

PARTICIPATION  
CONTRACT / CONDITIONS  
FOR ADMISSION

viennacontemporary 2024  
12 – 15 September 2024

**I. ESSENTIAL BASICS**

**1. Goals**

a) viennacontemporary is an art fair for trading, mediating and discussing internationally recognized and emerging contemporary art of the 20th and 21st centuries. The event provides a commercial communication platform for leading-edge, trans regionally active art galleries and cultural institutions of international reputation. viennacontemporary pays great attention to high quality standards in the presentations of the work of galleries and to the clarity of the event structure as a whole, in keeping with the respective thematic frameworks set for the various sections of the fair. In cooperation with the viennacontemporary admission committee and the viennacontemporary directors, VC ARTFAIRS GmbH (hereinafter referred to as “VCT”) invites galleries, collectors, institutions and individuals active in the fields of visual arts and culture (hereinafter referred to as “**exhibitors**”) to widen the professional and cultural scope of the event. The viennacontemporary artistic director and admission committee decide which galleries and institutions are invited to apply, who is admitted and what they may exhibit.

b) viennacontemporary offers

- a focused overview of international galleries for contemporary art.
- a trans regional market and meeting place for galleries, collectors, curators, institutional decision-makers as well as theoreticians and the general public interested in contemporary art. One of its main aims is to provide private and institutional collectors with a vivid and unique marketplace and up-to-date information about the latest tendencies in visual art.
- a unique forum for galleries and art professionals from established and emerging markets, which reflects the changing topography of the global art world and focuses on Vienna’s historic position as a Central European hub between Western and Eastern cultures.
- its engagement in the establishment of a European center for contemporary art in Vienna.

**2. Organizers**

VCT is responsible for the realization of the fair. VCT works together with artistic and commercial directors. The viennacontemporary artistic director is responsible for the artistic program, design, and concept of viennacontemporary and cooperates with the viennacontemporary admission committee and the viennacontemporary commercial director.

**II. PARTICIPATION**

**1. Application Form**

Applicants who apply to participate in viennacontemporary (hereinafter referred to as “Applicants”) must send a fully completed official application form to VCT. Applications received after the application deadline will not be considered. Provision or distribution of application forms by VCT does not constitute a right to admission to viennacontemporary and shall not be considered a basis for any claim.

**2. Booth options**

a) GALLERIES

Main section for galleries presenting contemporary art.  
Booth sizes: 25 m<sup>2</sup> / 35 m<sup>2</sup> / 50 m<sup>2</sup>

b) EMERGING

Section for emerging galleries (opened less than 7 years ago).  
Booth sizes: 25 m<sup>2</sup> / 35 m<sup>2</sup> / 50 m<sup>2</sup>

c) ZONE1

Section for the solo presentation of a young Austrian artist/artist group. Only Austrian artists, artists living and working in Austria, and artists educated in Austria are eligible. The age limit is 40 years. The number of presentations in ZONE1 is limited to ten. Participants are invited by a curator.

Booth size: 25 m<sup>2</sup>

d) CONTEXT

Section for solo presentations of artists from the late 20th century. The number of presentations is limited to ten. Participants are invited by a curator.

Booth size: 35 m<sup>2</sup>

e) INSTITUTION

A non-commercial section for the presentation of Austrian and international museums, institutions, and collections active within contemporary art and culture.

Booth size: 20 m<sup>2</sup>

**3. Admission Requirements**

a) viennacontemporary is only open to exhibitors who represent contemporary art produced in the 20th and 21st century, and whose agendas (including the submitted program) comply with the stated quality standards.

b) Exhibitors will only be admitted if the submitted program corresponds with the goals and concept of viennacontemporary (point I.1.).

c) The following are necessary and valid requirements for all exhibitors, outside of the exception mentioned in point II.2.:

- Evidence of continuous activity as a gallery
  - for at least the last two years
  - in an own location
  - with regular opening hours
  - public access to the gallery during the opening hours
  - with at least four exhibitions annually in the gallery space
- The exhibitors must be involved in gallery activities on a full-time basis
- Fulfillment of the admission and selection criteria must be supported with
  - the gallery program of the last two years
  - a list of the artists/artist groups represented by the gallery
  - a short description of the work of the artists/artist groups the gallery proposes for viennacontemporary
  - a minimum of five and a maximum of ten digital images of recent work by the proposed artists/artist groups (preferably as JPGs, at least 800 pixels wide and 72 dpi, or digital video in an international standard format) a maximum of two printed exhibition catalogs per proposed artists/artist groups in the event digital documentation (preferably PDF) is not available
  - an up-to-date biography of the artists/artist groups with relevant exhibition information

All application material must be submitted online at <http://www.viennacontemporary.at>. In the event online uploading should not be possible, please send the material (stored preferably on a standard format DVD marked with the full gallery name) to the address indicated on the application form. Applications per email will not be accepted and are void.

d) Applicants who register for a joint stand with no more than one other gallery must meet all of the admission requirements individually. No reference can be made to the application documents submitted by their partner gallery. Applications for a joint stand are treated separately for the purposes of the approval process. Each application can be approved or rejected separately. At least one of the galleries must have its head office outside of Austria.

e) Pursuant to point II.1. the application constitutes a legally binding and irrevocable offer on the part of the applicant. Applications with reservations are invalid. Deletions, supplements, and amendments in the application form and in the application and fair terms and conditions are not effective. Failure to complete individual sections of the application form can never be

interpreted to VCT's disadvantage. Upon submission of the application, the applicant accepts the application and fair terms and conditions in their entirety. The application and the fair terms and conditions are also accordingly applicable for ancillary services and additional contracts such as advertisements and promotional material in the catalog/magazine, the assembly and dismantling of the fair stand, rental of fair equipment and furnishings, special agreements for an electronic fair guide, or the provision of electricity, water, telecommunication, and other such services.

### III. ADMISSION AND SELECTION PROCESS

#### 1. Admission Committee

- a) The viennacontemporary admission committee decides upon the admission of applicants to viennacontemporary on the basis of the stated goals. The membership of the committee rotates in regular intervals. The viennacontemporary admission committee decides in sole discretion. Decisions made by the admission committee are binding, both for VCT and the applicant.
- b) Responsibility for the admission committee is shared between the viennacontemporary directors.
- c) A simple majority of votes cast is needed to pass a decision. Should the votes cast be even, the application is rejected.

#### 2. Admission Decisions

- a) The viennacontemporary admission committee makes decisions on the basis of the application documents listed under point II.3. submitted before the application deadline. Reference by applicants to application documents submitted for an earlier viennacontemporary is not accepted. Application documents or information submitted after the deadline can no longer be considered.
- b) The viennacontemporary admissions committee has only a limited number of art fair places available for distribution to the applicants. The viennacontemporary admissions committee reserves the right to refuse applicants for capacity reasons only.
- c) Applicants who don't fulfill all admission requirements given in point II.2. and point II.3. may be admitted as an exception if the viennacontemporary admission committee unanimously votes for the applicant and states in its reasoning that
  - the gallery program supports the focal points of the fair concept
  - participation would constitute a significant benefit for the show
- d) The entire application will be judged as a whole. The admission committee is not obliged to make changes to any parts of a submitted program that may be ineligible. However, it is permitted to authorize admission within certain restrictions and to set certain conditions should individual parts of the submitted program not conform to admission requirements. Moreover, the committee is authorized to limit the number of artists in order to ensure that the presentation of the entire event is clearly arranged and that the highest level of quality is maintained.
- e) Admission may also be refused especially if the applicant
  - did not adequately deal with complaints about goods sold at the show
  - displayed or sold fake, questionable or faulty goods, or goods not described and declared in their entirety
  - failed to pay the fees or stand rent
  - acted against the goals of VCT
  - made a proposal for viennacontemporary that is fundamentally different from the rest of the gallery's exhibition activities, or
  - did not comply with the quality requirements of the viennacontemporary admission committee regarding the design and appearance of the presentation or the standard of the exhibits.
- f) VCT will promptly inform the applicant about the decision of the viennacontemporary admission committee by email via the contact information provided in the application. The successful applicant will receive confirmation of participation based on the application requirements.

### **3. Statement of Reasons for Decision**

- a) The admission committee makes its decisions in relation to the intended event goals and admission requirements. They are not accessible for detailed analysis. In case of a rejection of an application, VCT is not obliged to give reasons for the refusal.
- b) Unsuccessful applicants are not allowed to submit a new application to viennacontemporary for the same year, however, within one week they have the right to make a written demand to VCT that their application is reviewed again.
- c) The request for a new review shall be sent to VCT in written/printed form only. It is essential for applications to arrive at VCT on time. Belated applications will be rejected.
- d) The admission committee bases its decisions on the originally submitted applications. New information and documents will not be considered. If the admission committee upholds its decision, the applicant will receive written confirmation without statement of reasons. This decision is then final.

### **4. Legal Disclaimer**

- a) If an application is rejected, neither VCT, the admission committee nor the viennacontemporary directors are liable for the costs incurred by an applicant.
- b) Applicant claims for compensation raised against VCT, the admission committee or the viennacontemporary directors, in connection with the rejection of an application to exhibit, shall not be considered unless gross negligence or willful misconduct can be proven. Likewise, liability claims for associated indirect loss or damages shall not be entertained.

## **IV. FAIR TERMS AND CONDITIONS**

### **1. Stand Rental**

Upon receipt of the applicant's (online) submission by VCT, the applicant is obligated to participate in the fair, subject to admission granted by the admission committee. The respective rental rates under point II.2 are applicable for the duration of the event. Each square meter or portion thereof shall be charged in full. All rental rates shall be understood to exclude value-added tax and other taxes and fees. VCT reserves the right to change the commencement and duration of the fair without any claim in connection therewith arising on the part of the exhibitor against VCT (e.g. cancellation, damages).

### **2. Space Assignment**

The decision regarding the concrete space assignment shall be made exclusively by VCT. Spaces are assigned via a written confirmation by VCT. VCT may request an inventory of goods from each and every exhibitor. Products other than those listed in the inventory of goods are not allowed to be exhibited. Used goods of any kind are not allowed to be exhibited at the fair. The exhibitor is obligated to exhibit the registered products for the entire duration of the fair and without limitation. Early closing and/or dismantling of the fair stand is not permitted. Any infringement of these obligations shall entail claims for damages. The exhibitor shall refrain from exhibiting any form of political propaganda. No legal entitlement to admission at any additional fair shall arise from the exhibitor's admission to the fair. Notwithstanding the previous written confirmation of space assignment, VCT shall be authorized in the interest of the event (the fair) to assign a space in another location, to make modifications to the size of the stand space, to relocate or close entrances and exits to the fairgrounds and the halls, or to undertake other structural changes. In this regard, if the rental rate is reduced, then the difference shall either be credited or refunded to the exhibitor at VCT's discretion. Any additional claims, in particular compensation claims against VCT, shall be excluded. If for any reason VCT cannot make available a stand which has already been assigned, the exhibitor is only entitled to a refund of the rent actually paid. Even only a partial assignment of space requires the express written consent of VCT and is only permitted in return for payment of a co-exhibitor's fee.

### **3. Consequences of non-participation**

In the event of cancellation (withdrawal) of the application, the exhibitor shall pay VCT the following cancellation fees:

Up to 8 weeks before the beginning of the fair, 50% of the agreed stand rental fee; within 8 weeks or less before the beginning of the fair, 100% of the agreed rent; in each case plus any

taxes, fees, or other additional costs and any costs which have already arisen for technical and other services ordered.

The cancellation fee is to be paid as lump-sum compensation, regardless of any fault, in which case the exhibitor waives a reduction of compensation, in particular to a right of reduction by the court for whatever reason, including a claim to favorable settlement.

The exhibitor acknowledges that the cancellation fee shall also be payable in the event that VCT sells or leases the fair stand to a third party. In such case the assertion of any claim for damages that extend beyond the cancellation fee shall remain unaffected. The due date of the cancellation fee, plus any additional payments, shall be as stated on the cancellation invoice.

#### **4. Issuance of Invoices and Payment Terms**

After the time of permit (acceptance of the application), the exhibitor shall receive an invoice, which shall be paid with sufficient time for the invoice amount to be credited to the account in full at latest by 8 weeks before the beginning of the event. Any invoices issued after this date shall be immediately payable. The exhibitor shall be obligated to pay all costs for additional services listed as examples in point II.3., which are due upon presentation of the invoices, whereby VCT shall also be entitled to require advance payments for these services. In any case, an invoice may state different payment terms and dates that are binding to the exhibitor. The punctual payment of the invoices stipulated in point IV.6., as well as the settlement of any amounts still owing from earlier events, shall be a prerequisite for the handing over of the stand assigned. Any objections regarding the invoice must be made within 8 days after receipt. Thereafter the invoice shall be considered approved, and any complaints received shall be invalid. In the event of a delay in payment, 12% interest per annum shall be agreed, calculated from the due date, in addition to 20 euro for each letter of reminder. The exhibitor shall be obligated to reimburse VCT for any costs in connection with collection and/or recovery; in such case, the maximum rates therefore shall be agreed pursuant to Regulation BGBl No. 141/1996 in the version of BGBl. II No. 103/2005 or the regulation replacing it, regardless of whether collection proceedings are being carried out by the exhibitor itself or by a third party. The costs of the legal action and execution determined and to be determined by the courts shall remain unaffected by this. The expenses for collection and recovery charged to VCT by third parties shall in any case be borne by the exhibitor.

The exhibitor shall not be entitled to retain the payment of any invoiced amounts due against any counterclaims of any kind, to refuse payment, or to charge such payment against counterclaims. The exhibitor waives the assertion of claims out of short-falling exceeding 50% pursuant to Par 934 Austrian Civil Code. VCT has no obligation to accept bills of exchange.

#### **5. Taxes, Fees, and Charges**

All taxes, fees, and charges, and in particular value-added tax and advertising charges, shall be borne by the exhibitor. All prices given are net.

#### **6. Rescission of the Agreement**

VCT shall be entitled to rescind the agreement without prior notice and with immediate effect in the event that:

- a) the exhibitor does not meet its payment obligation on a timely basis, or
- b) in the meantime, bankruptcy proceedings, out-of-court settlement proceedings, or winding-up proceedings take place or are pending against the exhibitor, or
- c) outstanding claims still exist from previous fairs, or
- d) the exhibits are not or are no longer in keeping with the theme of the fair.

In these cases, a penalty fee shall be payable by the exhibitor to VCT in the amount of the cancellation fee set forth in Point IV.3. The penalty fee shall be paid independent of any fault; the exhibitor waives any reduction in the claim for damages, particularly to judicial restraint on any grounds whatsoever. In the event of VCT's rescission of the agreement, it shall be within VCT's discretion to make the assigned stand available without further notice.

#### **7. Force Majeure; Material Cause**

If the event cannot be carried on due to force majeure (eg destruction of the venue by fire,

flood or earthquake etc.), strikes, political events or other material cause/events (eg explosion, terrorist acts etc.) which has not been brought about either intentionally or negligently by VCT (including the termination of any agreement between VCT and RX Wien GmbH (and their legal successors) related to viennacontemporary for any reason), claims for compensation of any kind against VCT shall be excluded. VCT shall notify the exhibitor without delay in the event that the fair cannot take place.

#### **8. Sale Regulations**

The fair in question is a fair open to the public. At fairs open to the public, the exhibitor shall be permitted to sell goods directly and to effect delivery to the buyer immediately, in compliance with the applicable provisions of law. The exhibitor shall be obligated to not conduct the sale in a loud, conspicuous fashion.

Restaurant and catering services will be operated exclusively by VCT or a business partner of VCT. Exceptions thereto require the express written consent of VCT. In the event of infringement, VCT is authorized to close down the stand, upon making a prior request on short notice, or to stop the direct-sale (direct supply) and/or operation of the catering services.

#### **9. Exhibitor Identification**

Each exhibitor shall at no cost receive exhibitor identification passes for itself and its personnel at the stand, according to the stand size as defined by VCT. Additional exhibitor identification passes may be purchased for a fee.

#### **10. Stand Assembly, Dismantling, and Presentation**

The fair grounds including the exhibition spaces and stand constructions are subject to the rules and conditions of official contract partners and suppliers. The exhibition spaces shall basically not include stand walls and assembly, except by ordering a full package and/or special agreement with VCT. The exhibitor's stands shall not be allowed to exceed the standard stand height. Greater stand heights are possible only after submitting the plans to VCT and upon written agreement with VCT; such plans must be submitted to the fair management by at latest 2 months before the beginning of the fair. The construction of a two-storey stand is only possible after a written request and authorization and is associated with additional costs.

The use of nails, drills, screws, glues, or welding equipment on the PVCT-coated walls, which are owned by VCT or contract partners and suppliers, is prohibited. Repainting the walls, wallpapering with irremovable wall coverings, and mounting irremovable adhesive strips and foils to metal, wood, and plastic elements is also prohibited. Decoration pens may be used on painted walls, but only if they do not go through to the wall. Painted walls may be covered with removable wallpaper on the condition that the wallpaper is removed by the exhibitor immediately after the fair. If the wallpaper is not removed, this work will be undertaken by VCT at the exhibitor's expense. The removal of wallpaper, foils, and other decorative materials, etc. will be charged at a rate of 10.00 euro / m<sup>2</sup> plus VAT. In the event of damages, the invoice shall be calculated on the basis of replacement value. Every usage of rented elements and materials outside of the stand area requires the express approval of VCT. Usage of outer walls is upon approval and at cost.

The announced time for assembly and dismantling shall be precisely adhered to.

Infringements of these fixed times shall be separately charged for. Stand assembly must begin at the latest by 12:00 pm one day before the beginning of the fair. If the rented area has not been used by this time or no notification has been given, VCT reserves the right to make the space available for other purposes from this time, without further notice; in such a case, however, the entire stand rental shall be payable, in accordance with point IV.6.

The assembly work must be completed by 8:00 pm at the latest on the final assembly day. Upon completion of the assembly work, albeit at 8:00 pm at the latest on the final assembly day, the stands are considered to have been effectively delivered by VCT to the exhibitors and the exhibitor shall confirm reception in written form. Upon confirmation of reception of the stand construction and all additional equipment, the risk of accidental destruction or deterioration shall be assumed by the exhibitor.

Any infringement of the assembly and dismantling times is expressly excluded. In the event of an infringement of the assembly and dismantling times, claims of any kind on the part of the exhibitor against VCT shall be excluded. In the event of infringement of the dismantling time, VCT shall be authorized to undertake the clearing of the stand and its storage at the cost and risk of the exhibitor. After dismantling, the original condition of the space is to be restored. Damages which are caused by improper handling shall be reimbursed to VCT by the exhibitor.

#### **11. Technical Stand Equipment**

General installations for electricity and water shall be carried out solely by VCT and its contractual partners. Electricity, water, and other technical connections shall be possible in return for payment of a fee for connection and use. All electrical equipment, facilities and installations must comply with the regulations of the Austrian Electrotechnical Association and the regulations and requirements customary in Vienna as well as those legally binding for events. Electrical installations shall only be allowed to be installed by licensed companies and must be announced in advance. Connection and supervision shall be carried on exclusively by professional staff. The technical regulations in the technical service folder for exhibitors and stand builders form an integrated part of this agreement.

#### **12. Exhibiting Machines**

No items presenting a danger to life and limb, security and/or safety may be brought onto the fair site without the prior consent of VCT.

#### **13. Rules for the Operation of Wireless Infrastructure (WLAN)**

See point VII TECHNICAL GUIDELINES:

[https://www.messecongress.at/wp-content/uploads/Technical\\_Regulations.pdf](https://www.messecongress.at/wp-content/uploads/Technical_Regulations.pdf)

#### **14. Liability and Damages**

VCT undertakes no liability of any kind for theft, for goods exhibited or left behind by the exhibitor or third parties in the event that such goods are damaged or missing; this shall apply in particular to exhibition and stand equipment and furnishings.

VCT undertakes no liability of any kind for vehicles parked on the fairgrounds by the exhibitor, its employees, or its business partners. The exhibitor shall be liable for any damages to persons or things which are caused by it, its employees, or its business partners or by its exhibit objects and equipment. VCT shall be indemnified and held harmless. During assembly and dismantling, each exhibitor has an increased duty of care for the safety of its goods. Valuable and easily moveable exhibit goods are to be removed from the fair stand during hours when the fair is not open (particularly at night) and kept in safekeeping by the exhibitor itself at its own risk. VCT shall not be liable for damages to health or property or other damages of any kind which may be incurred on the part of the exhibitor, its personnel, or third parties for whatever reason in connection with the preparation, carrying on, or completion of an exhibit. VCT shall not be liable for any lost profits.

This exclusion of liability shall also apply in the event that damages are caused by defects to the buildings or equipment of VCT or RX Wien GmbH (and their legal successors). VCT shall assume liability only when damages have been brought about by it or its personnel intentionally; in such cases the party which has incurred the damage must produce evidence thereof. The exhibitor shall not be able to derive claims of any kind against VCT from the act or failure to act on the part of other exhibitors, their personnel, or their business partners.

The exhibitor shall lodge complaints concerning any defects promptly and in writing and shall give VCT the possibility of removing the defect, otherwise the exhibitor waives any rights in respect to these defects. Any claims on the part of the exhibitor must be submitted to VCT immediately; otherwise they shall be considered invalid. No liability shall be assumed for incorrect inclusions or entries in the official fair catalog and/or other printed materials related to the fair (typographical errors, syntactic errors, incorrect order, omission, etc.). VCT shall not receive certain shipments on behalf of the exhibitor, and shall assume no liability for possible losses, or for incorrect or late delivery thereof. The fair's forwarding agent shall store exhibit goods and packing materials at the cost and risk of the exhibitor. It shall be forbidden to spend the night in the halls or the grounds.

#### **15. Fair Insurance**

The stand rental shall not include insurance for objects brought in to the fair stand, the stand itself, and all other fair equipment and VCT is also not obliged to conclude such insurance. If an insurance policy is taken out with VCT or an insurance company, the separate written terms and conditions related to the insurance policy shall apply. VCT does not sign insurance policies for any art objects brought to the show, nor are they liable for loss or damage to the said articles.

#### **16. Advertising Materials of the Organizer**

Each exhibitor (including any co-exhibitors and sub-exhibitors) shall be obligated to be included in the fair catalogue and/or fair magazine published. The minimum entries, as set forth in the catalogue form, shall be made at the cost of the exhibitor even if an explicit order in this regard has not been made by the exhibitor. VCT shall make published advertising materials available to the exhibitor upon its request under the terms and conditions (i.e. prices) given. The exhibitor shall thereby be given the possibility of making its customers aware of its participation in the event and inviting them (e.g. with stickers and invitation cards).

#### **17. Exhibitor's Advertising at the Event Location**

Transmissions from the site and advertising in visual, sound, or written form on behalf of companies other than the exhibitor shall require the express written consent of VCT. Banners, company signs, advertising inscriptions, and other advertising materials shall not be placed or dispersed outside the exhibition stand, extend out into walkways, or exceed the standard stand height. The placing of advertising signs, posters, or other advertising materials outside the stand, in particular the parking areas, as well as the distribution of advertising material, shall be permissible only after separate agreement with VCT, to be billed separately. In the event of unfair advertising vis-à-vis other exhibitors, VCT is authorized to immediately close the stand; in such cases a reduction of stand rental and other costs shall be excluded.

#### **18. Distribution of Advertising Materials, Retail Trading, Samples**

Advertising materials, samples, printed material, and other means of advertising as well as retail sales may be distributed only within the stand allocated. All off-stand advertising activities are chargeable and require official permission, and are to be conducted exclusively in the foyers, linking passageways and open-air exhibition space. Outside companies are not permitted to conduct opinion polls within the exhibition premises. The sale of goods or services by the exhibitor or by a third party traceable to the exhibitor is prohibited on the exhibition premises unless VCT gives its express written authorization, even if payment for the goods or services is not made during the fair but at a later date. Failure to comply shall result in the exhibitor being obliged to reimburse to VCT all costs, fees, and taxes (in particular entertainment tax) arising or becoming due in connection with this violation, regardless of fault. In the event of violation by several exhibitors, such exhibitors shall be jointly liable for the said costs, fees and taxes. The distribution of samples against charge is subject to permission by VCT. The free distribution of samples is permitted upon written permission of VCT the latest 1 week before the fair.

#### **19. Special Events and Presentations**

All types of special events and presentations at the stands or the fairgrounds shall require the written permission of VCT. Regardless of prior permission granted, VCT shall be authorized to limit or prohibit presentations which cause noise, dirt, dust, the emission of gases, etc. or which impair the orderly proceeding of the fair through any other type of disturbance. Flashing signs and laser systems at the fair stand are prohibited. The use of gases and vapors (dry ice, etc.) is subject to the issue of a permit (the halls are equipped with fire alarm facilities, and the costs of false alarms resulting in the fire brigade being summoned will be charged to those responsible).

Sound or audio-visual presentations at the fair stand must be designed in such a way that any sound measured at the edge of the stand shall not be allowed to exceed 70 dBA. If despite the request of the fair's management, a level of sound greater than that permitted is not immediately eliminated, the management reserves the right to take appropriate measures –



including, if necessary, the closing of the stand. Registrations with the AKM (the Austrian artists' association) must be made by the individual company itself.

#### **20. Installation of Amusement Machines and Juke Boxes**

The installation of devices with which money or money's worth can be won or with which the game result is by chance is forbidden.

#### **21. Films and Photographs**

VCT and its contractual partners shall be granted the right to take photographs, to film on the fairgrounds and to make 3D screening/map of the whole fair and to use the resulting images/screenings/maps for its own publications or general publications. In this regard the exhibitor shall waive the right to any and all objections arising out of industrial property rights, in particular copyright law and the law on unfair competition (UWG). Outside of its own stand, the exhibitor shall not be permitted to make or have made films, photographs, drawings, or other pictures of exhibited things and exhibited goods.

#### **22. Cleaning**

VCT shall look after the cleaning of the premises and the walkways in the halls. The exhibitor shall be obliged to clean its own stand area. Upon the request of the exhibitor and at its own cost, cleaning companies admitted by VCT shall undertake the cleaning of the stand. Packing materials and refuse which the exhibitor disposes of in the walkway or places on the side shall be removed at the cost of the exhibitor. The disposal of special waste must be arranged for by the exhibitor itself.

#### **23. Transportation and Parking**

It shall be forbidden to drive in the fair halls with motor vehicles of any kind. In the case of special transport vehicles, written permission is to be promptly obtained from VCT. As of the end of the assembly period all vehicles, without limitation, shall be removed from the entrances, driveways, fire lanes, and parking spaces for the press. During the fair, trucks weighing over 3.5 tons shall not be allowed to be parked in the parking areas. Any infringement of this provision shall entail a case of unlawful disturbance, in which case VCT shall be free to have the unlawfully parked vehicles towed at the owner's expense.

#### **24. Stand Security**

During the fair (including assembly and dismantling), VCT shall undertake to provide security for the halls (external surveillance of the exhibition halls and hall entrances and periodic patrolling of the halls by security personnel). The exhibitors shall have no legal right to demand that VCT provides it with separate security personnel for its stand (theft security). Additional security personnel for individual stands shall be hired separately by the exhibitor and billed directly to the hired firm.

Dates of any separate security company hired by the exhibitor during the opening times shall be notified to VCT in writing. The hired use of outside security companies to monitor the stand at other times, must be permitted in advance and in writing by VCT.

#### **25. Right of Lien**

With regard to all outstanding claims of VCT against the exhibitor, VCT shall have a contractual and legal right of lien to the objects brought into the stand by the exhibitor and all equipment at the stand. The institution of court proceedings shall not be required in order to exercise this right. In cases of recourse to this right of lien, the objects brought in to the stand and the stand, including equipment, may be removed and stored at the cost and risk of the exhibitor, without prior notice. VCT shall be authorized to sell these objects at market prices (and conditions) and to credit the proceeds against the outstanding amounts.

#### **26. Infringement of the Fair Terms of Participation or of the Law**

These Terms of Participation, all special notes in the technical service folder, provisions, rules and regulations as well as the applicable provisions of law, and the regulations of the authorities regarding events shall be strictly adhered to. In particular, this includes all legal provisions with regard to fire protection, all provisions of trade law and local police regulations, as well as house rules. Actions ordered by Messe Wien shall be carried out immediately by the exhibitor and at its own cost.

In the event of the failure to comply with or violation of these Terms of Participation, the

contractual agreements, and the house rules, as well as the infringement of legal provisions or provisions (ordinances) of the authorities, VCT shall be authorized to immediately close the assigned stand at the cost of the exhibitor, and to effect removal without court proceedings. The orders and instructions of VCT and those appointed by it shall be unconditionally obeyed by the exhibitor, its personnel, and its business partners. This shall apply in particular to the parking areas for the fairgrounds.

**27. Data Protection (Declaration of Consent in accordance with the Data Protection and Telecommunication Laws)**

Declaration of Consent in accordance with the Data Protection Law:

The exhibitor authorizes the use of data provided by him/herself in the application form ("Exhibitor Data") in VCT's database for the marketing of events organized by VCT and its partners. The Exhibitor Data may also be passed on to the media and VCT's associate companies for purposes connected to the trade fair. This authorization can be revoked at any time, making any further use of such data inadmissible. The exhibitor acknowledges that VCT submits a detailed report, which includes the exhibitor data, after the conclusion of the fair contemporary to RX Wien GmbH (and their legal successors).

Declaration of Consent in accordance with the Telecommunication Laws:

From this point on the exhibitor consents, subject to withdrawal of consent at any time, to the receipt of information via email from VCT on events staged by VCT and its partners.

**28. Written Form, Common Law**

Amendments, supplements, and additions are required to be in writing in order to be valid. This shall also apply to the abandonment of the requirement of written form. Oral collateral agreements shall be invalid. The exhibitor cannot derive rights of any kind from prior events or agreements.

**29. General Provisions, Court Jurisdiction, and Place of Performance**

This agreement shall be governed exclusively by the laws of Austria, excluding conflict of law rules. The provisions of the UN Convention on Contracts for the International Sale of Goods is not applicable. For conflicts in the present contractual relationship the legal jurisdiction and place of performance for both parties shall be Vienna. The invalidity of individual provisions contained herein shall not affect the validity of the other provisions, and therefore shall not affect the validity of the agreement as a whole.

**30. Agreement to the Transfer of Rights**

VCT has the irrevocable right to contract third parties with the organization of the fair. If such rights should be transferred, the exhibitor shall be informed of the third party's identity in writing. Hence, the exhibitor expresses explicit consent to the transfer of the entire contractual relationship to a third party named by VCT, including all rights and duties, in particular the respective business terms and conditions and the terms and conditions for stand construction. Once the transfer of rights to a third party has been announced, the contractual relationship shall solely exist between the third party and the exhibitor without the exhibitor having the right to make valid claims of any kind whatsoever against VCT.

**31. Compliance with the General Terms and Conditions for Stand Constructions**

The exhibitor takes notice that the fair grounds are subject to the rules and conditions of RX Wien GmbH (and their legal successors) and is subject to the General Terms and Conditions for Stand Constructions of the official stand builder (Point V.) as well as the House Rules of RX Wien GmbH (and their legal successors) (Point VI.). Should individual provisions in the General Terms and Conditions for Stand Constructions in accordance with point V. and/or in the House Rules in accordance with point VI. contradict the Fair Terms and Conditions in accordance with point IV., the provisions in the Fair Terms and Conditions in accordance with point IV. apply with priority.

**V. GENERAL TERMS AND CONDITIONS FOR STAND CONSTRUCTIONS**

All terms and conditions are provided by the official standbuilder for approval by the exhibitor.

**VI. HOUSE RULES**

House Rules are provided by RX Wien GmbH (and their legal successors) for approval by the

exhibitor: [https://www.messecongress.at/wp-content/uploads/HouseRules\\_MesseWien.pdf](https://www.messecongress.at/wp-content/uploads/HouseRules_MesseWien.pdf)

## **1. Admission to the Fair Grounds**

Access to the fair site requires a valid admission ticket issued by VC ARTFAIRS GmbH ("VCT"). Visitors may only enter the fairgrounds during opening hours; exhibitors and their staff may gain admission at the times indicated in the Technical Services Folder. Children under 14 are only admitted in the company of an adult. Animals are not permitted on the fair grounds.

## **2. Advertising**

Billposting, distribution of leaflets, and all forms of off-stand advertising activities must be reported to VCT and are subject to charges.

## **3. Supervision of Stands**

For safety reasons, tenants or their representatives identified by exhibitor's, staff, or move-in/move-out passes, shall inspect tenants' occupied stands prior the commencement of the event. Only persons able to produce identification in the form of an exhibitor's, staff or move-in/move-out pass shall be employed at stands.

## **4. Packing Materials and Waste**

Paper and other refuse may not be deposited on the floor but must be disposed of in the bins provided for this purpose.

For safety reasons, packing materials may not be stored within the confines of stands, on stand roofs, behind pavilions or at other outdoor locations. Exhibitors are responsible for the daily removal of all their packaging materials from the premises of the fair site during assembly of their stands.

The use of wastepaper baskets or refuse bins made of inflammable materials is prohibited. In the event of failure to remove packaging materials on a daily basis the fair management reserves the right to order the removal of all the materials concerned at the expense of the exhibitor. The latter shall have no right to compensation by VCT for the said materials.

## **5. Cleaning**

Exhibitors shall keep the rental space in a clean and orderly condition. Cleaning shall be performed daily, starting one hour before the opening of the fair.

To this end, exhibitors and their staff will be granted admission to the exhibition premises from this time onwards.

## **6. Conduct at the Stand**

Exhibitors undertake to employ trained personnel at their stands during the event. The good manners customary in business shall be observed. The rules of fair competition shall be strictly observed throughout the event.

Exhibitors and their agents shall desist from:

- noisy product demonstrations;
- calling out to visitors;
- announcing fair discounts, special price offers or hire purchase terms;
- arguments with competitors; and
- the use of live animals for advertising purposes.

## **7. Smoking Ban**

Smoking is prohibited in all areas of halls.

## **8. Electrical Installations**

See point VII TECHNICAL GUIDELINES: [https://www.messecongress.at/wp-content/uploads/Technical\\_Regulations.pdf](https://www.messecongress.at/wp-content/uploads/Technical_Regulations.pdf)

## **9. Instructions by Fair Officials and Obligation to Provide Information**

Exhibitors are obliged to grant official supervisory staff and accredited representatives of VCT and RX Wien GmbH (and their legal successors) access to their stands.

Exhibitors, their staff, and all visitors to the fair must obey the instructions of the above officers. In the event of a fire or other hazard all those present must leave the endangered area at once when directed to do so by a member of the safety and security staff.

Exhibitors are also obliged to provide reporters with accreditation from the company's press office with information.

**VII. TECHNICAL GUIDELINES**

The technical guidelines of RX Wien GmbH (and their legal successors) must be accepted and complied with by the exhibitor:

[https://www.messecongress.at/wp-content/uploads/Technical\\_Regulations.pdf](https://www.messecongress.at/wp-content/uploads/Technical_Regulations.pdf)