

# Exhibition Regulations

## 1. General

### 1.1. Organiser

The exhibition known as **photoMÜNCHEN** (hereinafter “the Exhibition”) is organised by BLOFELD Entertainment AG (hereinafter “the Organiser”), which has its registered office in Zurich. The Organiser is entitled to issue binding instructions at any time.

### 1.2. Application

The Exhibition focuses on photography as an all-encompassing medium. The submission deadline for the digitally completed registration form is Monday, 30<sup>st</sup> of September 2019. The application is valid as soon as the application fee of EUR 50.00 (excl. VAT) has been paid. The application fee will not be refunded in the event that the application is rejected.

#### 1.2.1. Application process

Participation in the Exhibition is open to all photographers from all areas of photography. Free works or commissioned works can be submitted. An important criterion is that the submitted work was produced in 2019 (not older than 12 months) or would be published for the first time at the Exhibition.

Applications can be submitted via [www.photo-deutschland.com/bewerbung\\_muc/](http://www.photo-deutschland.com/bewerbung_muc/).

It is only possible to make applications digitally. All applicants must upload individual images of their final work and their presentation concept. The presentation concept is a layout of the works on the cubes and shall show how the images should be displayed at the Exhibition.

Technical requirements for the submitted images: Hi-res jpg/ 300dpi, color space Adobe RGB. 3m plots are not allowed. The pictures have to be presented separately.

#### 1.2.2. Templates

Templates and detailed instructions for registration are available at [www.photo-deutschland.com/bewerbung\\_muc/](http://www.photo-deutschland.com/bewerbung_muc/).

#### 1.2.3. Selection

The Organiser can deploy an artistic director in an advisory capacity in order to select the participants, and shall decide which photographers may display their work at the Exhibition. The Organiser shall reserve the right of veto where works do not meet requisite standards in terms of quality or technical requirements. Participation in exhibitions in previous years does not constitute automatic authorization to participate in the 2019 Exhibition.

#### 1.2.4. Approval and confirmation of participation

Those approved for participation in the Exhibition shall be notified by the Organiser in writing. At that point the participation agreement shall be deemed concluded subject to the proviso in Item 1.4. For confirmed participation at the Exhibition (stand rental, advertising costs, electricity, participants' access to the Exhibition and an entry in the online advertising catalog) a participation fee shall be charged.

Incorrect information will lead to immediate exclusion from the exhibition without any right to a refund.

This fee shall be payable by the participants within 10 days of written approval from the Organiser. The Organiser's decision on participation in the Exhibition is final.

### 1.3. Stand placement

The Organiser shall determine participants' final display location at the Exhibition. The Organiser further reserves the right to move participants at short notice where this is in the interests of the Exhibition.

#### **1.4. Right to withdraw/Exclusion**

The selected participants have the right to withdraw from the Exhibition within five days of receiving confirmation of their participation in writing and without specifying grounds. Such withdrawal shall not incur costs. Where withdrawal occurs after the withdrawal deadline has elapsed, a penalty of EUR 500.00 shall be charged. The same regulation shall apply where the participant's behavior gives grounds for exclusion from the Exhibition (e.g. improper behavior on site at the Exhibition or non-compliance with the required payment conditions). The right to claim for further compensation is reserved.

#### **1.5. Disclaimer**

The event organiser's liability is limited to the contractual obligations of the event organiser. These are: the contractually-agreed use of exhibition space, access to exhibits, and observance of legal duty to implement safety precautions, insofar as these apply to buildings and building systems and are not assumed by the exhibitor. The event organiser assumes no duty of care for exhibits and is not liable for damage or loss unless arising from intentional or grossly negligent breach of duty by the event organiser or grossly negligent breach of duty by a legal representative or vicarious agents of the event organiser for the entire exhibition period as well as during transport to and from the exhibition. The event organiser assumes no liability for damage arising from the exhibitor's performances or presentations. The exhibitor is liable for damages caused by visitors, suppliers or other auxiliary personnel engaged by the exhibitor.

#### **1.6. Sales**

Where the presented works are on sale, by participating the participant agrees to have orders and sales handled centrally at the Organiser's cash register. The direct sale of items is not permitted during the Exhibition. Exhibition participants shall furnish the Organiser a price list (with 10 copies of a binding price list) one week prior to the Exhibition by mail to [muenchen@photo-deutschland.com](mailto:muenchen@photo-deutschland.com). It is forbidden to affix prices to the exhibition area/stand inscription. For each sale the Organiser shall charge the participant 20% of the sale price as compensation for the Organiser's outlay. The Organiser shall be authorized to undertake random testing within the Exhibition grounds. Non-compliance may lead to exclusion for an indefinite period and claims for compensation.

#### **1.7. Directory of participants/catalog/ Rights of Use.**

The Organiser is solely authorized to issue a (digital or printed) directory of participants. Participation in the Exhibition includes complimentary listing for every participant in the web catalog on the [www.photoschweiz.ch](http://www.photoschweiz.ch) platform. To ensure the completeness of the catalog, any participants at the Exhibition whose catalog entries are not submitted by the deadline will be included by the Organiser in the catalog at the expense of the participant and without accepting any responsibility for the accuracy of the information. The participant shall transfer the rights of use of his/her works to the Organiser free of charge. The Organiser can freely use these rights of use for any form of self-promotion, for example for electronic media, the directory of participants (online and offline), the catalog (online and offline), flyer advertising and media relations in the context of the Exhibition.

#### **1.8. Postcards**

Each participant at the Exhibition may have an official postcard produced at his/her own expense, to be displayed in the portfolio lounge at the Exhibition.

## **1.9. Insurance**

All Exhibition participants shall be required to take out fire and elemental damage insurance on items presented, as well as third party liability cover. It is further recommended that participants at the Exhibition should also insure their exhibits against damage and misplacement during the Exhibition, and during transport to and from the venue.

Securing electronic or otherwise valuable material for the exhibitor is the responsibility of the exhibitor.

## **1.10. Liability**

The Organiser accepts no liability for items brought in by the participants: in particular, no compensation shall be made for damaged or stolen items (see. Item 1.5. Disclaimer). The Disclaimer shall apply without restriction, all surveillance measures of the Organiser notwithstanding.

## **1.11. Protective mechanisms**

The Exhibition participant is further obliged to fit protective mechanisms to any machinery and equipment presented and in operation, in compliance with accident prevention regulations. The Exhibition participant shall also be liable for personal and material losses incurred through the assembly and dismantling of his/her exhibits.

## **1.12. Unauthorized entry to rooms**

The exhibitor is prohibited from entering other rooms in the eventlocation that are not connected to the Exhibition, or from touching any potential stage parts or stage props. In the event of loss or damage to any stage parts or stage props, some of which are extremely expensive, the exhibitor shall assume full liability.

## **1.13. Force majeure**

The Organiser shall be entitled to postpone, shorten, lengthen or cancel the Exhibition for compelling reasons or in the event of force majeure. In such exceptional cases, Exhibition participants shall have neither the right to withdraw nor to compensation. Where unforeseen, political or economic events or general force majeure events render it impossible to hold the Exhibition, the rent of the presentation space shall be reduced to a sum that corresponds with the costs incurred to the Organiser (incl. the rent of the premises). Any balance remaining after deduction of costs shall be refunded to the Exhibition participants. Failure to hold the Exhibition shall not confer any right to compensation on the participant.

## **1.14. Presentation**

It is not allowed to present the project in the form of a single, plotted track on the cube.

## 2. Financial

### 2.1. Application fee

A registration fee of EUR 50.00 (excl. VAT) shall be charged with the application. This fee is to be transferred when the application is submitted (for account details, see 2.5. Account).

### 2.2. Participation fee

For confirmed participation at the Exhibition photoMÜNCHEN (stand rental, advertising costs, electricity, participants' access to the Exhibition and an entry in the advertising catalogue) a participation fee of EUR 300.00 (excl. VAT) shall be charged. For a photographer's agency, the fee is EUR 2'500.00 (excl. VAT) per Cube, as well as EUR 100.00 (excl. VAT) for each photographer presented. The participation fee is payable by transfer within 10 days of written approval.

### 2.3. Additional services

Any additional services provided by the Organizer on the instruction of the Exhibition participant shall be separately invoiced.

### 2.4. Payment terms

Non-compliance with the payment deadline specified in Item 2.2. vis à vis the participation fee shall be deemed a violation of the contractual conditions of participation agreed by the Organizer and the Exhibition participant. Where the Exhibition participant fails to provide legal proof of payment within five days after the payment deadline has elapsed, he/she shall be excluded in writing from the Exhibition irrespective of any previously agreed stand confirmation. Despite these measures, the participant shall not be released from his/her obligations to the Organizer. Payment of the penalty shall still be required (see Item 1.4. Right to withdraw / Exclusion).

### 2.5. Account

Raiffeisenbank rechter Zürichsee  
8708 Männedorf / Schweiz  
Idt. a/ BLOFELD Communications AG  
Langstrasse 94, 8004 Zürich  
BC: 81481  
SWIFT: RAIFCH22  
IBAN: CH77 8148 1000 0042 5402 0  
Kto.-Nr.: 42540.2  
Note: photoMÜNCHEN, First Name, Surname

### 3. Legal

#### 3.1. Right to make changes and amendments

The Organiser reserves the right to alter the terms of these Regulations at any time or to give instruction for their amendment. Exhibition participants will be notified of any such changes in good time.

#### 3.2. Written form

All agreements, individual approvals and special provisions require the written form.

#### 3.3. Forfeiture of claim

All claims against the Organiser must be made in writing within 14 days of the end of the Exhibition. Claims pertaining to technical installations must be made by the last day of the Exhibition at the latest. Claims made later shall not be considered.

#### 3.4. Governing law, place of performance and place of jurisdiction

All legal relationships between the Exhibition participant and the Organiser shall be governed by Swiss law. **Zurich**, as the place where BLOFELD Entertainment AG has its registered office, shall be the place of performance and exclusive place of jurisdiction both for participants resident abroad and those resident in Switzerland.

#### 3.5. Miscellaneous terms

The Technical Regulations of the Exhibition and the Regulations governing the use of the Praterinsel.

Zurich, June 21, 2019

The Organiser of the **photoMÜNCHEN** Exhibition:  
BLOFELD Entertainment AG