eG, its legal representatives, employees or agents. The liability of Spielwarenmesse eG in these cases shall be restricted to cases of typical damage and not consequential damage, and then only to an amount of 5 times the exhibiting fee, subject to a maximum amount of 10,000 € per incident of damage; this limitation of liability applies only to companies, legal entities in public law and special public assets. Spielwarenmesse eG shall not be liable under any circumstances for damage and losses concerning the goods or stand equipment brought to the fair by exhibitors/co-exhibitors who are businessmen or legal entities in public law or special public assets. It is irrelevant in such cases whether the damage and losses occur before, during or after the fair. The same applies to vehicles parked on the exhibition site by exhibitors, co-exhibitors, employees or appointed representatives.

9.2. The exhibitor/co-exhibitor shall be liable for any injury or damage caused culpably to persons or property by the exhibitor/co-exhibitor, his employees or representatives or by his exhibition goods and stand fittings. The exhibitor is responsible for arranging insurance for his exhibition presentation, exhibits and stands to cover loss or damage due to theft, fire, public (including owner's liability) and all natural causes, but not limited to this, and shall show the insurance certificate at the request of Spielwarenmesse eG. Every exhibitor is obliged to conclude an insurance policy either with the insurance partner of Spielwarenmesse eG or with another approved insurance company in the European Union and to pay the premium (including insurance tax) by the due date.

9.3. All incidents of damage are to be reported to Spielwarenmesse eG without delay.

10. Right of admission / exhibitor passes

10.1. Each exhibitor receives a number of exhibitor passes for his stand and service personnel according to the size of his stand. Exhibitor passes are intended for stand and service personnel only. They are not transferable and must not be passed to third parties. Every person employed at the fair must have a pass issued in his name and must wear this pass in a prominent position. Passes are issued only after settlement of the full stand rent and all incidental costs.

10.2. Only domestic and foreign trade visitors are admitted to the fair, especially buyers of products from the product groups represented at the fair. The right of admission shall be determined by the organiser. Persons under 16 years of age will only be admitted for exhibitors' product demonstrations and must be registered with Spielwarenmesse eG.

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11. Limitation period

Provided Spielwarenmesse eG has not committed any act of intent, all exhibitors' claims against Spielwarenmesse eG expire by limitation six months after the closing date of the fair. Provided Spielwarenmesse eG has not committed any act of intent, all exhibitors' claims against Spielwarenmesse eG are to be asserted in writing within a time limit of three months after the start of the period of statutory limitation.

12. Legal authority

The organizer will exercise legal authority throughout the exhibition site and Spielwarenmesse eG for the World of Toys by Spielwarenmesse eG Pavilion at Hong Kong Toys & Games Fair 2022 during the assembly, opening and dismantling times.

13. Force majeure

In the event of compelling reasons beyond its control or incidents of force majeure, Spielwarenmesse eG is entitled to postpone, shorten, lengthen or cancel the fair, or to evacuate and to keep evacuated one or more sections of the fair or the entire exhibition area temporarily or for a longer period of time. Exhibitors shall have no claims to damages or withdrawal from the contract in such exceptional cases. If for reasons beyond the control of Spielwarenmesse eG the fair does not take place, the fair management shall be entitled to demand up to 25 per cent of the exhibiting fee from the exhibitor as general compensation. Larger amounts can only be claimed in individual cases if an exhibitor has ordered additional work at extra cost that is already completed. The exhibiting fee and any other fees paid by the exhibitor and invoiced by Spielwarenmesse eG will not be refunded if the fair has to be discontinued after opening.

14. Entry in the fair catalogue

To ensure the completeness of the official fair catalogue in the interests of all exhibitors and trade visitors, every exhibitor and co-exhibitor must have an entry in the official fair catalogue. Spielwarenmesse eG uses the address details given in the application form for publication in the fair catalogue. These details may also be published on the website of the organiser and Spielwarenmesse eG.

15. Product and brand piracy

The exhibition of goods or services at the event is prohibited if their manufacture, sale, distribution, possession or advertising violates the laws on the protection of intellectual property or industrial property rights.

If an exhibitor submits to Spielwarenmesse eG or the organizer an enforceable legal ruling prohibiting another exhibitor contracted by Spielwarenmesse eG from manufacturing, selling, distributing, possessing or advertising all or some of the goods or services exhibited, both the organizer and Spielwarenmesse eG are entitled to cancel the contract to exhibit in force with this exhibitor for good cause and without notice and to immediately close the stand by self-redress. The exhibitor affected by these measures will be excluded from participation in subsequent fairs.

Spielwarenmesse eG will cancel the above-mentioned sanctions if it is proved by the exhibitor concerned that the enforceable legal ruling which led to the imposition of sanctions has been cancelled or amended either itself or only in terms of its enforceability such that the conditions for cancellation of the contract, stand closure and exclusion from further fairs no longer exist.

If Spielwarenmesse eG adopts measures or rules for the protection of intellectual property or industrial property rights during the fair and an exhibitor who is accused of violating the relevant rights of another exhibitor by exhibiting or offering exhibits at the fair fails to comply with these measures or rules, Spielwarenmesse eG shall be entitled to exclude this exhibitor from participation at subsequent fairs. Claims for damages by the exhibitors concerned against the organiser due to execution of the measures described above in accordance with the contract are excluded, except in case of intent or gross negligence.

16. Advertising

16.1. Advertising of any kind is only permitted within the stand rented by the exhibitor. Advertising measures outside the rented stand space (e.g. outdoor advertising, walking acts, etc.) are subject to approval, which must be applied for using only the official forms of the organizer or Spielwarenmesse eG.

Spielwarenmesse eG reserves the right to restrict or cancel all approvals, if this appears to be necessary in the interest of maintaining an orderly fair. Advertising activities that violate the law, are morally offensive or of an ideological or political nature are prohibited inside the exhibition site.

16.2. Stand lettering and/or exhibit lettering, company logos and trademarks must not exceed the specified height. A separation of 2.00 m must be maintained between advertising carriers and the edge of the stand for carriers facing directly adjacent stands. All demonstrations and presentations and all forms of visual, moving or acoustic advertising must not disturb other participants at the fair, cause visitors to gather round and block the gangways, or drown out the fair's own public address systems in the halls.

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16.3. The volume at the edge of the stand must not exceed 70 dB(A)

16.4. Spielwarenmesse eG is entitled to restrict or prohibit demonstrations that cause noise, visual disturbances, dirt, dust, vibrations or other emissions or which for other reasons lead to a substantial adverse effect on the fair or its participants. Musical performances are subject to a charge.

Flashing, rotating or rapidly moving advertising aids and ticker displays are not permitted at the edge of the stand.

The distribution of printed matter and the use of advertising aids are only permitted on exhibitors' own stands. Spielwarenmesse eG reserves the right to impose further restrictions in special cases. In the event of prohibited distribution outside the stand space, Spielwarenmesse eG will charge the responsible company for the cost of removal and disposal.

16.5. Spielwarenmesse eG is entitled to enter the stand to check for compliance with the above regulations. It is also entitled to remove, cover over or otherwise prevent advertising that violates the above regulations at the cost and risk of the exhibitor/co-exhibitor.

17. Creation and use of visual material, photos, drawings, etc.

It is not permitted to photograph, film or otherwise record any fair activity, stands or individual exhibits, except by the press and exhibitors or their authorized agents within their own stands. Spielwarenmesse eG is entitled to confiscate the recorded material in the event of violation.

Spielwarenmesse eG is entitled to arrange the creation of visual material of any kind, especially photos, drawings and films of fair activity, including the exhibitor's stand and exhibits, and to use such material for press publications and promotion purposes for Spielwarenmesse eG and its subsidiaries. The exhibitor hereby agrees to the aforementioned and in the event that third-party rights exist to the stand or parts of it will ensure that the third parties concerned grant their consent for the purposes of the provisions. The use of such illustrations that show products exhibited on the exhibitor's stand require the approval of the exhibitor. Only press photographers, other professional photographers and artists authorized by the fair management are permitted to undertake commercial photography and drawing work at the fair.

18. Special agreements

All agreements, individual approvals and special arrangements deviating from these Rules for Exhibitors must be confirmed in writing by Spielwarenmesse eG.

19. Place of fulfilment, jurisdiction and applicable law

If the exhibitor is a businessman, a legal entity in public law or special public asset or has no general place of jurisdiction of his own in the Federal Republic of Germany, Nuremberg is agreed as the place of jurisdiction and fulfilment for payment obligations. The reciprocal rights and duties arising out of this contract are governed by the law of the Federal Republic of Germany.

20. Statement on data processing

The data supplied by the exhibitor are recorded and stored in the database of Spielwarenmesse eG. The trade fair organiser and the companies affiliated with the same use the personal data supplied by the exhibitor for advertising purposes; in particular they use the supplied email address for promotion of their own products or services. The exhibitor can object to future advertising at any time. The data protection policy of Spielwarenmesse eG also applies, which is available on the Internet at www.spielwarenmesse-eg.de/dataprotection.

21. Changes

The contract to exhibit can be supplemented with additional rules and contract provisions by Spielwarenmesse eG, provided the exhibitor is notified by Spielwarenmesse eG in due time.

Spielwarenmesse eG also reserves the right to make changes and additions to the terms of the contract. Such changes and additions shall be in writing. Oral agreements shall only be effective if confirmed in writing.

Any incident of non-compliance or non-fulfilment of the contractual agreements constitutes a contravention of contractual obligations. In the event of violation of obligations due to gross negligence or intent on the part of the exhibitor, the organiser shall be entitled to exclude the exhibitor from Hong Kong Toys & Games Fair 2022 and be released from further fulfilment of the contract.

Nuremberg, May 2021

Spielwarenmesse eG

... your cooperative partner



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