

General Terms and Conditions of Participation 2026

Preliminary remark

The following conditions of participation are the contractual basis for participating in BRANDmania 2026 and thus form part of the participation agreement with Spielwarenmesse eG. These General Terms and Conditions of Participation apply expressly to transactions with businesses within the meaning of Section 14 of the German Civil Code (BGB), but not to transactions with consumers within the meaning of Section 13 of the German Civil Code.

1. Name of event

4. BRANDmania

5 m² € 4,950.00

10 m² € 9,900.00

15 m² € 14,850.00

20 m² € 19,800.00

30 m² € 29,700.00

Different sizes are possible subject to availability and will be calculated individually.

2. Place of event

Zeche Zollverein, Grand Hall, Kokereiallee 9-11,
45141 Essen, Germany

3. Duration

Wednesday, 24 June - Thursday, 25 June 2026

The participation fee covers a package of services including the provision of the stand space as well as the comprehensive other services of Spielwarenmesse eG, unless such other services are provided for upon payment of a special fee in accordance with these General Terms and Conditions of Participation or other offers of Spielwarenmesse eG.

Opening hours:

Wednesday: 10 am to 6 pm, Thursday: 9 am to 4 pm

Exhibitors admission times:

Each day from 8 am. The stands must be occupied by 8:45 am at the latest.

Visitors admission times:

Wednesday: 9 am to 6 pm, Thursday: 9 am to 4 pm

The participation fee and all other fees are calculated in euros and are net prices, in addition to which VAT will be charged at the statutory rate applicable at the time of the event, which will be payable at the place stipulated by law.

4. Organiser:

Spielwarenmesse eG,
Herderstraße 7, 90427 Nuremberg,
Germany

Tel. +49-911-998130

www.brandmania.events

info@brandmania.events

entered at Nuremberg Local

Court under association no. 43

Tax ID no. 241 106 70105

In the event that the VAT changes in the period between invoicing and the next exhibition, a subsequent invoice will be issued in accordance with the applicable provisions. The exhibitor is obliged to prove to Spielwarenmesse eG on request that it is an entrepreneur within the meaning of the German Value Added Tax Act.

5. Participation fee

The participation fee (excluding stand construction and equipment) shall be

All prices are exclusive of any taxes and duties levied in the exhibitor's country. Spielwarenmesse eG is entitled to charge such taxes and duties even if they were not yet known or levied at the time of registration.

per stele (2 m²) € 2,500.00

and for a stand space of approximately

Spielwarenmesse eG reserves the right to make changes and/or amendments to the participation fees and General Terms and Conditions of Participation for certain exhibition areas specified by it.

6. Registration

Registration takes place under the conditions agreed herein by e-mail. Upon registration, the exhibitor will receive electronic confirmation of receipt; this does not yet constitute acceptance of the offer or admission. Spielwarenmesse eG will send the exhibitor an offer to participate in BRANDmania 2026, subject to a one-month binding period. The offer is accepted when the exhibitor declares their acceptance of the offer in writing or by email within the afore-mentioned binding period. Upon acceptance of Spielwarenmesse eG's offer, the participation agreement comes into effect; the exhibitor is thereby admitted to BRANDmania 2026.

7. Admission

Only businesses within the meaning of Section 14 of the German Civil Code will be admitted for participation. By registering, the exhibitor declares that they are a business within the meaning of Section 14 of the German Civil Code.

The display of exhibits and the offering of services that violate applicable law or are contrary to good taste, especially sexual or pornographic content, is not permitted. They may be removed by Spielwarenmesse eG at the expense and risk of the exhibitor. In particular, the display of exhibits that, as defined in Sections 86 and 86a of the German Criminal Code (StGB), may be considered propaganda material or symbols of unconstitutional organisations, especially former National Socialist organisations (e.g. swastika, SS rune, etc.), is prohibited.

Note:

Spielwarenmesse eG is entitled to reject applications without giving reasons. Any admission granted may be revoked if the conditions for granting it are not met or no longer met.

8. Stand allocation

Stand allocation will be made by Spielwarenmesse eG no later than 4 weeks before the start of the event. The respective information will be sent by e-mail. The exhibitor has no claim to the allocation of a specific stand space and does not acquire such a claim by virtue of having held the same space for years. However, the event management will consider special stand requests as far as possible.

Spielwarenmesse eG is entitled to make changes to the stand allocation even after the participation contract has been concluded, in particular to change the exhibitor's stand space in terms of location, type, size and dimensions in deviation from the admission confirmation, insofar as this is necessary for reasons of safety, public order, official requirements or because the event is oversubscribed and additional exhibitors must be admitted or because changes in the stand allocation are needed for a more efficient utilisation of the premises

and areas required for the exhibition. However, such subsequent changes must be reasonable for the exhibitor. If subsequent changes result in a lower participation fee, the difference will be refunded to the exhibitor. Further claims against Spielwarenmesse eG are excluded.

The exhibitor should expect deviations of up to 5 cm in the stand dimensions. These result from the thickness of the stand partition walls. No claims can be asserted against Spielwarenmesse eG as a result of these deviations. Partition walls, wall projections, pillars, rain pipes and fire extinguisher boxes are part of the allocated stand space. Exhibitors or their stand designers must check the technical conditions on site and record the exact dimensions before starting their planning work. If required, floor plan sketches of the stand areas with the immediate surroundings and dimensions can be requested from Spielwarenmesse eG. However, no warranty will be given in this respect. By accepting the stand, the conditions are deemed to have been accepted. Justified complaints must be reported to Spielwarenmesse eG in writing immediately upon start of use so that any defects can be rectified. Late complaints cannot be considered and do not lead to any claims against Spielwarenmesse eG. The liability of Spielwarenmesse eG for damages arising from breach of contract in connection with the stand allocation is excluded for all types of claims, unless Spielwarenmesse eG has acted with intent.

9. Stand partition walls

The stand limitation is mandatory if no own stand system or rental stand is used. The rental price is not included in the participation fee.

There has to be a defined rear wall.

10. Stand design and access

The exhibitor is responsible for the equipment and design of the stands and the necessary set-up. However, the exhibitor should respect the character and appearance of BRANDmania. Spielwarenmesse eG is authorised to require the exhibitor to make changes to the stand design in this respect.

Stands that detract from the overall appearance of the exhibition or the hall or do not meet the above requirements will not be accepted by the trade fair management. The same applies to inadmissible advertising claims. Spielwarenmesse eG has the right to specify performance as laid down in Section 315 of the German Civil Code. It is imperative that any stand is erected next to the neighbouring stand without any space being left between them. The allocated stand dimensions must not be exceeded under any circumstances.

If the exhibitor or the stand constructor commissioned by the exhibitor does not comply with the stand construction rules or other statutory provisions, the exhibitor will be liable for all damages resulting from a breach of these provisions. The extent of the damage will be determined by an expert commissioned by Spielwarenmesse eG.

The expert's findings will be binding on the parties.

11. Assembly and dismantling

Assembly:

Monday, 22 June 2026, and Tuesday, 23 June 2026

Any storage of exhibits or decorative materials as well as preparatory and production work in third-party stands is prohibited. All aisles must be kept clear and accessible at all times.

Stand construction must be completed by 7:00 pm on Tuesday, 23 June 2026. If the stand has not been occupied by 9:00 am on Wednesday, 24 June 2026, and the trade fair management has not received a corresponding message by this time, Spielwarenmesse eG has the right to dispose of the stand. The stand can be used for other purposes or specially decorated. The exhibitor shall be liable for any additional costs incurred in this context.

Dismantling:

Friday, 26 June 2026

Dismantling can begin at 4:00 pm on 25 June 2026. **No stand may be completely or partially vacated, nor may exhibits be packed or removed from the stand before this point in time.** In the event of a breach of this contractual obligation, the exhibitor shall pay a contractual penalty of € 1,500 to Spielwarenmesse eG.

After dismantling, the stand space must be restored to its original condition. The exhibitor must compensate Spielwarenmesse eG for any damage caused by improper handling. Adhesive tapes used for floor coverings must be removed after the stand has been dismantled.

After the date set for the end of dismantling, any stands that have not been dismantled or any exhibits that have not been removed will be removed and stored or disposed of at the exhibitor's expense and risk.

12. Terms of payment

Invoicing shall take place as soon as the participation agreement has been concluded. The invoice amount is due for payment on the due date stated in the invoice. Payments are to be made on time without

any deductions and only to the accounts stated on the invoice.

Invoiced by:

Spielwarenmesse eG, Herderstraße 7, 90427 Nuremberg, Germany

Any bank charges shall be borne by the exhibitor.

Spielwarenmesse eG is entitled to terminate the participation agreement without notice if the exhibitor has not made payments due under this agreement despite a reminder being sent. Spielwarenmesse eG is then entitled to dispose of the stand space without further notice. In this case, the exhibitor remains obliged to pay the full contractually agreed participation fee. However, Spielwarenmesse eG has to allow any expenses saved and any income generated from any other use of the stand space to be offset.

The right to occupy the stand is only secured if the contractually agreed payment deadlines are met and all invoiced amounts have been paid in full.

13. Transfer of stand space to third parties, co-exhibitors

The exhibitor is not entitled to exchange the stand space allocated to them with other exhibitors, to transfer it in whole or in part to third parties or to allow third parties to use it (co-exhibitors).

14. Cancellation, termination, no-show

If an exhibitor cancels the contract unilaterally without being entitled to do so, Spielwarenmesse eG is entitled, but not obliged, to dispose of the stand space in another way. The exhibitor's cancellation declaration must always be made in writing or in text form. The exhibitor remains obliged to pay the invoiced participation fee and any additional services booked (as a cancellation fee) in accordance with the following provisions. The amount of the cancellation fee (proportion of the participation fee invoiced plus any additional services booked) is staggered as follows:

- up to 90 days before the start of the event: 60 %
- up to 60 days before the start of the event: 80 %
- up to 59 days before the start of the event: 100 %

In any case of cancellation, the exhibitor reserves the right to prove that Spielwarenmesse eG - as a result of the cancellation - has suffered lower expenses than those taken into account in the cancellation fee or has generated income, for example by making the stand space available to another person, which it must allow to be offset.

If a stand remains completely or partially unoccupied by the exhibitor at the start of the event (no show), the exhibitor has to pay (in addition to the participation fee invoiced and any other services booked) the costs demonstrably incurred by Spielwarenmesse eG due to the necessary rearrangement of the stand or stand space. Ordinary termination of the participation agreement is excluded. This does not affect the right of either party to terminate the agreement for good cause.

If insolvency proceedings are instituted against the exhibitor's assets, the exhibitor is obliged to notify the trade fair management immediately. Spielwarenmesse eG is then entitled to terminate the agreement without notice for good cause.

15. Postponement, cancellation, termination, etc. of the event

15.1. Spielwarenmesse eG is entitled to postpone, change the venue of, shorten, interrupt, temporarily interrupt, partially close or cancel the event due to force majeure or other circumstances for which it is not responsible or if it has become unreasonable for Spielwarenmesse eG to hold the event. Such a situation justifying such a measure exists in particular

- a) if there are sufficient factual indications that the planned implementation or continuation of the event could lead to a concrete danger to life or limb or to property of considerable value;
- b) if, for reasons for which Spielwarenmesse eG is not responsible or in the event of force majeure (e.g. power failure, massive failure or disruption of traffic, supply and/or communication links, official orders or urgent official recommendation, industrial action, terrorism or other danger to life or limb, natural events, epidemic, pandemic, etc.), the holding of the event is either not possible at all or the disruption-free holding of the event is impaired or jeopardized to such an extent that the purpose of the event planned cannot be achieved for exhibitors, visitors and Spielwarenmesse eG or can only be achieved with considerable restrictions.

As the organiser, Spielwarenmesse eG shall exercise reasonable discretion to make the best judgement regarding its decision.

15.2. If the exhibition is canceled before it starts in accordance with Clause 15.1, the mutual performance obligations of the contracting parties shall lapse. Spielwarenmesse eG shall not be liable for any damages or disadvantages resulting for the exhibitor from the cancellation of the exhibition.

15.3. Spielwarenmesse eG shall inform the exhibitor

at once of any postponement, change of venue or shortening of the event time before the event starts; such notification may also be made electronically, e.g. by e-mail. In this case, the exhibitor is entitled to withdraw from the participation agreement. If the withdrawal is not declared in writing to Spielwarenmesse eG within two weeks of receipt of the notification, the participation agreement shall be deemed to have been concluded for the new venue and/or time.

15.4. In the event of the premature termination (cancellation, shortening), temporary interruption or partial closure after the start of the event or in the case of a late start, the exhibitor's obligation to participate in the non-cancelled part of the event and to pay the full participation fee shall remain in full force. Spielwarenmesse eG shall reimburse the exhibitor on a pro rata basis for any costs not incurred by Spielwarenmesse eG as a result of the cancellation or partial closure (saved expenses).

At its reasonable discretion and taking into account the legitimate interests of the event participants, Spielwarenmesse eG is entitled to refrain from holding the exhibition if it is not economically viable.

16. Special agreements

All agreements, individual authorisations and special rules that deviate from these General Terms and Conditions of Participation require written confirmation from Spielwarenmesse eG.

17. Stand support

All stands must be properly equipped and staffed by qualified personnel for the entire duration of the exhibition and during the prescribed opening hours.

18. Advertising/stand party/distribution of food and beverages

Advertising of any kind is permitted within the stand allocated to the exhibitor. The exhibitor undertakes to refer to the venue exclusively as GRAND HALL ZOLLVEREIN® in all announcements (on the internet, on tickets, posters, flyers and other promotional materials, as well as in press releases, etc.) and to include the Grand Hall's original logo. Any form of advertising, branding or signage in the form of graphics, banners, display stands or similar media requires the prior written consent of BRANDmania. The same applies to the distribution of promotional materials of any kind. Advertising measures outside the allocated stand space (e.g. outdoor advertising, walking acts, etc.) are subject to approval by Spielwarenmesse eG. The organisation of a stand party is subject to registration and approval.

All demonstrations and presentations as well as all forms of visual, moving or acoustic advertising must not disturb other event participants or cause congestion in the aisles.

The volume must not exceed 70 dB(A) at the stand perimeter.

19. Creation and use of image material, photography, drawings, etc.

Any photography, filming or other recording of the event, the stands or individual exhibits is not permitted. The press and the exhibitors or their authorised representatives on their own stands are excluded from this rule. Spielwarenmesse eG is entitled to demand the surrender of the recording material in the event of any infringement.

Spielwarenmesse eG is entitled to have any image material, in particular photographs, drawings and film recordings of the event, including the exhibitor's stand, made and to use them for advertising and press publications of Spielwarenmesse eG.

The exhibitor agrees to this and, in the event that third parties have an interest in the stand or parts thereof, will ensure that those third parties also give their consent in accordance with these provisions.

20. Smoking ban

There is a general smoking ban throughout the exhibition site. Smoking is only permitted in specially designated areas.

21. Security

Spielwarenmesse eG is responsible for the general security of the halls. The exhibitor is responsible for the security of the stand and their products during the visiting hours as well as during the assembly and dismantling hours.

The general security provided by Spielwarenmesse eG does not extend the limited liability of Spielwarenmesse eG described in Clause 22 below.

22. Liability

Spielwarenmesse eG shall be liable for any bodily injury (damage resulting from injury to life and limb or health) caused by a breach of duty for which Spielwarenmesse eG, its legal representatives or vicarious agents are responsible, as well as for damage caused by an intentional or grossly negligent breach of duty by Spielwarenmesse eG, its legal representatives or vicarious agents. Furthermore, Spielwarenmesse eG shall be liable for damage caused by a negligent breach of cardinal duties by Spielwarenmesse eG, its legal representatives or vicarious agents. In these cases,

Spielwarenmesse eG is only liable for direct losses and not for consequential losses, and then only up to five times the amount of the participation fee, but no more than €100,000 per claim; this limitation of liability only applies to businesses, legal entities under public law and special funds created under public law. Spielwarenmesse eG shall in no case be liable to exhibitors/co-exhibitors who are entrepreneurs, legal entities under public law or special funds created under public law for damage to or loss of the goods brought in by the exhibitor/co-exhibitor or the stand equipment. It is irrelevant whether the damage and losses occur before, during or after the event. The same applies to vehicles parked on the event grounds by exhibitors, co-exhibitors, employees or agents.

Strict liability due to initial defects of the event venue or the stand space provided is excluded.

Note:

In Germany, the provisions of the German Minimum Wage Act apply during the event itself as well as during the assembly and dismantling periods of BRANDmania. The exhibitor and co-exhibitors undertake to comply with the provisions of the German Minimum Wage Act to the extent required by law, and to indemnify Spielwarenmesse eG against any liability in this respect should third parties assert claims (or partial claims) against Spielwarenmesse eG. The above liability provision shall apply accordingly.

23. Insurance

The exhibitor/co-exhibitor shall be liable for any damage culpably caused to persons or property by the exhibitor/co-exhibitor, their employees, agents or exhibition equipment and exhibits.

24. Air conditioning, lighting, power and water connection

Spielwarenmesse eG is responsible for providing the general air-conditioning and lighting for the halls.

Power connections are provided by the service partner named by Spielwarenmesse eG.

The stand owner shall be liable for all damage caused by the uncontrolled withdrawal of energy. Spielwarenmesse eG accepts no liability for any power failure or for any fluctuation in performance of the power supply or any special connections. The fire life safety regulations as well as the requirements of the trade authorities must be strictly observed.

25. Cleaning and disposal

Spielwarenmesse eG shall be responsible for the cleaning of the grounds, halls and aisles. Exhibitors are responsible for cleaning their own stands, which must be

completed by 7 pm every evening or by the time the exhibition starts in the morning. Stand cleaning may only be carried out by the exhibitors themselves or outsourced to the official ServicePartner company. In addition to stand cleaning, exhibitors are responsible for the daily disposal of waste from their stand spaces during the event and for the disposal of waste generated during assembly and dismantling. Exhibitors are also responsible for the disposal of their exhibition stands.

26. Statute of limitations

Provided that Spielwarenmesse eG is not guilty of intent, any and all claims of the exhibitor against Spielwarenmesse eG for all types of claims shall become time-barred six months after the end of the month in which the closing date of the event falls. Insofar as Spielwarenmesse eG is not guilty of intent, any and all claims of the exhibitor against Spielwarenmesse eG for all types of claims have to be asserted in writing within an exclusion period of three months after the closing date of the event.

27. Right to undisturbed possession

As the occupier of the exhibition grounds, Spielwarenmesse eG exercises its rights to undisturbed possession of the premises during the assembly, running and dismantling periods of BRANDmania in consultation with the owner of the premises, Grand Hall Zollverein GmbH. The owner's overriding right to undisturbed possession remains unaffected in all other respects.

28. Contractual penalties

A contractual penalty is only incurred in the event of a culpable breach of duty. If several contractual penalties are incurred under these General Terms and Conditions of Participation, only the highest contractual penalty shall be due for payment. No accumulation of incurred contractual penalties will take place.

29. Corona restrictions/hygiene concept

The exhibitor undertakes to comply with all legal and official requirements in connection with infection protection, in particular measures to prevent the spread of the SARS-CoV-2 virus (including all variants) and to implement them without affecting the pricing. Hygiene concepts specified by the organiser must be observed; if the organiser does not provide its own hygiene concept, the exhibitor must draw up a hygiene concept for their stand and ensure that it is complied with.

30. Place of fulfilment and jurisdiction

If the exhibitor is a merchant under German law, a legal entity under public law or a special fund under public law, the place of performance for all obligations arising from the contractual relationship shall be Nuremberg, Germany.

German law shall apply exclusively.

31. Privacy Notice

The data provided by the exhibitor are recorded and stored in the database of Spielwarenmesse eG. Spielwarenmesse eG and its affiliated companies will use the personal data provided by the exhibitor for advertising purposes; in particular the e-mail address provided will be used for advertising their own products or services. The exhibitor can object to any future advertising at any time. The data will not be used for any other purpose; in particular, the data will not be passed on to third parties, with the exception of service providers working for Spielwarenmesse eG.

32. Reservation of the right to make changes

Spielwarenmesse eG reserves the right to change the technical procedures for registration and the booking process for additional services and offers on its website www.brandmania.events. It will notify exhibitors of such changes in good time on the www.brandmania.events website or by e-mail. Such changes shall not affect the validity of these General Terms and Conditions of Participation, any participation agreements already concluded, or any other services booked.

Last revised: 1 March 2026

Spielwarenmesse eG