

# Terms and Conditions



## 1. General

The organizer is the Austrian Kennel Club (ÖKV),  
Siegfried Marcus-Straße 7, 2362 Biedermansdorf.

The organizer uses the event space based on a rental agreement with the owner of the exhibition halls.

Only the following exhibition and fair conditions apply.

## 2. Registration and Cancellation Terms

2.1. When ordering a booth space, the organizer's registration form must be used. The registration must be fully completed, legally signed by the exhibitor, and submitted to the ÖKV no later than 6 weeks before the exhibition date.

2.2. Cancellations of booth and advertising spaces are only possible in writing and subject to the following cancellation fees:

Up to 14 days before the event: 50% of the order value  
From 14 days before the event: 80% of the order value

The cancellation fee is payable as a lump-sum compensation for damages, regardless of fault, with the exhibitor waiving any reduction of the damage claim, particularly the judicial right of moderation for any reason, including in terms of benefit compensation.

The exhibitor acknowledges that the cancellation fees are still payable if the organizer succeeds in renting or selling the booth to a third party. The assertion of damages beyond the agreed cancellation fees remains unaffected.

## 3. Admission Requirements

3.1. Participation as an exhibitor requires that the products to be exhibited belong to the product groups listed in the attached product catalog. The exhibitor agrees to provide the necessary information about their company and the products they intend to exhibit.

3.2. The ÖKV decides on admission at its discretion, taking into account the space capacity, the purpose, and the structure of the event. It is not obligated to provide reasons for any rejections. The exhibitor cannot claim participation based on previous events. The exhibitor will be notified in writing.

## 4. Conclusion of Contract, Prohibition of Assignment

4.1. In the event of acceptance of the application, the exhibitor will receive a confirmation of registration or an alternative proposal for the requested booth space. If an alternative proposal is made, it will be deemed accepted by the exhibitor unless the exhibitor objects in writing within seven days.

4.2. The ÖKV is entitled to assign the exhibitor a different booth space than the one agreed upon in the contract, or to relocate the booth or change the booth size, if this is necessary for planning reasons, particularly due to the overall design of the event, available capacity, or structural conditions. In such cases, the exhibitor has no right of withdrawal or claim for damages or any other claims, unless the offered booth size is more than 20% smaller or larger than the agreed-upon size. In this case, the exhibitor may withdraw from the contract. Otherwise, the rental fee will be adjusted accordingly.

4.3. The exhibitor is not entitled to assign their rights under the exhibition contract with the ÖKV to third parties.

## 5. Withdrawal by the ÖKV

5.1. The ÖKV is entitled to withdraw from the contract and demand compensation from the exhibitor if the exhibitor, despite a corresponding request from the ÖKV and the expiration of an appropriate extension set by the ÖKV,

- Exhibits unregistered, unauthorized, or used goods, unless the latter are for demonstration purposes.
- Is in payment arrears regarding the exhibition fees for the event.
- Sublets or assigns the booth or booth space to third parties without the ÖKV's consent.
- Performs booth setup or breakdown late, i.e., after the communicated deadlines.
- Does not comply with the requirements according to Sections 10.1-10.5 for booth design and equipment.
- Becomes insolvent or is at risk of insolvency after the contract is concluded, or if the ÖKV becomes aware of the exhibitor's insolvency or risk of insolvency after the contract is concluded, unless the exhibitor makes payment or provides security within the specified extension.

If the ÖKV withdraws from the contract, it is entitled to demand compensation in the amount of 35% of the booth rental fee, as well as any additional costs incurred. The claim for higher compensation remains reserved.

5.2. Instead of withdrawal and the assertion of damages, the ÖKV may, at its discretion, require the exhibitor to remove unregistered, unauthorized, or used goods from the booth; to vacate the booth or booth space if it has been sublet or assigned to third parties without the ÖKV's consent; to adjust the booth design or remove the booth if the requirements for booth design and equipment are not met; or, in the case of payment arrears, delayed booth setup, or risk of insolvency, to assign the exhibitor a different booth space, adjusting the rental fee accordingly.

## 6. Cancellation of Events

6.1. If the event cannot be held in whole or in part due to unforeseen circumstances beyond the control of the ÖKV, or if it cannot be conducted as originally planned, particularly due to terrorist attacks, natural disasters, force majeure, structural changes by the landlord, water damage, official evacuation orders, or closure, the ÖKV is entitled to withdraw from the contract. This also explicitly applies if event permits are denied by the competent authorities or if conditions are imposed in the approval decisions that the ÖKV is unable to comply with, and as a result, the event cannot be held or is only partially held.

6.2. The ÖKV will immediately inform the exhibitor of the partial or full non-implementation of the event and, in the case of complete non-implementation, refund the payments already made. In the case of partial non-implementation, the proportionate payments will be refunded. Any further claims by the exhibitor are expressly excluded.

## 7. Payment Terms

7.1. The booth rental fee and other charges are net amounts. In addition, VAT at the rate applicable at the time of the event must be paid.

7.2. The exhibitor will receive a separate invoice. The invoice amount is due and payable on the date specified on the invoice. If the exhibitor fails to pay the invoice within 8 days, the ÖKV is entitled to terminate the contractual relationship without notice.

7.3. Early Booking Discount: Payment deadline: 7 days. Upon timely receipt of payment, the invoice will be issued with a 6% early booking discount deducted.

The ÖKV reserves the right to assert any claims for damages.

## 8. Co-Exhibitors/Shared Booths

The exhibitor is not authorized to sublet or otherwise transfer the rented booth space, in whole or in part, to third parties, or to exchange it, or accept orders for other companies, without the ÖKV's approval. No advertising may be conducted at the booth for goods or companies that are not listed in the registration. Co-exhibitors are any companies that share the booth space with the main exhibitor. They are considered co-exhibitors even if they have close economic or organizational ties to the main exhibitor. Company representatives are not permitted as co-exhibitors. Manufacturers of such goods, services, and other products necessary for demonstrating the exhibitor's offerings are not considered co-exhibitors. Co-exhibitors and the exhibitor are jointly liable to the ÖKV.

## 9. Booth Space Allocation

9.1. Booth space allocation is carried out by the ÖKV. The decision is based on factors related to the exhibition theme, design elements, and the structural situation. Special requests from the exhibitor will be considered where possible. The date of receipt of the registration is not decisive. The booth space allocation will be communicated to the exhibitor in writing, along with the hall and booth number.

9.2. Structural columns and beams are generally included in the calculated area of the allocated booth space. No reduction in booth space rental is entitled due to this. The booth space rental refers to the rented area, meaning booth boundary walls and other installations and structures are not included in the booth space rental price.

9.3. After booth space allocation, the ÖKV can only order a relocation of the booth if there are mandatory planning or structural reasons. In this case, the ÖKV will assign the affected exhibitor a booth space of as equal value as possible.

## 10. Booth Construction, Booth Design

10.1. The exhibitor is obligated to inform themselves in advance about the structural conditions of their booked booth space (columns, fire protection facilities, etc.) in a timely manner from the ÖKV before planning the booth construction. If the booth is not set up and occupied by 8:00 PM on the day before the exhibition begins, the ÖKV has the right to reassign the booth space or fill and decorate it in another way. In this case, the exhibitor must pay the full rental fee and any incurred costs. Furthermore, they are responsible for the costs of decoration or filling the unoccupied booth space, unless the exhibitor has a written consent from the ÖKV stating that the booth will be set up on the morning of the first exhibition day.

10.2. The design and construction of the exhibition booth must be carried out in a way that no neighboring company is obstructed by exhibits, advertising spaces, or display objects.

10.3. The designated booth boundaries may not be exceeded. Exceeding the prescribed construction height of 3.50 meters is only permitted with the explicit consent of the ÖKV and, if necessary, the neighboring exhibitors.

10.4. During the opening hours of the event, the booth must be continuously staffed with sufficient personnel and kept accessible for visitors. The name and address of the booth owner must be clearly visible to everyone for the entire duration of the event, and appropriate signage must be provided.

10.5. Any free distribution of food and beverages, as well as the sale of food and consumables, is only permitted with the approval of the ÖKV.

10.6. The promotion, facilitation, or sale of puppies and adult dogs is strictly prohibited.

10.7. The rental of booth spaces to veterinarians is limited to promotional purposes and excludes any "practice" (such as examinations, treatments, vaccinations, microchipping, etc.) on-site.

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Einzig von der FCI (Fédération Cynologique Internationale) anerkannte Dachorganisation österreichischer Hundevereine

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presentation, exhibition, broadcasting, and public display in print and online media for all editorial, advertising purposes, as well as for advertising campaigns and materials.

## 11. Dismantling of the Booth

- 11.1. No booth may be cleared, either entirely or partially, before the end of the exhibition. Otherwise, a contractual penalty amounting to half of the gross booth rental fee will be due.
- 11.2. The exhibition/booth space must be returned to its original condition. Used materials, foundations, excavations, damages, as well as carpet adhesive tape and glue residues, must be properly removed without damaging the underlying surface. Otherwise, the ÖKV is entitled to carry out these works at the exhibitor's expense. Further claims for damages remain reserved.
- 11.3. The exhibitor is also liable for any damage to the flooring, walls, and materials provided for rent or loan. Booths or exhibition items that have not been dismantled or removed by the set deadline may be removed by the ÖKV at the exhibitor's expense and stored with a freight forwarder, excluding liability for loss and/or damage.

## 12. Exhibitor Directory

The organizer publishes an exhibitor directory. The mandatory entry includes the following information: company name and website. The publication takes place in the exhibition newspaper. Timely submission of the registration is a prerequisite.

## 13. Liability of the ÖKV

- 13.1. The ÖKV assumes no responsibility for exhibition goods and booth equipment and excludes all liability for damage and loss.
- 13.2. The ÖKV is liable for intent or gross negligence. In the case of a merely negligent breach of duty by the ÖKV or its vicarious agents, liability is limited to the typical, foreseeable damage under the contract. With regard to entrepreneurs, liability is completely excluded in the case of slightly negligent breaches of insignificant contractual obligations.
- 13.3. The above liability limitations do not apply to bodily injury or health damage attributable to the ÖKV or in the event of death.

## 14. House Rules/House Rights

- 14.1. The ÖKV exercises house rights throughout the entire venue during the setup, running, and dismantling periods of the event. The ÖKV is entitled to issue instructions.
- 14.2. Any house rules issued by the ÖKV and made known to the exhibitor are considered binding for the exhibitor and all persons employed by them at the exhibition.

## 15. Classification of Exhibition Sectors/Sales

- 15.1. Products or services not indicated or listed in the registration must not be exhibited or offered.
- 15.2. The ÖKV has the right to prohibit the distribution and display of unauthorized exhibition goods and to secure them at the exhibitor's expense for the duration of the event. The ÖKV reserves the right to claim further damages in individual cases.

## 16. Advertising/Competitions

The exhibitor is authorized to conduct advertising activities, particularly the distribution of brochures and product samples, as well as engaging with visitors only within the assigned booth area. Without permission, posters, stickers, or other advertisements placed in the exhibition halls will be removed at the exhibitor's expense during the event. The ÖKV is not required to provide evidence of the responsible party.

Performances involving music and lighting, as well as the operation of loudspeakers, require explicit approval from GEMA (Society for Musical Performing and Mechanical Reproduction Rights) and must be registered in advance, subject to fees. This approval may be restricted or revoked, as needed, in the interest of maintaining orderly exhibition operations.

In particular, in cases of violations of these regulations, the ÖKV may intervene and demand cessation. The use of promotional teams outside of the assigned booth space requires written approval from the ÖKV. Exhibitors using promotional teams without written consent from the ÖKV will incur a contractual penalty of 5,000.00 euros for each violation. Sweepstakes, quizzes, competitions, etc., may only be conducted with the explicit approval of the ÖKV.

## 17. Insurance

It is the responsibility of the exhibitor to arrange insurance coverage for fire, (burglary) theft, liability, damage to exhibition goods, and other risks.

## 18. Photography/Drawing/Exploitation Rights for Photos and Videos

- 18.1. Commercial photography, drawing, video, and audio recordings within the exhibition grounds require permission from the ÖKV.
- 18.2. By submitting the registration, the exhibitor grants the ÖKV all exploitation rights (comprehensive rights of use) to photos, audio recordings, and videos created by the exhibitor, their stand, employees, and products. This includes, in particular, the rights for all forms of reproduction, distribution, rental, modification, digitalization, processing,

## 19. Data Protection / Storage and Use of Collected Data

The exhibitor agrees that the personal data provided in the registration will be stored and used by the ÖKV and the organizing associations and companies in electronic data processing systems for the purpose of organizing the event.

The exhibitor expressly agrees to the use of their data by the ÖKV for marketing purposes, such as informing them about future events and sending information via email.

This consent can be revoked at any time by sending an email to [office@oekv.at](mailto:office@oekv.at).

## 20. Lien

With regard to all outstanding claims of the organizer against the exhibitor, the organizer has a contractual and legal lien on the items brought into the exhibition stand by the exhibitor and on the stand, including its equipment. The exercise of this lien does not require the initiation of legal proceedings. In the event of the exercise of this lien, the items brought into the stand and the stand with its equipment will be removed and stored at the exhibitor's cost and risk, without prior notice. The organizer is entitled to sell these items at market prices (conditions) and credit the proceeds against the outstanding claims.

## 21. Exclusion Clause / Limitation Period

- 21.1. Claims by the exhibitor against the ÖKV must be made in writing within three months after the end of the fair/exhibition. Claims made later will be excluded.
- 21.2. All claims by the exhibitor against the ÖKV are subject to a limitation period of six months from the end of the month in which the last day of the fair falls; exceptions apply to claims for liability due to intent by the ÖKV.

## 22. Place of Performance and Jurisdiction

Only Austrian law applies.

The place of performance is Mödling. The court of jurisdiction for all mutual obligations arising from this contract is Mödling.

Other components of the fair conditions include:

Registration/Order Form, Seminar and Lecture Booking Form, Listing in the Product Directory, the conditions for „Your Entry in the Exhibitor Directory.“

## 23. Final Provisions

- 22.1. If any provision of these General Terms and Conditions for Trade Fairs and Exhibitions is or becomes entirely or partially ineffective, the validity of the remaining provisions will not be affected. The entirely or partially ineffective provision will be replaced by a valid provision whose economic effect comes as close as possible to that of the ineffective one.
- 22.2. All agreements, individual approvals, and special arrangements must be confirmed in writing by the organizer. This also applies to deviations from the General Terms and Conditions for Trade Fairs and Exhibitions.