

General Terms and Conditions for Merchants/Exhibitors

General Terms and Conditions for Retailers/Exhibitors

1. general information

1.1 Organizer:

PLAY! - Interactive Gaming Convention project management:

Oliver Jax CLAW Events Domänenstrasse 47a 54295 Trier

Mail: oj@play-con.de

1.2 Name of the event:

"PLAY! - Interactive Gaming Convention"

1.3 Venue:

1.3.1 Venue PLAY! Con - Interactive Gaming Convention Trier:

Messepark Trier In den Moselauen 1 54294 Trier

1.3.2 Venue PLAY! Con Süd Neu-Ulm:

ratiopharm arena Europastraße 25 89231 Neu-Ulm

1.4 Contact persons: inside:

For exhibitors/retailers, the organizers or a person assigned by them are the primary contact persons. This also applies during the event.

1.5 Event running times:

1.5.1 Event running times Trier:

a) General event times:

The PLAY! - Interactive Gaming Convention Trier will take place from Saturday, November 08, 2025 10:00 to Sunday, November 09, 2025 22:00.

b) Opening hours of the sales and exhibition rooms for visitors:

08.11.25 from 10:00 a.m. to 8:00 p.m.

09.11.25 from 11:00 a.m. to 6:00 p.m. (clarify exceptions in advance!)

c) Times for stand construction:

06.11.25 from 15:00 to 20:00

07.11.25 from 12:00 to 20:00

08.11.25 from 08:00 a.m. to 09:30 a.m.

d) Times for stand dismantling:

09.11.25 from 18:00 to 24:00

10 .11.25 from 10:00 a.m. to 4:00 p.m.

1.5.2 Event running times Neu-Ulm:

a) General event times:

The PLAY! Con Süd will take place from Saturday, July 26, 2025 10:00 to Sunday, July 27, 2025 22:00.

b) Opening hours of the sales and exhibition rooms for visitors: 26.07.25 from 10:00 a.m. to 8:00 p.m. 27.07.25 from 10:00 a.m. to 6:00 p.m. (clarify exceptions in advance!)

c) Times for stand construction: 24.07.25 from 15:00 to 20:00 25.07.25 from 12:00 to 20:00 26.07.25 from 08:00 a.m. to 09:30 a.m.

d) Times for stand dismantling: 27.07.25 from 18:00 to 24:00 28.07.25 from 10:00 a.m. to 4:00 p.m.

1.6 Place of jurisdiction, applicable law:

The place of performance and exclusive place of jurisdiction for all disputes between exhibitors/dealers and the organizers is Trier. In the event of disputes, the law applicable in the Federal Republic of Germany shall apply.

1.7 Conclusion of contract, claims of exhibitors/dealers, data protection:

- a) Verbal agreements, approvals and collateral agreements must be in text form or in writing and require the express approval of the organizer in order to be effective. This applies to changes as well as to reservations on the registration forms.
- b) All possible claims of the exhibitor/dealer arising from the contract concluded with the organizer, as well as non-contractual claims, must be submitted to the organizer in writing or in text form no later than 14 days after the end of the event. Irrespective of this, they shall lapse if they are not asserted in writing or in text form within 6 months. The limitation period shall commence at the end of the month in which the final day of the event falls. Excluded from this are claims for damages for injury to life, limb or health, the Product Liability Act, essential contractual obligations and due to grossly negligent or intentional damage caused by the organizer. In this respect, the statutory limitation periods shall apply.
- c) The organizer and the exhibitor/dealer shall comply with all obligations from the Federal Data Protection Act and will obligate their employees and commissioned third parties accordingly. This obligation shall apply beyond the end of the contractual relationship. All information on personal data that becomes known to the exhibitor/dealer, their employees or third parties for the fulfillment of the contract must be treated confidentially. The organizer will not use or exploit any personal data beyond the event.

1.8 Severability clause:

Should any provision of these Terms and Conditions of Participation be invalid or incomplete, this shall not affect the validity of the remaining provisions. Rather, the invalid provision shall be replaced by a substitute provision that corresponds or at least comes close to the purpose of the provision and which the parties would have agreed if they had been aware of the invalidity of the provision.

2. conditions of sale and delivery

2.1 Principles for the offering of goods:

- a) At the PLAY! Interactive Gaming Convention, priority should be given to exhibiting and selling items that relate to gaming culture or thematically similar areas (e.g. Japanese pop culture). The exhibitor/retailer is responsible for compliance with applicable law, in particular the Youth Protection Act.
- b) It is not permitted to exhibit works whose distribution, exhibition, etc. are prohibited by the laws of the Federal Republic of Germany. These excluded works may also not be advertised.
- c) The organizer is free to refuse exhibitors/traders the sale of goods without stating reasons.

2.2 Weapons:

Weapons and weapon replicas of any kind may not be sold or exhibited. This applies in particular to knives, stabbing weapons and cutting weapons. Exceptions may be made for decorative weapons with the prior approval of the organizer.

2.3 Counterfeits and unlicensed goods:

- a) Only goods with a clear copyright notice of the originator may be offered. In the case of original goods without a copyright notice, the retailer is obliged, upon request, to provide written proof on site that the goods are not counterfeit or unlicensed. Alternatively, this can also be done by providing the official website of the manufacturer, on which it must be clear that the goods offered/displayed are manufactured under license.
- b) If it is suspected that goods on offer by an exhibitor/retailer have not been authorized by the licensor of the product, have not been produced under license or are being sold with an invalid, incorrect or non-existent license, the exhibitor/retailer is obliged to remove these products from sale on the instructions of the organizers and to remove them from the sales area for the remainder of the event. In the event of differences of opinion regarding the quality of the goods, the organizers shall be responsible for deciding whether to sell these goods. In the event of repeated violations, the organizers have the right to close the stand by exercising their domiciliary rights and to expel the exhibitor/trader from the event.

2.4 Sale of food products:

- a) The display and sale of self-produced or commissioned food and beverages is prohibited; this also applies to industrially produced and packaged goods. Any fines incurred by the organizer as a result of non-compliance with this regulation must be paid in full by the person responsible. A separate regulation applies to exhibitors in the food area.
- b) The distribution of free sample goods is permitted, whereby attention must be paid to compliance with the applicable hygiene and food laws.
- c) The organizer accepts no liability whatsoever for damage or injury caused by the delivery of sample goods inside or outside the event site.

2.5 Protection of minors:

- a) In the case of FSK18 items, it should be noted that the majority of event visitors are minors, so video games, mangas, art books, doujinshis, DVDs and "adult" goods that glorify violence and pornography may generally only be sold or exhibited with restrictions. Such goods must be shrink-wrapped or may not be freely accessible to minors.
- b) Such items may only be sold to visitors of legal age upon presentation of a valid photo ID. A violation can lead to the immediate exclusion of the vendor from the PLAY! Interactive Gaming Convention.
- c) The Organizer shall immediately report to the police the sale of any of the publications specified in Sections 184a and 184b of the German Criminal Code (StGB).

2.6 Prohibition of the sale of tickets and goods outside stands:

- a) In addition to the goods and products listed in items 2.2 to 2.5, any sale of goods outside the rented stand areas and premises is prohibited.
- b) Unless otherwise contractually agreed with the organizer, the sale of tickets for other events of any kind is prohibited.

3. registration

3.1 Who may exhibit/sell at the PLAY! - Interactive Gaming Convention?

- a) Companies and associations with a connection to the gaming and eSports culture can exhibit at the PLAY! Interactive Gaming Convention.
- b) Exhibitors/dealers against whom insolvency proceedings have been opened may not exhibit or sell. If such proceedings are opened after registration for the PLAY! Interactive Gaming Convention, the organizer must be informed immediately.
- c) Fan clubs and fanzine publishers can also exhibit at the PLAY! Interactive Gaming Convention. Only goods from their own production may be sold (e.g. calendars, T-shirts with club logos, self-drawn artwork, etc.).
- d) Exhibitors must be of legal age and have legal capacity.

3.2 Registration:

- a) Registration takes place exclusively via the online form provided by the organizer. The link to the form will be sent by e-mail. By submitting the online form, the exhibitor/retailer confirms that he has read and accepted the conditions of participation.
- b) The exhibitor/dealer is bound by his registration. Until confirmation by the organizer, withdrawal from the registration is possible free of charge. The exhibitor/dealer is considered confirmed as soon as the exhibitor/dealer has paid the organizer's invoice. See point 3.7.
- c) The organizer reserves the right to reject registrations without giving reasons.

- d) The conclusion of the contract does not entitle the exhibitor/dealer to the allocation of a specific space, but the organizer will make every effort to take into account the wishes with regard to location, proximity and size. Depending on the offer of a stand operator, the organizer reserves the right to adjust the location of the stand.
- e) The organizer is entitled to reduce the requested stand sizes, but not to increase them. In such a case, the rent shall be reduced accordingly.
- f) The exchange of stands between approved exhibitors/traders requires the prior consent of the organizer.
- g) The subletting or re-letting of stand space is prohibited.
- h) If the exhibitor/dealer changes his address after the stand has been approved, this must be reported to the organizer immediately. This also applies to a change of contact person.

3.3 Badges at the PLAY! - Interactive Gaming Convention:

- a) For the duration of the event, the organizer shall provide passes or corresponding wristbands, the number of which depends on the size of the stand. These passes will not be sent before the start of the event, but will be issued on site. Passing on these passes to third parties is prohibited.
- b) Once the passes have been handed over, entry to the event is only permitted with a valid exhibitor or dealer pass.
- c) Misused exhibitor passes/dealer passes will be confiscated. In the event of misuse, the organizer also has the right to immediately exclude the exhibitor concerned from the PLAY! Interactive Gaming Convention without delay.
- d) The loss of an exhibitor/dealer pass must be reported to the organizer immediately. The exhibitor/dealer shall be liable for any damage caused by late notification of loss.

3.4 Event information:

- a) Each exhibitor/dealer will be listed in an event information sheet and on the homepage https://www.play-con.de/aussteller/. Listing is voluntary; it is free of charge and without liability on the part of the organizer for the completeness and accuracy of the entry.
- b) The entry is taken from the information on the registration form. If the entry there is not usable or has not been made, the organizer reserves the right to create its own entry.
- c) Stand numbers will be allocated to ensure that the event runs smoothly. In order to avoid changes, these will only be announced shortly before the start of the event. The stand numbers will also be used for the event information.

3.5 Insurance:

- a) The individual exhibitor/dealer is responsible for insuring the stand equipment, appliances and exhibits/goods for sale brought in by the exhibitor/dealer against burglary, theft, fire and water damage as well as transport damage on the way to or from the event venue.
- b) The organizer assumes no liability of any kind for private items of exhibitors/dealers, such as suitcases, bags, clothing or cell phones, etc.
- c) The exhibitor/dealer shall be liable for all damage suffered by third parties or the organizer on the exhibitor's/dealer's stand insofar as the exhibitor/dealer is at fault. This includes failure to provide assistance.

3.6 Violation of conditions of participation:

If provisions of the Conditions of Participation are violated and conduct in breach of contract continues despite a warning, the organizer shall have the right to exclude the exhibitor/dealer concerned from the event, and in particularly serious cases also from future events of CLAW Events. This shall also apply if objects are exhibited contrary to legal prohibitions or if exhibitors/dealers or their employees participate in or incite the commission of criminal acts.

3.7 Withdrawal and non-participation:

After admission, withdrawal is possible under the following conditions:

- a) More than 90 days before the start of the event: free cancellation
- b) 90 to 60 days before the start of the event: 25 % of the stand rental fee
- c) 60 to 30 days before the start of the event: 50 % of the stand rental fee
- d) Less than 30 days before the start of the event:

100 % of the stand rental fee if the exhibitor/retailer or the organizer is unable to find a suitable replacement tenant.

Additional provision Corona - Pandemic:

Should the exit regulations of individual countries be tightened at short notice with regard to the corona pandemic or should the exhibitor show symptoms of illness on the date of the event so that participation becomes impossible for him, this is no reason for a refund of costs.

4. stand

4.1 Stand information:

- a) Exhibitors and dealers are obliged to occupy their stand without interruption during the applicable opening hours.
- b) Stand dismantling before the end of the event is not permitted.
- c) If a stand has not been cleared one hour after the end of the specified dismantling time, the organizer reserves the right to clear the stand at the exhibitor's/trader's expense.
- d) If the stand cannot be occupied due to unforeseen events on the part of the exhibitor/retailer, the organizer must be informed immediately.
- e) Stands that are not occupied by 10:00 a.m. on the first day of the event may be reallocated by the organizer. A claim for reimbursement of the stand rent paid is excluded.
- f) The organizer is not liable for damage or theft of the goods by third parties.

4.2 Assembly and dismantling times:

Stand set-up and dismantling times can be found under points 1.5 c) and d).

4.3 Stand equipment:

- a) The stands are provided by the organizer with the booked equipment and space.
- b) Fabrics and materials used to furnish and decorate the stands must be flame-retardant.
- c) The space of a stand area can also be rented without additional equipment (open space) and set up by the exhibitor/dealer himself. The exhibitor's/retailer's own stand furnishings may only be used within the rented space. When using the exhibitor's own equipment, the same requirements apply as under point 4.3 b).
- d) The stand areas must be vacated and returned swept clean.
- e) The organizer cannot be held liable for any damage caused by the use of its own stand equipment (see item 3.5).
- f) In the event of improper stand equipment, the organizer may have necessary changes made at the expense of the exhibitor/retailer.
- g) The stand equipment must be returned in perfect condition at the end of the event. Damaged, destroyed or lost furnishings shall be restored and replaced exclusively by the organizer and at the expense of the exhibitor/trader. Particular attention must be paid to the removal of adhesive tape residues on the tables.
- h) Electronic devices can be rented from the organizer for an additional charge, subject to availability. This must be agreed with the organizer in advance.
- i) The stand area may not be altered (e.g. extended) during the event. In the event of non-compliance, a lump-sum contractual penalty of € 300.00 shall be charged, payable immediately. The organizer is also entitled to prohibit further use of the stand in the event of non-compliance.

4.5 Internet:

- a) If Internet (WLAN) is required for an exhibition stand, this must be indicated at the time of registration.
- b) If Internet access (WLAN) is provided, electronic media and devices must be registered (see point 7).
- c) Any liability of the organizer for the technical implementation of a network, the transmission quality and transmission speed and the availability of the internet connection managed by the operator of the venue is excluded.

5. rent and additional costs

5.1 Stand rental:

- a) The prices for the stand rental and all other cost items are already specified in the online form when registering for the event. The total amount to be paid is calculated from the sum of the individual items booked.
- b) The organizer reserves the right to increase or reduce the stand rental fees for individual or all types of stands if unforeseen events require and permit this. However, this increase may not exceed 10% and must be notified by the organizer in writing or text form at least 4 weeks before the start of the event.

5.2 Payments:

- a) The total amount must be paid within the period stated on the admission confirmation without deductions to the account stated on the admission confirmation, stating the invoice number.
- b) The exhibitor/dealer loses the right to participate in the PLAY! Interactive Gaming Convention if the agreed total amount is not received on time.

5.3 Costs during the event:

Should costs arise during the event, these are due and payable immediately.

6. parking

The organizer shall provide suitable parking facilities for unloading and loading goods.

7. use of electronic media

7.1 Registration:

The use of electronic media of any kind must be registered with the organizer at the time of registration. Requested changes must be requested in writing or by e-mail at least two weeks before the start of the event, after which no further changes can be considered.

7.2 GEMA:

Each exhibitor/dealer is obliged to register GEMA independently and to pay the fees required in this respect. Any liability of the organizer for non-payment of GEMA fees is excluded.

Contact address: www.gema.de or GEMA, P.O. Box 26 80, 65189 Wiesbaden,

Phone: 0611/7905-0 E-Mail: bd-wi@gema.de Fax: 0611/7905-197

7.3 Volume:

Presentations or similar may not interfere with the event activities of the surrounding stands. Loudspeakers must be directed towards the inside of the stand. The organizer may issue warnings and prohibit the use of loudspeakers in the event of violations of these regulations.

7.4 Security:

Electrical appliances operated on the stand must comply with the applicable DGUV V3 standard. The devices may not be operated unattended at any time.

7.5 Liability:

The stand operator is solely liable for any damage caused by electrical equipment used by the stand operator.

8. advertising:

8.1 Advertising at the PLAY! - Interactive Gaming Convention:

- a) The display of advertising material on walls, pillars, entrances, stairwells, toilets, etc. is prohibited. A suitable stand must be used for advertising purposes.
- b) It is strictly forbidden to use, distribute, display or affix banners, displays or other advertising materials outside of your own stand area, unless this has been agreed with the organizer.
- c) The costs for the removal and disposal of advertising material used or affixed contrary to the above conditions shall be borne by the exhibitor responsible.

8.2 Activities at the PLAY! - Interactive Gaming Convention:

Lectures, press conferences, discussion events, raffles, etc. on the hall grounds require the consent of the organizer either in text or written form.

9th behavior at the PLAY! - Interactive Gaming Convention / Safety 9.1 Domiciliary rights:

In addition to these conditions of participation, the rules of the house rules displayed in the entrance areas during the event and the information in the event information, which is available in the cash desk area, apply. Particular attention must be drawn to the existing ban on smoking and alcohol at the event.

9.2 General notes:

- a) Every exhibitor/dealer is responsible for the success of the PLAY! Interactive Gaming Convention. Actions that disrupt, hinder or endanger the event, its visitors or other exhibitors/dealers must be refrained from. The ban on alcohol, smoking, weapons and animals that applies to the event applies to all persons on the event site.
- b) It is the duty of every exhibitor/dealer to actively help prevent theft and to report any theft that is discovered. Irrespective of this, the organizer will report thefts and other criminal offences to the police.
- c) Film, sound and photo recordings by exhibitors/dealers are only permitted for private purposes without the agreement of the organizer and with the consent of the person(s) being recorded.
- d) Unattended bags, rucksacks, etc. must be reported to the organizer immediately.
- e) Exhibitors/retailers are not permitted to remain at their stands outside the event times, especially at night. The general security of the entire PLAY! Interactive Gaming Convention site is the responsibility of the organizer.
- f) Grossly negligent behavior that endangers third parties may lead to immediate exclusion from the event. In this case, the exhibitor/dealer will not receive a refund of the stand rental fee paid and any additional costs.

9.3 Security on site:

Commercial security supervision during the event is carried out in cooperation with Messepark Trier.

10. cleaning and waste disposal

10.1 Cleaning aisles:

The organizer is responsible for cleaning the aisles.

10.2 Cleaning of stands:

- a) The stand structures described under 4.3 a) and b) shall be handed over in a documented condition. The exhibitor/dealer is then responsible for cleaning the stands.
- b) If necessary, exhibitors and dealers shall be required to dispose of the waste paper and mixed waste generated in their area at the event. The resulting costs are not included in the stand rental fee. To avoid this, the residual waste generated at the stand can be disposed of in the disposal containers provided by Messehalle Trier.