Conditions of participation Special section

1 Organizer, event, venue and date, visitor access

1.1 Title

gamescom is organized by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany. The conceptual sponsor is game – Verband der deutschen Games-Branche e.V. (game). gamescom is protected as both a word mark and a word and figurative mark in favor of the association game – Verband der deutschen Games-Branche e.V. (hereinafter collectively referred to as the "gamescom trademarks").

gamescom is divided into the following areas:

- business area: Restricted access area for trade visitors, accredited press and media representatives, and creators only.
- entertainment area: Area targeting private visitors, including areas open to the general public:
  - merchandise area: Area where gaming merchandise items may be sold
  - indie area: Area for independent game developers ("indies")
  - gamescom campus: Area for education and career topics
  - cosplay village: Area dedicated to cosplay
  - retro & family area: Area for retro consoles & games as well as family-friendly content, especially USK 12 and below
  - artist area: Area where artists can present and sell their own works related to gaming or pop culture
  - gamescom cards & boards: Area where analog games can be presented and sold

gamescom will take place from Wednesday, August 25, 2027, to Sunday, August 29, 2027, at the Koelnmesse exhibition center.

1.2 Opening times

business area:

Target group	August 25 (trade visitor & media day)	August 26–27	August 28-29
Exhibitors	7:00 a.m. to 8:00 p.m.	7:00 a.m. to 9:00 p.m.	Closed
Trade visitors	9:00 a.m. to 7:00 p.m.	9:00 a.m. to 8:00 p.m.	Closed
Private visitors	-	-	-

entertainment area:

Target audience	August 25 (trade visitor & media day)*	August 26–27	August 28-29
Exhibitors	7:00 a.m. to 8:00 p.m.	7:00 a.m. to 9:00 p.m.	7:00 a.m.- 9:00 p.m.
Trade visitors	9:00 a.m. to 7:00 p.m.	9:00 a.m. to 8:00 p.m.	9:00 a.m. to 8:00 p.m.
Private visitors*	1:00 p.m. to 7:00 p.m.	10:00 a.m. to 8:00 p.m.	9:00 a.m. to 8:00 p.m

*August 25, 2027, is a trade visitor and media day. On Wednesday, the organizer may grant access to the entertainment area to a limited number of private visitors (with wild cards).

1.3 Stand construction/stand dismantling

business area (Halls 10.1 and 11):

Please note the following hall opening hours in the business area during setup and dismantling for gamescom 2027:

Setup of business area

August 20, 2027:	6:00 a.m. - 10:00 p.m.
August 21, 2027:	6:00 a.m. – midnight
August 22–23, 2027:	24 hours
August 24, 2027:	midnight. – 5:00 p.m.

Dismantling of business area

August 27, 2027:	8:00 p.m. – midnight
August 28–29, 2027:	24 hours
August 30, 2027:	midnight – 6:00 p.m.

entertainment area (Halls 1, 4.2, 5 – 9, 10.1 and 10.2):

Please note the following hall opening hours in the entertainment area during setup and dismantling for gamescom 2027:

Setup entertainment area

August 15–20, 2027:	6:00 a.m. – 10:00 p.m.
August 21, 2027:	6:00 a.m. – midnight
August 22–23, 2027:	24 hours
August 24, 2027:	midnight – 6:00 p.m.

Dismantling of entertainment area

August 29, 2027:	8:00 p.m. – midnight
August 30 -31, 2027:	24 hours

You can begin setting up in the entertainment area on Sunday, August 15, 2027, starting at 6:00 a.m. Setup must be completed by 6:00 p.m. on Tuesday, August 24, 2027. At this time, the aisles must be completely clear. Dismantling of the exhibition stand and presentation of goods may not begin before the end of the event on Sunday, August 29, 2027, at 8:00 p.m.

Admission for dismantling personnel: from 8:00 p.m. Truck access: from 10:00 p.m. The dismantling of all stands and exhibits in the halls of the entertainment area must be completed by midnight on Tuesday, August 31, 2027.

General regulations

Please note that the dismantling times are mandatory and must therefore be strictly adhered to. Depending on the hall, the dismantling of all stands and exhibits must be completely finished by midnight on August 30 and 31. It is not possible to request extended dismantling times. All stand construction materials and other items must be completely removed from the halls and outdoor areas by this closing time. All materials and items still in the halls or outdoor areas after the closing time will be removed and destroyed by Koelnmesse at the risk and expense of the respective exhibitor. Koelnmesse will only store items in exceptional cases, provided that the items left behind are obviously valuable. Further claims by Koelnmesse remain unaffected. Claims against Koelnmesse of any kind, in particular claims for damages, are excluded in such cases.

The exhibitor is liable to Koelnmesse for any damages arising as a result of failure to observe these provisions. Should claims be made against Koelnmesse as a result of failure to observe these provisions the exhibitor exempts Koelnmesse from all such claims.

Koelnmesse is entitled to demand payment of a security in the amount of €5,000.00 to be refunded after the correct and timely return of the area; there is no entitlement to payment

of interest. This security is to guarantee claims arising from the contractual relationship, in particular regarding the timely clearing of the stand area.

Furthermore, late clearing of the stand area is a serious violation of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to €2,500.00 (depending on the severity of the violation) for each such violation and / or to exclude the exhibitor from subsequent events.

1.4 Visitor admission

In general, both trade visitors and members of the general public are admitted to gamescom on the designated event days. Certain admission restrictions apply to members of the general public (see Section 1.2, “Opening Hours”).

Access to the business area is restricted to trade visitors, representatives of the press and media, and accredited content creators.

Members of the general public aged four and above are admitted. Children up to and including three years of age may only be brought into the business area.

Children under the age of 12 may attend gamescom only if accompanied by a parent or legal guardian or by an adult accompanying person. Children aged 12 and above may attend the trade fair unaccompanied.

2 Eligibility to participate

2.1 Exhibitors

Only manufacturers listed in the commercial register or the craftsman's register may be admitted to gamescom with products that correspond to the theme of the event (see product directory). You may participate as an exhibitor if your company manufactures, develops, has manufactured or developed the products on display and exclusively distributes them or exclusively provides the services.

As a sales representative, distribution company, association, or importer, you may exhibit on behalf of the companies you represent, provided that the exhibition goods are not offered by any other company at the trade fair and you have the necessary rights to present the exhibition goods. Proof of manufacturer status or activity as a distributor for the manufacturer or as an importer must be provided in a suitable form at the request of Koelnmesse. Koelnmesse decides on the admission of a company or product, as well as on the placement of exhibitors. In the event of rejection, you will receive a special notification.

All products and services exhibited must correspond to the theme of the event. The attached product list applies. The products must be brand new. Products and services that do not correspond to the product group list, as well as used products, may not be exhibited or offered for sale.

In particular, the following products may not be advertised, displayed, offered, or sold:

a) Nicotine or other smoking products, cannabis, and other addictive substances,
b) Party politics, in particular election advertising,
c) Pornography,
d) Gambling, lotteries, casinos, poker, sports betting, or similar activities,
e) Item or in-game currency trading outside of first-party platforms or official offers, and
f) Online key sales, unless they are licensed authorized dealers
g) Energy drinks (only with special permission)
h) Spirits and liqueurs

(The only exceptions are endemic partners (e.g., eSports teams) who are contractually obligated to display a logo as part of a long-term partnership. In this case, only a subordinate logo placement of the partner is permitted at the respective booth.

The exhibitor will be named as such in activities related to gamescom 2027 at Koelnmesse's discretion, e.g. on the website.

2.2 Co-exhibitors

Co-exhibitors may participate in gamescom. The use of stand space by a co-exhibitor requires a special application via the online registration form and approval by the organizer (see Section V of the General Terms and Conditions of Participation).

Contrary to Section V (3) of the General Terms and Conditions of Participation, there are no general restrictions with regard to eligible companies.

The complete registration of all co-exhibitors by the main exhibitor must be received by Koelnmesse by June 22, 2027, at the latest. This also applies in cases where the registration is made online via a channel provided by Koelnmesse. Applications received by Koelnmesse after this date cannot be considered.

The participation of a company not approved by Koelnmesse on the stand area constitutes a serious violation of these conditions of participation. Koelnmesse is entitled to impose a contractual penalty of up to €5,000.00 for each case of violation, depending on the severity of the case, and/or to exclude the exhibitor from this and/or subsequent events, depending on the severity of the case. The provisions in Section V of the General Part of the Conditions of Participation remain unaffected.

2.3 Group participation

Group participants may participate in gamescom. The use of stand space by a group participant requires a special application via the online registration form and approval by the organizer (see Section V of the General Terms and Conditions of Participation). The provisions in Section V of the General Terms and Conditions of Participation remain unaffected. The Special Terms and Conditions of Participation for Organizers of Group Participation apply.

2.4 Non-Endemics

Notwithstanding Section 2.1 of the Special Conditions of Participation, companies from outside the industry ("Non-Gaming Brands") may also register to participate in the entertainment area at gamescom. This includes all companies whose primary products are not listed in the gamescom product group directory. In addition to the registration form, a concept must be submitted that clearly demonstrates the gaming relevance and benefit for visitors. The catalogue of criteria for non-endemic exhibitors and the regulations contained therein apply. Koelnmesse decides on the admission of a company, as well as on its placement. The prerequisite is the booking of at least 100 m² in the entertainment area.

3 Participation fee and other costs

As an exhibitor, you can expect the following costs:

3.1 Participation fee:

The participation fee does not include the provision of stand partition walls or other structures.

The participation fee is calculated based on the size of the allocated stand space. Hall pillars and other fixed fixtures included in the rented stand space do not entitle the exhibitor to a reduction in the participation fee.

All prices are subject to VAT, a flat-rate energy charge (EUR 18.00 per m²) and the AUMA contribution (EUR 0.60 per m², see sections 3.2 and 3.3), plus the costs for the mandatory marketing services (gamescom now package/gamescom biz package), see Section 13.1 Special Conditions of Participation.

The participation price depends on the placement in the various areas:

a) business area

In principle, only companies that have their own stand in the entertainment area can occupy space in the business area as main or co-exhibitors. Co-exhibitors represented in the entertainment area are not entitled to book space in the business area. Companies without consumer-relevant products are exempt from this rule. In addition, the online registration form includes a declaration that allows companies without consumer-relevant products (i.e., companies that do not produce/manufacture products that are sold to end customers under their own label/name, such as developers, distributors, service providers, etc.) and without existing space in the entertainment area to book space in the business area. A flat-rate surcharge of €500.00 net plus VAT is payable for this. Co-exhibitors who are only located in the business area are also required to make this payment. Exceptions to this rule can only be approved upon special request. If you nevertheless display consumer-relevant products at your booth in the business area without having booked a space in the entertainment area, we reserve the right to exclude these products from the event.

As an exhibitor in the business area of gamescom, you can expect the following costs, depending on the type of participation:

Participation fee	Until February 17, 2027	From February 18, 2027	From July 14, 2027
For exhibitors with consumer-related products and a space in the entertainment area:			
	€117.00/m²	€132.00/m²	€147.00/ m²
For exhibitors without consumer-relevant products and without space in the entertainment area*:			
	€177.50/m²	€192.50/m²	€207.50/m
Storage space in the business area	€60.00/m²	€60.00/ m²	€65.00 / m²

*plus a placement fee of €500.00

Additional information: Exhibitors may occupy an area or space in the business area that does not exceed 1.5 times the area they have rented in the entertainment area. If a business area space is desired, companies with consumer-relevant products are also required to have a space in the entertainment area. Companies that exclusively offer merchandise products are exempt from this requirement.

b) entertainment area

As an exhibitor in the entertainment area, you will incur the following costs, depending on the type of participation:

Participation fee	Until February 17, 2027	From February 18, 2027	From July 14, 2027
Row booth (1 side open)			
up to 150 m²	177,50 €/m²	192,50 €/m²	207,50 €/m²
up to 500 m²	156,50 €/m²	171,50 €/m²	186,50 €/m²
Corner stand (2 sides open)			
up to 150 m²	184,50 €/m²	199,50 €/m²	214,50 €/m²
up to 500 m²	165,00 €/m²	180,00 €/m²	195,00 €/m²
Headstand (3 sides open)			
up to 150 m²	192,00 €/m²	207,00 €/m²	222,00 €/m²
up to 500 m²	171,00 €/m²	186,00 €/m²	201,00 €/m²
up to 1,000 m²	150,50 €/m²	165,50 €/m²	180,50 €/m²
From 1,001 m²	121,00 €/m²	136,00 €/m²	151,00 €/m²
Block stand (4 sides open)			
150 - 500 m²	178,00 €/m²	193,00 €/m²	208,00 €/m²
up to 1,000 m²	156,50 €/m²	171,50 €/m²	186,50 €/m²
From 1,001 m²	127,50 €/m²	142,50 €/m²	157,50 €/m²

Outdoor area*	84,50 €/m²	89,50 €/m²	94,50 €/m²
Storage area	73,00 €/m²	73,00 €/m²	78,00 €/m²

c) Universities, technical colleges, and educational institutions

Participation fee	Until February 17, 2027	From February 18, 2027	From July 14, 2027
Row stand (1 side open)			
	103,50 €/m²	113,50 €/m²	123,50 €/m²
Corner stand (2 sides open)			
	113,00 €/m²	123,00 €/m²	133,00 €/m²
Head stand (3 sides open)			
	118,50 €/m²	128,50 €/m²	138,50 €/m²
Block stand (4 sides open)			
	128,00 €/m²	138,00 €/m²	148,00 €/m²

d) indie area

In the "indie area, a special section for independent game developers ("indies"), only group participations are admitted. The application for group participations in the "indie area" has to be submitted by 09. July 2027 at the latest.

Participation fee	Until February 17, 2027	From February 18, 2027	From July 14, 2027
Up to 500 m²	120,00 €/m²	135,00 €/m²	150,00 €/m²
Up to 1,000 m²	106,00 €/m²	121,00 €/m²	136,00 €/m²
From 1,001 m²	85,50 €/m²	100,50 €/m²	115,50 €/m²

e) artist area

The artist area is an area where artists can present and sell their own works related to gaming or pop culture.

The "Rules for the areas: gamescom merchandise, cards&boards, and artist areas" apply.

For exhibitors in the artist area, the number of possible co-exhibitors is limited to a maximum of two in accordance with section 2.2. Depending on the position, there may be a support wall on your space. The position is not freely selectable, but will be assigned to you.

Participation fee	Until February 17, 2027	From February 18, 2027	From July 14, 2027
	116,50 €/m²	131,50 €/m²	146,50 €/m²

f) gamescom cards & boards

gamescom cards & boards is an area where companies can present and sell analog games. The presentation of video/PC games is permitted as long as the focus of the overall presentation (at least 80% of the stand space) is on analog games. The sale of video/PC games is not permitted.

The "Rules for the areas: gamescom merchandise, cards&boards, and artist areas" apply.

Participation fee	Until February 17, 2027	From February 18, 2027	From July 14, 2027
	120,00 €/m²	135,00 €/m²	150,00 €/m²

g) gamescom cares

On the gamescom cares platform, gamescom, exhibitors, and partners can present projects, events, and campaigns related to social responsibility. Climate and environmental protection, helping those in need, diversity, education—these are all issues that are close to the hearts of the gaming industry and community, and which they support in many cases. gamescom cares was created to give this strong commitment greater visibility.

Participation fee	Until February 17, 2027	From February 18, 2027	From July 14, 2027
	64,50 €/m²	64,50 €/m²	74,50 €/m²

3.2 AUMA fee

The Association of the German Trade Fair Industry (AUMA) charges a fee of €0.60 per m² of exhibition space to represent your interests. Koelnmesse has undertaken to calculate and collect the respective amounts on behalf of and for the account of AUMA. For more information, please visit www.auma-messen.de.

3.3 Energy cost

EUR 18.00 per m² of occupied stand space (including storage space) as a pro-rata energy cost flat rate.

3.4 Additional costs for services

After the event, the services used, such as electricity and water connections, stand cleaning, etc., will be invoiced. The invoice is due for payment immediately upon receipt.

3.5 Co-exhibitor fee

If other companies are permitted to share the stand (see Section V of the General Terms and Conditions of Participation/Section 2.2 of these Terms and Conditions), a co-exhibitor fee of €500.00 will be charged per company. The price for inclusion in the Digital B2C/B2B Package is not included in this amount (see Section 13). The co-exhibitor fee shall remain payable even if the co-exhibitor does not participate in the event.

3.6 Marketing services (gamescom now package/gamescom biz package)

The provision of the marketing services mentioned in Section 13.1 is mandatory and subject to a fee (see Section 13.1, Special Conditions of Participation).

3.7 Value added tax

All prices quoted are net prices. Any statutory value added tax will be charged in addition.

3.7.1 VAT identification number

As a rule, Koelnmesse provides exhibitors (entrepreneurs) with a uniform service – known as an event service – in accordance with Section 3a.4(2) of the German VAT Act (UStAE). For these services, the place of performance is the registered office of the recipient of the service. Koelnmesse will therefore invoice foreign exhibitors (entrepreneurs) in accordance with the reverse charge procedure without showing German sales tax. The prerequisite for accepting the business status of exhibitors from the European Union is that the exhibitor provides a valid VAT identification number on the registration form. The exhibitor is obliged to notify Koelnmesse immediately in writing of any changes to the VAT identification number.

3.7.2 Refund of value added tax

If, in exceptional cases, services are not provided as part of a uniform service in the above sense and statutory value added tax is incurred, foreign exhibitors (businesses) can be reimbursed for the value added tax charged to them if the legal requirements are met. Further information can be found at www.bzst.bund.de.

3.8 Costs in the event of non-participation

3.8.1 Before receipt of the admission/stand space confirmation

If you withdraw your application to participate before you receive the acceptance/stand area confirmation, you will have to pay a fee of 1,000.00 Euro.

3.8.2 After receipt of acceptance/stand area confirmation

Once the registration/stand space confirmation has been received, withdrawal from the contract is generally no longer possible. The provision under Section II of the General Terms and Conditions of Participation applies. In the event of your non-participation, if the allocated stand space is rented to another party, an expense allowance of 25% of the participation fee shall be payable, but at least the amount specified in Section 3.8.1. If it is not possible to rent the stand space to another party for a fee, the contractual relationship shall remain in force; in this case, the participation fee shall be payable in full.

If the exhibitor wishes to reduce the stand area, this provision shall apply accordingly to the stand area released as a result, provided that the organiser exceptionally agrees to such a reduction.

The costs and deadlines relating to stand construction services provided by Koelnmesse are set out in the General Terms and Conditions of the Koelnmesse Group for Services and the Special Terms and Conditions of the Koelnmesse Group for Services relating to Stand Construction. These terms and conditions are available for download during exhibitor registration, on the event website, or via the event's Service Shop.

3.8.3 Proof

You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the amount charged.

3.9 Change of invoice

The information you provided in the online registration form regarding the billing address is binding. The issuance of a new invoice for reasons for which Koelnmesse is not responsible is subject to a fee. A flat fee of EUR 100.00 will be charged for each new invoice.

4 Stand sizes and setup

4.1 Stand size

The minimum stand size is 12 m², with the exception of the artist area, where the minimum stand size is 6 m². Please note that hall pillars and other fixed fixtures may be included in the rented stand space. Minor deviations from the desired stand size do not entitle you to object in accordance with Section II of the General Terms and Conditions of Participation. Exhibition booth walls to demarcate the stand area are not automatically provided, but can be ordered as stand design elements from the Service Shop at an additional cost if required. No stand construction will be provided. Koelnmesse will only erect booth walls if safety considerations for the installation of water or electrical systems make this necessary.

4.2 Responsibility

Stand construction, design, and operation must comply with all regulations applicable in Germany (in particular the Special Building Regulations, the Occupational Safety and Health Act, and the regulations on occupational safety and health, DIN or EN regulations, VDE regulations, and the accident prevention regulations of the professional associations, in their currently valid versions). All these provisions apply to both company-owned and independent stand designers, decorators, and sign painters, as well as to all persons working on behalf of the exhibitor or on their account in connection with the assembly, dismantling, design, and operation of the stand. The exhibitor is responsible for compliance with all regulations. The construction workers and other persons working for the exhibitor must be supervised to ensure compliance with the regulations. The provisions of the General Section of the Conditions of Participation and the Technical Guidelines remain unaffected.

4.3 Maximum stand height

The maximum permitted stand construction heights, provided that the ceiling heights and any permanent installations in the halls allow for them, are as follows:

business area:
Halls 10.1, 11.1, 11.2 and 11.3: 4.50 m

entertainment area:
Halls 2.1, 2.2, 4.2, 5.1, 5.2, 10.1 and 10.2: 5.00 m
Halls 1, 6.1 to 9.1: 8.00 m

The following applies to the entertainment area: Suspended truss systems without branding, logos or similar elements that are used exclusively for technical installations, such as spotlights, may exceed the maximum stand construction height, subject to prior inspection and stand construction approval.

For single-story stand constructions that do not exceed the permissible construction height, it is not necessary to obtain stand construction approval via the Delegatis platform if the technical guidelines for the design and execution of the stand are complied with. All other stand constructions and structures are subject to approval, in particular if special structures or meeting rooms are planned for the stand or if structural calculations are required.

The application for approval and its processing is carried out exclusively via the Delegatis digital platform. To do this, the questionnaire stored in the system must be completed in good time, at least 8 weeks before the start of construction. You can access the questionnaire via a link sent to you individually by email. If verifiable documents are required for approval, these will be requested in the questionnaire and must be uploaded there. Verifiable documents may include dimensioned floor plans, views, and structural sections. If necessary, e.g., when constructing a double-decker, a static calculation or additional certificates may be required. If you have any questions about the digital approval system, please contact acceptance@koelnmesse.de . Approvals are not processed by email.

4.4 Notice of approval

Construction may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This approval note does not release the exhibitor from compliance with the relevant regulations. It merely states that Koelnmesse has no objections from a design perspective. In exceptional cases, approval may be granted on site by the responsible Koelnmesse employees. At the request of Koelnmesse, the exhibitor is obliged to immediately provide any additional information requested regarding the exhibition stand. Koelnmesse is not obliged to check compliance with other regulations. However, if a violation of the relevant regulations is discovered, Koelnmesse may also refuse to issue the approval note for this reason. Please note that in special cases, the construction documents must be submitted to the competent authorities for review on your behalf and at your expense. Regardless of official building inspections, complaints made by Koelnmesse about defects found at the stand must be addressed immediately. In cases of imminent danger, Koelnmesse may determine the necessary measures at its own discretion and have them carried out at the exhibitor's expense.

4.5 Form of stand

The following terms apply with regard to the stand form:

Terrace stand:	one side open
Corner stand:	two sides open
Two corner stand:	three sides open
Island stand:	four sides open.

Deviations from the desired stand shape do not entitle the participant to object in accordance with Section II of the General Terms and Conditions of Participation.

4.6 Construction and design of the stands

Stands must be constructed in accordance with the confirmed stand shape. The design of the stands is the responsibility of the exhibitor and must be appropriate for the event. Your company name and your products/services must be clearly visible on your stand. The exhibitor must inform themselves about the load-bearing capacity of the hall floor and the clear hall height.

Only the local measurements are valid for the stand area. For safety reasons, sufficient space must be allowed for queues inside the stand when planning the stand layout. It is not permitted to take waiting areas outside your own stand space into account. If, due to crowding, it becomes necessary for safety reasons to extend the queues into the aisle area, Koelnmesse will charge for the space used at the space price plus a penalty surcharge of 30%. Transparencies and company signs may not protrude into the aisles. Trusses that cross the hall aisles and on which live cables are laid must be equipped with a cable tray.

4.6.1 Stand construction in the business area

The business area of gamescom remains the place for professional exchange within the games industry. The design of the stand must reflect the business nature of the event. In addition, the following guidelines apply:

- Product presentations, live demonstrations, entertainment content, and similar elements are permitted, but the content must take place within the

stand area. In addition, sufficient space must be planned for visitors inside the stand.

- The construction of stages and microphone-amplified presentations is only permitted in closed rooms. Acoustic and visual presentations must be designed in such a way that adjacent stands are not disturbed, e.g., by complying with the maximum permissible volume of 70 decibels at the stand boundary.
- The use of fog, hazers, CO^2, lasers, or liquid nitrogen is not permitted.

In case of an enclosed design in the business area, an emergency-exit and rescue-route plan must always be submitted and approved by Koelnmesse. The locations of emergency exit signs (in accordance with ASR 1.3 and DGUV Regulation 9) and fire extinguishers must be entered here. The escape and rescue routes must be marked by 9:00 a.m. on the last day of construction at the latest.

4.6.2 Stages

When setting up stage areas (e.g., stages), a distance of 5 m from the aisles must be maintained to prevent the audience from standing in the aisles. The placement of the stage area in the entertainment area must be agreed upon and approved by the Event Technology & Approval department. Stages and stage areas must be explicitly designated in the planning documents, see section 4.4. The currently valid SBauVO NRW (North Rhine-Westphalia Building Regulations) must be taken into account in particular during planning. Care must be taken to ensure that no hard objects are thrown into the crowd.

4.6.3 Platforms – seating platform - strairways

Generally accessible areas over 0.20 m in height must be enclosed by railings (at least 1.10 m high) and must be constructed in accordance with DIN 18065. The rise of a staircase must not exceed 0.19 m and the tread depth must be at least 0.26 m. Spiral staircases are not permitted (Technical Guidelines, points 4.6 and 4.9.4).

5 Noise levels in the entertainment area

The sound system must be set up and operated in such a way that visitors, stand personnel and neighbouring stands are not unreasonably disturbed

5.1. Permissible sound pressure levels

The maximum values apply in the relevant area occupied by the audience. An averaging period of 15 minutes must be used for the Leq values.

1. 85 dB(A) Leq as the equivalent continuous sound level
2. 90 dB(C) Leq as the average low frequency sensitive sound pressure level
3. 105 dB(A) Lpeak as the short term peak level

The Lpeak limit applies independently of the average Leq levels. Compliance with the average levels therefore does not permit the peak level to be exceeded.

5.2 Loudspeakers

Loudspeakers must be positioned so that the sound remains within the exhibitor's own stand area as far as possible and does not disturb other stands or areas of the hall.

Suspended loudspeakers, including loudspeakers mounted on lighting trusses, may only be installed in such a way that the upper edge of the highest loudspeaker is no more than 6 m above the hall floor.

Subwoofers must be placed on the floor and may not be suspended.

Loudspeakers located in the outer area of a stand must be separately adjustable.

5.3 Responsibility and monitoring

The exhibitor is responsible for compliance with the provisions set out in Sections 5.1 and 5.2. Particularly in the entertainment areas, Koelnmesse recommends monitoring sound levels using a sound level meter of at least Class 2 and documenting the readings at five minute intervals so that any exceedances can be identified at an early stage.

Any significant disturbance to neighbouring stands, visitors or other areas of the hall must be remedied immediately, even if the specified sound levels are being complied with.

Due to the duration of the sound exposure, Koelnmesse recommends that exhibitors provide suitable hearing protection for their stand personnel. Koelnmesse also recommends making hearing protection available to visitors on a voluntary basis.

5.4 Evidence and inspections

The exhibitor's own measurements must be taken using a suitable sound level meter of at least Class 2. Smartphone apps and unsuitable devices will not be accepted as evidence.

Koelnmesse may inspect the sound system and carry out its own measurements during stand construction and the event. In the event of significant overall noise exposure or disturbance caused by multiple sound sources, Koelnmesse may instruct individual exhibitors to reduce or technically adjust their sound systems or temporarily switch them off. The exhibitor must comply with such instructions immediately.

Any tampering with sound systems, measuring devices or measurement records, as well as any attempt to circumvent inspections, is prohibited.

5.5 Consequences of noncompliance

In the event of a first violation, Koelnmesse may order the immediate reduction or adjustment of the sound system. In the event of repeated or serious violations, Koelnmesse may issue the exhibitor with a written warning, restrict the use of the sound system or switch off loudspeaker systems. Where necessary and proportionate, the power supply may also be switched off. Koelnmesse reserves the right to take further measures with regard to future events.

6. <u>Audio power connections in the entertainment area</u>

Koelnmesse determines in advance which stand areas require a separate audio power connection. These must connect the sound systems to a separate circuit (audio circuit only) and connect them to the audio power connection. Exhibitors must use the separate form to order the audio power connection.

7. <u>Lighting</u>

The hall lighting in Halls 6.1 - 10.1 will be switched off for the duration of gamescom. Exhibitors are responsible for lighting their own stands. The hall lighting will be switched on during the set-up period. To illuminate the stand areas in Halls 6.1 - 10.1, the hall lighting will be reduced to the minimum required level on the last two days of the set-up period. Lighting must be directed exclusively at the exhibitor's own booth; neighboring booths and hall aisles must not be affected. Necessary aisle and safety lighting is excluded from this.

8. <u>Fog, hazers, CO^2, lasers, or liquid nitrogen</u>

Special effects such as the use of fog, hazers, CO^2, lasers, and liquid nitrogen must be reported to Koelnmesse (Event Technology and Licensing Department) at least 6 weeks

before the start of construction in order to agree on further requirements. Please note section 5.10.3 of Koelnmesse's Technical Guidelines. Such special effects are not permitted in the business area. No artificial fog of any kind is currently permitted in Hall 10.

9. Separation from neighboring stands

A structural separation between the stand area and neighboring stands is mandatory. If you do not use your own stand construction system or rent one from Koelnmesse, opaque, 2.5 m high stand partition walls (rear and side walls) are mandatory. Roll-ups and poster displays are not permitted as stand boundaries. The stand boundary walls, which are subject to a charge, are not included in the stand space rental fee. Each exhibitor can order the rear and side walls required for their stand from the Koelnmesse Service Shop (https://service.gamescom.de).

10. Exhibitor and assembly & dismantling passes

10.1 Exhibitor passes

Main exhibitors receive the following free of charge, valid from the first day of construction to the last day of dismantling:

- 3 passes for a booth up to 20 square meters in size
- 1 additional pass for each additional 10 sqm or part thereof, up to a stand size of 100 sqm
- 1 additional pass for each additional 20 sqm over 100 sqm

The codes for the passes must be ordered by the exhibitor in the service shop. They must be redeemed online via the event's ticket shop. The passes and travel tickets can be used via the app for the respective event. The same data used in the ticket shop must be used to register in the app. Any additional codes required are also ordered from the service shop. The free quota is offset against the codes used for access in the final invoice. If the number of codes ordered and used for access exceeds the free quota, the exhibitor will be invoiced for these codes. For group organizers, please see the special conditions of participation for group participation.

10.2 Set-up and dismantling passes

Main exhibitors will also receive free passes for persons working on their behalf or on their account in connection with the setup and dismantling of the booth. These passes, which are created using these codes, are only valid until the start of the event or after its end during the setup and dismantling days, but do not entitle the holder to enter the grounds during the event. These codes can be ordered in the Service Shop. For group organizers, please see the Special Terms and Conditions for Group Participation.

10.3 Transfer of passes prohibited

Transferring passes to third parties—whether for a fee or free of charge—is prohibited and constitutes a serious violation of the conditions of participation within the meaning of Section VI of the General Part of the Conditions of Participation.

11. Sales regulations

In view of the specialist nature of the event, the direct sale of exhibits or samples at the exhibition stand and the public labeling of exhibition goods with prices is not permitted. Exhibitors in the merchandise area and the cards&boards area are exempt from this rule, where only licensed goods may be sold in accordance with the product group list, taking into account the "Rules for the areas: gamescom merchandise, cards&boards, and artist areas".

Lucky bags must be registered by June 30, 2027. The "Rules for the areas: gamescom merchandise, cards&boards, and artist areas" apply.

Publishing products such as trade publications and trade journals are also exempt from this rule. In addition, Koelnmesse is entitled to grant individual exhibitors an exemption from the sales ban upon request. Furthermore, exhibitors are also prohibited from concluding contracts outside the business area. Koelnmesse is entitled to carry out checks or have them carried out by an authorized third party and to take appropriate measures in the event of violations of these conditions. Koelnmesse is also entitled to close the stands of such exhibitors immediately. Claims for damages or reimbursement by the exhibitor are excluded in the event of such measures.

12 Free distribution of product samples (sampling) and promotional gifts

The free distribution of promotional gifts and product samples (sampling), in particular of energy drinks and other beverages and food, is generally prohibited. With the prior written permission of Koelnmesse GmbH, the distribution of product samples or promotional gifts is only permitted within the stand area specified in the admission permit. Distribution outside the stand area or to persons outside the stand area is not permitted. In addition, the distribution of (cardboard) stools is strictly prohibited for safety reasons. Walking acts are generally permitted, but they may not distribute any products, flyers, or similar items, and sampling in any form is not permitted.

13 Marketing services (gamescom now package/gamescom biz package), sublicense gamescom brands

13.1 Scope of obligatory marketing services

Koelnmesse publishes official trade fair media for this event.

The components of the gamescom biz package for main exhibitors, co-exhibitors, group organizers, and group participants in the business area are:

- Entry in the alphabetical exhibitor directory, including logo image in the online exhibitor search
- Unlimited number of product group entries & basic brand entries in the online exhibitor search
- gamescom biz presence:
    - Company profile on the gamescom biz digital platform
    - Lead tracking & reporting – onsite & online
    - Personal profiles for all team members
    - 10 entries: product/project presentation, job advertisement, or giveaway
    - Networking before, during, and after the event
- gamescom epix goodie integration

These obligatory marketing services are provided to all participating companies and co-exhibitors and incur the following costs: 345.00 Euro per main exhibitor, co-exhibitor, group organizer, group participant in the business area.

The components of the gamescom now package for main exhibitors, co-exhibitors, group organizers, and group participants in the entertainment area are:

- Entry in the alphabetical exhibitor directory, including logo display in the online exhibitor search
- Unlimited number of product group entries & brand entries Basic in the online exhibitor search
- Presence in gamescom now with your own partner page and unlimited number of product pages as well as unlimited number of streams & videos or, alternatively, for exhibitors in the indie area, artist area, or gamescom cards & boards areas, integration in a dedicated area on gamescom now with logo display and description

- Option for editorial integration in gamescom studio (subject to availability)
- Application for gamescom award (additional fee applies)
- Participation in gamescom EPIX via give away integration

These obligatory marketing services are provided to all participating companies and incur the following costs: 1020.00 Euro per main exhibitor, co-exhibitor, group organizer, group participant in the entertainment area (Exception: for exhibitors, co-exhibitors and group organizer or participants in the areas: indie area, artist area, gamescom campus, merchandise area and gamescom cards & boards costs are 345.00 Euro each).

Some of the marketing services listed above are subject to separate General Terms and Conditions of Business Services and the Terms of Use for Digital Services – Exhibitors 2027. These are available in the Service Shop or on the event website. You will receive all order information and documents relating to the marketing services offered from our official contractual partners. Please note that your company's participation will only be confirmed once it has been approved by Koelnmesse. Offers and order confirmations are therefore subject to the condition precedent that approval is granted. If the exhibitor has not placed an order with the official contractual partners by the editorial and advertising deadline, the information provided in the online registration will be used for inclusion in the official trade fair media, subject to a fee. Registrations and orders received after this deadline will also be included in the official trade fair media, if possible. Koelnmesse cannot guarantee the provision of all marketing services for orders and registrations received by Koelnmesse after the official editorial and advertising deadlines. In such cases, there shall be no claims of any kind, in particular claims for a reduction in the costs of inclusion in the official trade fair media or for damages.

13.2 Special data protection provisions Lead tracking

Trade fair visitors can voluntarily register. Other terms may apply, particularly when visitors can only purchase certain types of tickets by registering. Koelnmesse GmbH forwards the personal data from registered visitors to third parties only if the visitors first agree to have their data used in this way.

Neither the exhibitor, nor Koelnmesse GmbH nor any other third party can require visitors to take part in lead tracking in the event app and so to pass on their personal data. The exhibitor is obliged to delete the personal data that it has received as a result of lead tracking in individual cases if it is requested to do so by Koelnmesse GmbH or the visitor in question. Koelnmesse GmbH is not liable for the accuracy and completeness of the visitor registration data.

The exhibitor may only forward the personal data received as a result of lead tracking to third parties if and to the extent that the exhibitor has received express consent from the respective visitor. The exhibitor undertakes to use the personal data received as a result of lead tracking only in accordance with the legal regulations, especially those relating to data protection, and only for the exhibitor's own purposes. In this respect, the exhibitor shall exempt Koelnmesse GmbH from all claims by third parties.

13.3 Responsibility/indemnification of Koelnmesse

The publisher of the official trade fair media is Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, which in turn may commission another company for the practical implementation and advertising. The advertiser is responsible for the content of advertisements and entries and any damage resulting therefrom. With regard to the liability of Koelnmesse, the provisions on liability contained in the Conditions of Participation – General Section apply. Koelnmesse GmbH shall not be liable for property damage or personal injury in connection with the use of the trade fair app for the lead tracking service, unless Koelnmesse GmbH can be proven to have acted with intent or gross negligence. Liability is limited to foreseeable damages. Use of the trade fair app to utilize the lead tracking service is at your own risk . Koelnmesse endeavors to provide accurate information, but accepts no liability or guarantee for the topicality, accuracy, and completeness of the information provided.

Koelnmesse accepts no responsibility for the technical availability of the services offered. Warranty or damage claims of any kind in the event of a technical failure or other operational disruptions are excluded. In particular, maintenance, security, or capacity issues, as well as events beyond Koelnmesse's control (such as disruptions to public communication networks, power outages, etc.), may lead to short-term disruptions or temporary suspension of services. Koelnmesse does not guarantee that the websites will be available at all times and accessible to participants or that their content will be free of errors or technical faults. Koelnmesse is not liable for incorrect information caused or disseminated by participants and/or third parties, including cooperation partners, in connection with the ordering of tickets and catalogs for trade fairs and exhibitions of the Koelnmesse Group on the Internet. In particular, Koelnmesse accepts no liability if emails or data entries do not meet the technical requirements specified in these General Terms and Conditions or those specified for the website and are therefore not accepted and/or acknowledged by the system.

Koelnmesse is not liable for offers from third parties, in particular those related to the use of the lead tracking service.

Koelnmesse does not guarantee that all links and references to external content made in the context of using the lead tracking service are correct or complete.

13.4 Sublicense gamescom trademarks

Koelnmesse hereby grants the exhibitor (sublicensee) for the duration from the start of the contract until 4 weeks after the event in accordance with Section 1.1 a simple (non-exclusive) sublicense, which may also be granted to affiliated companies (Sections 15 et seq. AktG) or co-exhibitors, to use the gamescom trademarks in any media (in particular online, TV, print – but, for the sake of clarity, not the registration of own domains using the gamescom trademarks) to refer to its own participation in the event and its own exhibition stand. Any use beyond this, in particular for labeling, distribution, advertising, or other references to specific products, websites, platforms, online shops, or services of the exhibitor, or the registration of domains using the gamescom trademarks, is not covered by this sublicense and requires a separate written license agreement with the trademark owner, game. Whenever the gamescom trademarks are used, the requirements of the Brand Manual in effect at the time of use must be complied with. The design guidelines for the use of the gamescom logo are available here. The full Brand Manual is available upon request. Violations of the above provisions (including provisions of the currently valid brand manuals) entitle Koelnmesse to terminate this sublicense without notice. Other rights and claims of Koelnmesse and its licensor game remain unaffected.

14 Industrial property rights

14.1 Koelnmesse does not wish to have any exhibitors who, through the manufacture, marketing, distribution, possession, or promotion of their products in the broadest sense, violate laws for the protection of intellectual property or industrial property rights in the broadest sense. If a final court decision establishes that an exhibitor has violated laws of the type referred to in paragraph 1 in connection with a Koelnmesse event, Koelnmesse shall be entitled to exclude them from the next event of the same type following the final decision if there is sufficient suspicion of a renewed and repeated

violation of laws protecting intellectual property or industrial property rights.

14.2 For musical performances of any kind, permission from the Society for Musical Performing and Mechanical Reproduction Rights (GEMA) is required in accordance with the statutory provisions (Copyright Act).

15 Non-permissible advertising/violations of the Conditions of Participation

15.1 In order to ensure that the overall character of the event is safeguarded and the exhibitors and visitors are protected from irritating or illegal activities, the following advertising measures in particular are forbidden:

- Exceeding the bindingly specified construction height;
- Advertising measures outside the rented stand area without the prior written consent of Koelnmesse;
- Advertising of an ideological or political nature
- The exhibitor is responsible for the legal admissibility of competitions, raffles, etc. The sale of raffle tickets is expressly prohibited.

15.2 In the event of serious violations of the conditions of participation, Koelnmesse is entitled to close the exhibitor's stand immediately and to clear it itself without the need to seek legal assistance. Claims of any kind, in particular claims for damages, are excluded in such cases.

15.3 Dismantling the exhibition stand and/or exhibits before the end of the event constitutes a serious breach of these Conditions of Participation. Koelnmesse is entitled to impose a contractual penalty of up to EUR 5,000.00 for each case of non-compliance, depending on the severity of the case, and/or to exclude the exhibitor from subsequent events.

16 Protection of minors

Our youth protection regulations apply to the entertainment area. At the entrance, the organiser (Koelnmesse) will provide visitors with non-removable wristbands corresponding to the colours of the USK age ratings 12, 16 and 18. The wristbands will be issued based on the visitor's age as verified by means of a photo ID or a health insurance card bearing a photograph and will assist stand personnel in carrying out age checks.

Please note that wristbands will already be issued on the trade visitor day (Wednesday) and that age checks must also be carried out on the trade visitor day (Wednesday).

gamescom has an open public area whose stands must generally be accessible to visitors of all ages and to the entire family.

Content rated up to and including USK 12 may be presented openly at gamescom. The following requirements must be observed: The relevant USK sticker must be displayed in a clearly visible position on or next to every gaming station. A minimum size of 3.5 × 3.5 cm is recommended. Together with the USK certificate, the USK will also provide the relevant print files.

For displays showing content rated USK 12, exhibitors must bear in mind that younger visitors may watch the content even though they are not permitted to play the game themselves. No additional precautions are required for content rated USK 0 or USK 6.

Areas featuring content rated USK 16 or USK 18 must also be clearly marked next to the entrance. IARC ratings, for example from the Google Play Store or Nintendo eShop, are not valid for public events such as gamescom. Content rated USK 16 or USK 18, or content without a USK rating, may only be shown to the respective age group. Separate rooms, screens facing away from public view and privacy screens must be used to prevent younger visitors from viewing such content. Exhibitors must ensure that access checks are carried out by their stand personnel.

Koelnmesse reserves the right to prohibit content unsuitable for children and young people in public stage shows (e.g. highly sexualised performances).

The competent authority, the City of Cologne, will conduct increased on-site checks to ensure compliance with the German Youth Protection Act and will take appropriate legal action in the event of violations. In addition to the closure of the exhibition stand, violations may result in substantial fines. Further information is available here. here.

17 Involvement of creators or VIPs

If exhibitors plan to involve creators or VIPs in their trade fair appearance (e.g., community meetings, community activations, stage shows, other visits and appearances, etc.), these must be registered and approved at least 14 days in advance by the gamescom organizers at the following email address: security@koelnmesse.de. Koelnmesse reserves the right to cancel previously approved appearances at a later date if new findings or a changing overall situation at the event make it necessary to reassess the security risk associated with the appearance.

18 General section of the conditions of participation, technical guidelines

The provisions of the general section of the conditions of participation and the technical guidelines remain unaffected.

19 Written form requirement

All declarations must be made in writing.

20 Severability clause

Should individual or multiple provisions of these terms and conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract shall remain unaffected. The parties shall negotiate in good faith to replace the invalid provisions with valid provisions that come as close as possible to the economic purpose pursued by the invalid provisions. If the invalidity of a provision is based on a measure of performance or time (deadline or date) specified therein, the legally permissible measure that comes closest to the provision shall take its place.

Terms of Use – Digital Services - exhibitors 2027

1 Area of validity and contract partner

1.1 Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany, ("**Koelnmesse**") operates the digital offering "**gamescom now," the content hub for consumers, and the gamescom biz app for B2B users** (hereinafter referred to as "digital offering") in parallel with the gamescom event in Cologne.

1.1.1 Koelnmesse provides companies participating as exhibitors at the physical event with the opportunity to set up their own profile pages and integrate their own content within the scope of functions available in the digital offering, subject to the detailed provisions of these Terms of Use and the provisions of the General and Special Conditions of Participation.

1.1.2 If the physical event does not take place, the contract shall terminate in its entirety, including insofar as it relates to the digital offering. However, the exhibitor shall have the opportunity to re-register separately for the digital offering.

1.2 These Terms of Use and their annex(es) shall also apply to all future transactions, insofar as they are of the same nature and the parties refer to these Terms of Use.

1.3 The exhibitor's general terms and conditions shall not apply, even if Koelnmesse does not separately object to their validity. Deviating or conflicting terms and conditions shall therefore only apply if they have been accepted in writing by Koelnmesse.

1.4 The exhibitor can access the Terms of Use at any time on the website of the digital offering ("**website**"), save them and print them out.

1.5 Koelnmesse shall store this contract text after conclusion of the contract. The contract text is not accessible to the exhibitor, which is why the exhibitor is enabled to store it in accordance with section 1.4 above.

1.6 Separate General Terms and Conditions of Koelnmesse may apply to other services provided as part of of the digital offering (in particular advertising services). Koelnmesse will indicate the applicability of these separate General Terms and Conditions in an appropriate manner.

2 Requirements for admission as an exhibitor

The company obtains the status of exhibitor at gamescom within the meaning of these Terms of Use by participating in the physical event. Koelnmesse decides on admission as an exhibitor in accordance with the Conditions of Participation – General and Special Sections – and the Technical Guidelines.

3 Services provided by Koelnmesse to the exhibitor

3.1 gamescom now

3.1.1 gamescom now is designed as a content hub where partner and product pages can be set up and embedded video streams can be played via the video module. The gamescom now content management system (CMS) manages the stream keys and the associated metadata for the individual video formats. Additional company content such as text and images can also be accessed on the partner and product pages. This content is also managed by the content management system and can be uploaded and edited by the exhibitor in self-service mode. Gamescom now is aimed at the gaming community.

3.1.2 In connection with this content hub, Koelnmesse provides the following services to the exhibitor:

a) Setting up a separate partner page for the exhibitor in the content hub to present the company

b) Setting up separate product pages for the exhibitor in the content hub, enabling the exhibitor to present games/products on subpages of the partner pages on their own responsibility.

c) Possibility to embed digital content from the exhibitor, such as videos on demand and live streams into the central video player of the Content Hub (embedding possible from the following platforms: YouTube, Twitch)

d) The exhibitor can be found via the search integrated in the Content Hub (company name and name of the games/products)

e) Possibility to place digital content of the exhibitor on theme pages, at the sole discretion of the external editorial team of the Content Hub.

3.2 gamescom biz

Within the scope of gamescom biz, Koelnmesse provides the following services to the exhibitor:

a) Set up of a Company Profile on gamescom biz
b) Lead tracking & reporting – onsite & online
c) Use of team member profiles on the gamescom biz digital platform
d) Enabling up to 10 entries on the digital platform: product, service, job advertisement, or giveaway
e) Enabling networking before, during, and after the event

3.3 In addition, the exhibitor's content can be placed in gamescom show formats (gamescom: Opening Night Live, gamescom: Awesome Indies, and gamescom studio). The editorial selection for this placement is made by the external editorial teams of Koelnmesse's cooperation partners, but in consultation with the exhibitor, and is subject to a separate agreement between the cooperation partner and the exhibitor. The exhibitor has no claim to having their content selected for this purpose. However, the exhibitor has the option of purchasing advertising space in the gamescom show formats for a fee. This paid advertising space is subject to a separate agreement between Koelnmesse and the exhibitor.

3.4.1 Notwithstanding Section 3.4.2, the average availability of the Content Hub gamescom now / the digital platform gamescom biz is 97% on a monthly average at the network node data center. This does not include necessary planned maintenance work and disruptions beyond Koelnmesse's control, such as force majeure or failures due to incorrect integration of scripts by the exhibitor. Koelnmesse will, where possible, notify the exhibitor in good time in writing of any planned maintenance work at the email address provided in the registration form. However, Koelnmesse expressly reserves the right to carry out unannounced maintenance work if necessary, in particular if this is required for data and operational security.

3.4.2 Koelnmesse guarantees, within the scope of foreseeable requirements, the best possible reproduction of the digital offering in accordance with the usual technical standard. However, the exhibitor is aware that, given the current state of technology, it is not possible to create an offering that is completely free of errors. In particular, there is no error in the display if the impairment is caused by the use of unsuitable display software and/or hardware (e.g., browser) or by disruption of the communication networks of other operators or by computer failure at third parties (e.g., other providers), by incomplete and/or non-updated offerings on so-called proxies (caches).

4. Representation formats for exhibitors

4.1 gamescom now

4.1.1 Koelnmesse will set up a partner page for the exhibitor on the content hub.

4.1.2 The partner page can be personalized by the exhibitor using preconfigured templates. To do this, the exhibitor can enter company content such as logo, descriptive texts, media gallery with videos and photos, overview of games/products and links to the respective product pages, company-specific schedule, advertising for special promotions at gamescom, links to their own offers, websites, promotions (collectively "Exhibitor Content gamescom now") via an exhibitor backend. Koelnmesse reserves the right to impose customary restrictions with regard to file formats, sizes, and other technical requirements. The exhibitor will receive access to this backend from Koelnmesse.

4.1.3 The exhibitor may also enter video content such as shows, product announcements, talk formats, events, trailers, collaborations, or special promotions ("content," together with the exhibitor content gamescom now "content") via the exhibitor backend as a link to external content. Content is played via the video module as an embedded video stream on the partner site or made available as embedded video-on-demand on the partner site.

4.1.4 In addition to section 4.1.3 above, the following applies to live streams: Live stream content is played via the video module as an embedded video stream on the partner site and, in the case of editorial placement, on other pages of the content hub, and is then made available to users as video-on-demand content, also via embedding. In this context, Koelnmesse is entitled, in accordance with section 5.6, to exchange links on the partner and product pages if necessary to ensure the playability of the content.

4.1.5 The exhibitor backend for uploading content contains a field in which the exhibitor can set the publication date and time for the content (so-called embargo function). An algorithm can be used to enable the content to be played back according to the date entered by the exhibitor.

4.1.6 The content will go live on August 1, 2027, at the earliest, and will remain available to users on the website until the ticket shop opens in spring 2028, depending on the content (Premium Partner Contents). If this is not desired, the exhibitor can place embargoes (expiration dates) on their content or notify the external editorial team so that they can remove the content by September 30, 2027.

4.2 gamescom biz

4.2.1 Koelnmesse will send exhibitors a login so they can create their own profile page and, if necessary, other presentation formats.

4.2.2 Koelnmesse may supplement the exhibitor's publicly available information independently for the proper presentation of the presentation formats.

4.2.3 The presentation format "profile page" can be customized by the exhibitor within the framework of the template. For this purpose, the exhibitor can enter company content such as logo, descriptive texts, media gallery with videos and photos, overview of products, company-specific schedule, websites (together "exhibitor content gamescom biz"). The exhibitor receives access to the platform through Koelnmesse. Koelnmesse reserves the right to impose customary restrictions with regard to file formats, sizes, and other technical requirements.

4.2.4 The content can be edited independently by the exhibitor and will also be displayed in the digital offering after the event. The exhibitor can have this deleted on request.

5. Duties of the exhibitor

5.1 The exhibitor undertakes to keep the access data and passwords received from Koelnmesse confidential and to protect them adequately against unauthorized access. The exhibitor shall inform Koelnmesse immediately of any indications of unauthorized disclosure of access data and/or passwords and/or unauthorized access.

5.2 The exhibitor undertakes not to include any content in the digital offering and not to display any advertising on the exhibitor's presentation formats that does not correspond thematically to the product group directory in Appendix 1 and/or violates these Terms of Use, legal regulations, any regulatory requirements, official orders, data protection law, or public decency. Furthermore, the exhibitor undertakes not to include any content that infringes the rights of third parties, in particular copyrights or trademark rights. Koelnmesse reserves the right not to integrate or to block content if it is punishable under applicable law, is recognizably used to prepare criminal acts, or violates these Terms of Use or the product directory.

5.3 The exhibitor undertakes to refrain from any actions that jeopardize or disrupt the functioning of the digital offering and not to access data to which they are not authorized to access. Furthermore, the exhibitor must ensure that the content transmitted and posted in the digital offering is free of viruses, worms, or Trojan horses. The exhibitor undertakes to compensate Koelnmesse for all damages resulting from the exhibitor's failure to comply with these obligations and, in addition, to indemnify Koelnmesse against all claims by third parties, including attorneys' and court costs, which they assert against Koelnmesse due to the exhibitor's failure to comply with these obligations.

5.4 The exhibitor undertakes to pay in full all license and other fees and expenses (GEMA, artists' social security fund, foreigner tax) incurred for its music and other performances using audio and video media of all kinds. If the exhibitor fails to register or pay the applicable license and other fees and expenses, it shall indemnify Koelnmesse against any claims by third parties.

5.5 The exhibitor is advised that it must comply with any applicable requirements of the German Telemedia Act (TMG), in particular with regard to the imprint on its partner and product pages on gamescom now or on the company profile page in gamescom biz, and must label all content entered by it as content from this exhibitor.

5.6 The exhibitor undertakes to enter correct and functional links for embedding content via the exhibitor backend of gamescom now. Koelnmesse is entitled to replace links on the partner and product pages if necessary to ensure that the content can be played.

5.7 The exhibitor undertakes to participate in a CMS workshop if they are not yet familiar with the CMS and/or feel unsure about integrating their content in self-service mode.

6 Further rules for exhibitors

6.1 Content requirements

6.1.1 The exhibitor undertakes not to post any content or advertise any content whose distribution in broadcast or telemedia is prohibited. In particular, they shall not post any content or advertise any content whose distribution is punishable by law or which is likely to endanger the development of children or young people or their education into responsible and socially competent personalities (e.g., indexed content). The same applies to content that the exhibitor integrates from external sources, including third-party sources. If content is labeled in accordance with the Youth Protection Act, the exhibitor must clearly indicate this.

6.1.2 Koelnmesse takes measures to ensure that children and young people under the age of 18 do not normally view the content posted on the gamescom now content hub in accordance with the JMStV. The Entertainment Software Self-Regulation Body (USK) is the official youth protection partner of gamescom. To this end, Koelnmesse has joined the USK as a legally recognized self-regulatory body through membership. The exhibitor undertakes to submit content that contains unconstitutional characteristics to the USK for review in advance. The exhibitor is solely responsible for compliance with youth protection on external platforms and other offerings that are not attributable to Koelnmesse.

6.2 Granting of rights usage rights to Koelnmesse

6.2.1 The exhibitor irrevocably transfers to Koelnmesse the non-exclusive usage rights and exploitation rights without limitation in time or space to the content made available by the exhibitor. This transfer of rights is intended to enable Koelnmesse to exploit the content commercially or non-commercially itself or through its affiliated companies in the sense of Section 15 ff. of the Stock Corporation Act (AktG) in the context of the services of Koelnmesse in connection with the digital product.

6.2.2 The grant of rights is not solely concerned with the digital product and also comprises the following rights:

6.2.2.1 The right to use, reproduce, save on all known storage media and to publically present, in the context of the website and in the digital product, the content in whole or in part, however solely for viewing.

6.2.2.2 The right to further develop the content for these purposes, e.g. by translation into other languages

6.2.2.3 The right to edit the content for optimal presentation in the digital product.

6.2.2.4 The right to add advertising to the content or parts thereof, with the exception of the partner and product pages of gamescom now and the profile pages in gamescom biz

6.2.2.5 The right to combine the content with other content or other creations.

6.2.3 The exhibitor waives the rights according to subsections 12, 13 Subdivision 2 of the Act on Copyright and Related Rights (UrhG), the right to recognition of authorship (Section 13 Sentence 2 UrhG), however only to the extent that this is usual in this sector.

6.2.4 Koelnmesse accepts the transfer and the grant of rights.

6.3 The transfer and granting of usage rights will remain effective until 11:59 p.m. CET on August 1, 2027.

7 Secrecy and confidentiality

7.1 The parties undertake to treat the confidential information received from the other party in accordance with Section 7.2 ("**Confidential Information**") as strictly confidential (i.e., in particular, to refrain from unauthorized use, disclosure, publication, or distribution of this information) with at least the same care that they apply to their own confidential information. The receiving party may only use this Confidential Information for the purpose of performing and enforcing this Agreement. The receiving party may not use the Confidential Information for its own purposes or for the purposes of third parties, nor may it make the Confidential Information the subject of any intellectual property rights applications. The receiving party shall not observe, examine, reverse engineer, or test any products or items provided that contain Confidential Information without the consent of the disclosing party.

7.2 Confidential information includes, in particular, any information, documents, papers, records, notes, documents, and electronic files that are subject to appropriate confidentiality measures and are marked as confidential or are to be regarded as confidential based on the nature of the information or the circumstances of its transmission. Confidential information also includes information that becomes known during an oral presentation or discussion.

7.3 The obligation to maintain confidentiality and not to use the Confidential Information shall not apply if

- was known to the receiving party prior to disclosure,
- was known to the public or generally accessible prior to the disclosure,
- becomes known or generally accessible to the public after disclosure without the involvement or fault of the informed party,
- essentially corresponds to information that was disclosed or made accessible to the recipient by a third party authorized to do so, or
- was developed or discovered by the respective party itself, provided that this is documented by written records of that party or in any other way and no obligations set forth in this agreement are circumvented.

7.4 Furthermore, the obligation of confidentiality shall not apply in the event that a party is required to disclose Confidential Information pursuant to statutory provisions or by virtue of an unappealable decision of a court or administrative authority.

7.5 The parties shall store all documents or data carriers provided by the other party separately from their other documents. Confidential information shall be protected against unauthorized access and use by appropriate confidentiality measures. This also includes technical and security measures in line with generally accepted procedural descriptions and industry standards, as well as the obligation of employees to maintain confidentiality and observe data protection regulations.

7.6 The information provided or parts thereof may only be disclosed to employees, bodies, representatives, external consultants (e.g. lawyers) and/or permitted subcontractors (e.g., freelancers) of the respective receiving party and/or its permitted subcontractors (hereinafter referred to as "representatives") who need the information to perform their duties in accordance with the contract, who have been adequately informed of the confidentiality of the information provided, and who are themselves subject to appropriate confidentiality obligations. The parties shall be liable for breaches of confidentiality by their representatives and agents as if they were their own fault.

7.7 The receiving party shall immediately notify the disclosing party in writing if it becomes aware of any unauthorized use or disclosure of the disclosing party's Confidential Information, and shall, at the request of the disclosing party, take all reasonable measures to prevent further unauthorized use or disclosure of the disclosing party's Confidential Information.

7.8 Each party shall be obliged, upon request by the other party, to return all Confidential Information received in writing or otherwise recorded, including any copies made, to the requesting party within ten (10) days or to confirm in writing the destruction of the Confidential Information, unless the requested information is not due to the other party under the purpose of the contract or unless the other party is obliged to store it independently in accordance with statutory retention requirements. This does not apply to Confidential Information whose destruction would require disproportionate technical effort, e.g., because it has been stored in a backup file due to an automated electronic backup system for securing electronic data, which is, however, overwritten at regular intervals anyway.

7.9 The obligations of the parties provided for in this confidentiality agreement shall continue to apply for five years after termination of the contractual relationship between the parties. This does not apply to trade secrets, for which the obligations shall continue to apply for as long as they are protected as trade secrets.

7.10 The above provisions do not establish any intellectual property rights. All rights of use granted under this contract remain unaffected by the above provisions of this Section 7.

8. Liability of the exhibitor; indemnification

8.1 The exhibitor is liable for ensuring that its content in the respective presentation formats does not violate any patent rights, utility model rights, copyrights, trademark rights and/or design rights or comparable property rights of third parties and other statutory provisions, in particular those of the criminal law and the law concerning the protection of minors.

8.2 The exhibitor indemnifies Koelnmesse against all claims by third parties that may be asserted by such parties against Koelnmesse or its licensees due to the infringement of property rights by the content provided by the exhibitor in the context of this contract insofar as the exhibitor is at fault for said infringement. Koelnmesse will immediately notify the exhibitor of any claims asserted by third parties and at its own discretion will either entrust the defence of these claims to the exhibitor or coordinate the defence with the exhibitor. Koelnmesse will neither recognize nor accept as undisputed claims by third parties without consulting the exhibitor. The indemnity also applies to all appropriate defence costs of Koelnmesse, including lawyers' fees, authorities' and court costs, and all other required expenses as are generally accepted in the sector and are not limited to the statutory fees.

8.3 Insofar as third-party rights are opposed the exhibitor shall, at the exhibitor's discretion and expense, either acquire corresponding rights for Koelnmesse or replace or change the affected parts of the performance in such a manner that the property rights of third parties are not infringed yet the agreed performance features are retained. If this is not possible for the exhibitor under appropriate conditions and within an appropriate time, Koelnmesse shall be entitled to assert its statutory rights.

9 Liability of Koelnmesse

Koelnmesse's liability shall be governed exclusively by the following provisions.

The liability of Koelnmesse is solely according to the following stipulations.

9.1 Koelnmesse bears unlimited liability for intent and gross negligence and for damages resulting from culpable loss of life, bodily injury or damage to health.

9.2 In cases of simple negligence Koelnmesse is liable where a breach of an essential contractual obligation has occurred. An essential contractual obligation in the sense of this Item 9.2 is a duty the fulfilment of which first makes the performance of this contract possible and on the fulfilment of which the contract partner may thus regularly rely.

9.3 The liability according to Item 9.2 is limited to those damages typical and foreseeable at the time of the conclusion of the contract.

9.4 The liability of Koelnmesse according to Item 9.2 is limited in the event of a loss of data to the costs that would have been incurred in restoring a regular backup of the data by the dealer.

9.5 Insofar as provisions of tenancy law are applicable to this contractual relationship the following shall apply: The strict liability for initial defects according to Section 536a (1) Alt. 1 of the German Civil Code (BGB) is excluded. Also excluded is the exhibitor's right to remedy the defect itself according to Section 536a (2) BGB.

9.6 The limitations of liability apply correspondingly in favour of the employees, authorized representatives, and vicarious agents of Koelnmesse.

9.7 Any possible liability of Koelnmesse for guarantees explicitly designated as such and for claims due to the Act on Liability for Defective Products (ProdHaftG) remains unaffected.

10. Commercial property rights

10.1 Koelnmesse does not want any exhibitors who in the process of producing, disseminating, selling, owning or advertising their products in the broadest sense violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense. It is the responsibility of the exhibitor to ensure that the content brought into the digital product is not in violation of property rights.

10.2 If a final court decision has determined res judicata that a exhibitor in connection with one of Koelnmesse's digital products has violated laws of the kind mentioned in Paragraph 1, Koelnmesse is entitled to bar that exhibitor from the next digital products of this kind after the res judicata court decision if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

10.3 The protection of inventions for patent registration is the exhibitors' business. The exhibitor must ensure that its inventions are if necessary registered at the German Patent and Trade Mark Office for the Federal Republic of Germany and/or according to the European Patent Convention at the European Patent Office in good time prior to the beginning of the digital product.

10.4 The exhibitor declares bindingly and irrevocably that it itself created the products exhibited by it in the digital product or that they are permissible copies or imitations of other suppliers or other third parties. The exhibitor undertakes to respect the preferential property rights of the third parties.

11. Concluding provisions

11.1 The language of the contract is German. The German version of these Terms of Use is binding for the interpretation of their provisions. The English version is solely for the purpose of information.

11.2 In the event that one or more provisions of this agreement should be deemed to be or become invalid, the remaining provisions will remain in full force and effect. Invalid provisions are wherever possible to be replaced by such effective conditions as essentially achieve the same economic objectives as pursued.

11.3 In the event of contradictions between the Registration Form and these Terms Use the rules of the Registration Form take precedence over the Terms of Use.

11.4 The substantive law of the Federal Republic of Germany shall apply to this contract and all claims arising from and in connection with it. The UN Sales Convention shall have no application to this contract.

11.5 Should the exhibitor have no place of general jurisdiction in Germany or in another EU member country or should the exhibitor be a merchant or should the exhibitor's permanent

residence be relocated abroad after the coming into effect of this contract or should the exhibitor’s permanent residence or habitual residence at the time of the institution of proceedings be unknown the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of Koelnmesse

residence be relocated abroad after the coming into effect of this contract or should the exhibitor’s permanent residence or habitual residence at the time of the institution of proceedings be unknown the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of Koelnmesse

Product group directory

Hardware	***Hardware***
Plattformen/Technologien	***Platform/Technologies***
PC	*PC*
Konsolen	*Consoles*
Mobile Endgeräte/Handhelds	*Handhelds*
Tablets	*Tablets*
Handys/Smartphones	*Mobile phones/smart phones*
Netbooks/Notebooks	*Netbooks/Notebooks*
Augmented Reality	*Augmented Reality*
Mixed Reality	*Mixed Reality*
Virtual Reality (VR)	*Virtual Reality (VR)*
Mobile VR	*Mobile VR*
Komponenten/Zubehör	***Components/Accessories***
Monitore	*Monitors*
Beamer	*Projectors*
Eingabegeräte (Joystick, Maus, Trackball, Mikrofon, Gamepad, Fernbedienungen, etc.)	*Input peripherals (joysticks, mice, trackballs, microphones, gamepads, remote controls etc.)*
Tragbare VR Technologien	*Portable VR Technologies*
Lautsprecher	*Loudspeakers*
Laufwerke	*Drives*
Grafikkarten	*Graphics cards*
Soundkarten	*Sound cards*
Controller	*Controllers*
Keyboards	*Keyboards*
Lenkräder/Pedale	*Steering wheels/pedals*
Displays	*Displays*
Speichermedien	*Memory Media*
Adapter	*Adapters*
Netzwerk/Server	*Networks/servers*
eToys	*eToys*
Medienvervielfältiger/Leermedien	*Media duplicators/blank media*
Taschen	*Bags*
Headsets	*Headsets*
Kopfhörer	*Headphone*
Gaming-Chairs	*Gaming-Chairs*
Sonstige	*Other*
Pflege, Reinigung, Reparatur	***Care, cleaning, repair***
Pflege/Reinigung	*Care/cleaning*
Reparatur/Wartung	*Repair/maintenance*
Folien-Spezialtücher	*Foil/special cloths*
Software	***Software***
Entertainment (Games)	***Entertainment (Games)***
Action/Adventure	*Action/Adventure*
Jump and Run	*Jump and Run*
Rennspiele	*Racing games*
Rollenspiele	*Role-playing games*
Geschicklichkeit	*Dexterity*
Management	*Management*
Simulation	*Simulation*
Sport	*Sport*
Strategie	*Strategy*
Family Entertainment	*Family Entertainment*
Metaverse	*Metaverse*
Edutainment	***Edutainment***
Lernsoftware	*Learning software*
Schulsoftware	*School software*
Sprachen	*Languages*
Kindersoftware	*Children's software*
Online-Edutainment	*Online edutainment*
Infotainment	***Infotainment***
Digitalfotografie, Bildbearbeitung	*Digital photography, image processing*
Kartografie/Reisen	*Cartography/travel*
Homeanwendung	*Home use*
Musik	*Music*
Desktop Utilities	*Desktop utilities*
Film/TV-Bearbeitung	*Film/TV processing*
Online-Infotainment/Home-Business	*Online Infotainment/Home Business*
Development	***Development***
Developer allgemein	*Developer in general*
Developer PC	*Developer PC*
Developer Konsole	*Developer consoles*
Developer Mobile Endgeräte	*Developer handhelds*
Middleware	*Middleware*
Sonstige Services	*Other services*
Sonstige Software	***Other software***
eSports	***eSports***
eSports Veranstalter	*eSports organizer*
eSports League	*eSports league*
eSports Verein	*eSports association*
eSports Facilityanbieter	*eSports facility provider*
Sportvermarkter	*Sports marketer*
Aus- und Weiterbildung	***Education/further training***
Ausbildungseinrichtungen	*Training institutions*
Bildungseinrichtungen	*Educational institutions*
Universitäten/Hochschulen	*Universities*
Recruiting	*Recruiting*
Verbände/Öffentliche Einrichtungen	***Associations/public institutions***
Ministerien	*Ministeries*
Verbände/Vereine	*Associations/clubs*
Initiativen	*Initiatives*
Organisationen	*Organisations*
Dienstleister	***Service providers***
Agenturen	*Agencies*
Merchandising-Agenturen	*Merchandising agencies*
Merchandising-Lizenznehmer	*Merchandising licensees*
Consulting/sonstige Dienstleistungen	*Consulting/other services*
Ladenbau	*Shopfitting*
Medienverpackungen	*Media packaging*
Presswerk	*Pressing plants*
Payment Services	*Payment services*

Kanzleien	*Chancellery*
Medien, Telekommunikation und Internet	***Media, telecommunications and internet***
Telekommunikation und Internet	***Telecommunications and internet***
TK-Content-Provider	*Telecomms content providers*
Internet-Dienstleister	*Internet service providers*
Internet-Content-Provider	*Internet content providers*
App Stores/Downloadportale	*App Stores/Downloadportals*
Netzwerkbetreiber	*Network operator*
TK-Provider	*Telecomms provider*
Medien	***Media***
Verlage	*Publishing houses*
Printmedien	*Print media*
Medienanstalten	*Media events*
Onlinemedien	*Online media*
Soziale Netzwerke	*Social network*
NFT	*NFT*
Film- und Serienentertainment	*Streaming-Services*
Manga & Anime	*Manga & Anime*
Sonstiges	***Other***
Nahrungsergänzungsmittel für Gamer	*Food supplements for gamers*
Non-Endemics (Es gelten die Regelungen für nicht-endmische Aussteller)	*non-endemics (The Requirements for non-endemic exhibitors apply)*
Merchandising Produkte	***Merchandising products***
Plüsch & Puppen	*Plush & puppet*
Collectibles, Figuren & Statuen	*Colectibles, Figures & statues*
Textilien & Taschen	*Textiles & pockets*
Geldbörsen	*Wallets*
Geschirr	*Dishes*
Schmuck & Pins	*Jewellery & pins*
Schlüsselanhänger	*Key jobs*
Uhren &Wecker	*Watches & alarm-clocks*
Spardosen	*Saving boxes*
Poster, Bilder & Artbooks	*Poster, imagery & artbooks*
Kalender & Notizhefte	*Calendar & pocketbooks*
Stifte & Mäppchen	*Pens & pencil cases*
Magnete & Sticker	*Magnets & sticker*
Feuerzeuge	*Lighter*
Brett- & Kartenspiele	*Board and card games*
Mousepads	*Mousepads*
Zeichnungen / Illustrationen	*Drawings / Illustrations*
Comics, Cartoons, Graphic Novels	*Comics, Cartoons, Graphic Novels*
Musik (CDs/ Schallplatten); Thema Soundtracks zu Videospielen	*Music (CDs / Vinyl Records); Theme: Video Game Soundtracks*
Puzzle/ Klemmbausteine; Thema Bausätze mit Anime bzw. Videospielbezug	*Puzzles / Building Bricks; Theme: Anime- or Video Game-related Building Sets*
cards & boards Produkte	***cards & boards products***
Aufbewahrungsboxen & Spielertaschen	*Storage Boxes & Gamer Bags*
Brett- & Kartenspiele	*Board & Card Games*
Einzelkarten, Boosterpacks & Displays	*Single Cards, Booster Packs & Display Boxes*
Farben & Mal-Equipment	*Paints & Painting Equipment*
Kampagnen- & Szenariobücher	*Campaign & Scenario Books*
Miniaturen (Kunststoff, Resin, Metall)	*Miniatures (Plastic, Resin, Metal)*
Regelhefte & -werke & Referenzkarten	*Rulebooks & Reference Cards*
Rollenspielzubehör (Münzen, Karten, Bücher, Requisiten)	*Role-Playing Game Accessories (Coins, Cards, Books, Props)*
Sammelboxen & -ordner	*Collection Boxes & Collector Binders*
Schutzhüllen	*Card Sleeves*
Spielbretter, -figuren & -pläne	*Game Boards, Game Pieces & Game Maps*
Spielkarten (Standard- & Spezialdecks)	*Playing Cards (Standard & Specialty Decks)*
Spielmatten	*Playmats*
Tabletop (Geländezubehör)	*Tabletop (Terrain Accessories)*
Taktische Karten & Battlemaps	*Tactical Maps & Battle Maps*
Trading Card Games	*Trading Card Games*
Umbau- & Modellierzubehör (sofern mit der Geländesicherheit vereinbar)	*Conversion & Sculpting Supplies (Subject to Venue Safety Requirements)*
Würfel & Beutel/ Schalen/ Unterlagen/ Türme	*Dice & Bags/ Trays/ Mats/ Towers*
artist Produkte	***artist products***
Anhänger	*Pendants / Charms*
Kissen	*Cushions*
Magnete	*Magnets*
Manga, Comics & Bücher	*Manga, Comics & Books*
Pins	*Pins*
Playmats	*Playmats*
Postkarten	*Postcards*
Poster	*Posters*
Prints	*Prints*
Sticker	*Stickers*
Taschen	*Bags*
Tassen	*Mugs*
T-Shirts	*T-Shirts*