

GENERAL TERMS AND CONDITIONS OF USE (GTC)

Updated: 12 June 2024

The following Terms and Conditions of Use apply to all applicants to and participants in the 2024 MK&G messe (fair for craft and applied arts).

Dating back over 130 years, the MK&G messe is Germany's oldest and most established arts and crafts forum. It is directed toward renowned international artisans as well as young exhibitors from Germany and other countries. The fair for craft and applied arts, initiated by the Museum für Kunst und Gewerbe Hamburg and its association of friends, the Justus Brinckmann Gesellschaft, aspires to present artisanal masterpieces, works of uncompromising quality and beauty, but also experimental and uncomfortable positions. What all these works have in common is their high-quality and responsible production in the artists' own workshops and the shared understanding and appreciation of long-lasting and sustainably designed products. Participants are selected by a top-class expert jury. The event organisers are the Museum für Kunst und Gewerbe Hamburg and die Justus Brinckmann Förder-GmbH.

Overview

Application period begins: Monday, 1 April 2024

Application deadline: Friday, 30 May 2024

Applications accepted online at mkgmesse.de

Fair Opening and Awards Ceremony:

Tuesday, 26 November 2024

Fair dates: Wednesday, 27 November through Sunday,
1 December 2024

Opening hours: Tuesday, Wednesday (special opening hours until 9pm),

Friday, Saturday, Sunday 10am – 6pm, Thursday 10am – 9pm

Event organiser: Museum für Kunst und Gewerbe Hamburg in cooperation
with the Justus Brinckmann Förder-GmbH

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kontakt@mkgmesse.de

Exhibition venue: Museum für Kunst und Gewerbe, Steintorplatz, 20099
Hamburg, Germany

Information: mkg-hamburg.de and mkgmesse.de

MK&G messe
Museum für Kunst und Gewerbe
Hamburg
Justus Brinckmann Förder-GmbH
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Tulga Beyerle
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Hamburger Sparkasse
BIC: HASPDEHHXXX
IBAN: DE72200505501026214989

Company headquarters: Hamburg
Registry court: Amtsgericht Hamburg
HRB 61991

Executive Director:
Isabelle von Schilcher
VAT ID: DE 291156428

Eligibility requirements

I. Call for applications

The invitation to apply is directed toward renowned international artisans as well as young exhibitors from Germany and other countries. Participants are selected by a top-class expert jury according to their free and appropriate judgement. Application does not constitute a legal claim to acceptance. Acceptance does not constitute a legal claim to the assignment of a specific exhibition stand.

II. Prizes

Two prizes are awarded at the MK&G messe. The winners will be selected by the jury on the opening day, 26 November 2024. Prizes will be awarded in the evening during the opening celebration. The winner of the Justus Brinckmann Main Prize may participate in the next trade fair without applying.

III. Set-up

1. Within the framework of the MK&G messe, the Museum für Kunst und Gewerbe Hamburg together with the Justus Brinckmann Förder-GmbH ("the Organiser") will provide the exhibitors ("the Exhibitor") with a space not specified in advance in further detail, with furnishings and a basic supply of electricity and light, for the duration of the exhibition period.
2. The Exhibitor will be informed about the size and location of the exhibition stand beginning in September 2024. Furnishings are also included in the participation costs; they will be provided, set up and taken down by the Organiser. The lighting equipment that provides illumination for the stand will also be provided by the Organiser. Changes or exchanges of furnishings are permitted only in exceptional cases and in consultation with the Organiser. The use of the Exhibitor's own furnishings is permitted only in justified cases and in prior consultation with the Organiser. Walls may not be changed unless a prior agreement has been made with the Organiser.
3. Exhibitors will be informed in a timely manner about the beginning and end of the stand set-up period as well as their personal set-up times. In order to ensure optimal usage of the personnel and equipment resources that will be made available to them, the Exhibitor shall agree to observe this set up appointment. During the set-up period, employees of the Organiser will be available to help with transportation and orientation. The Organiser plans to make a lockable storage space available for the exhibitors. As only a limited amount of space is available here, it will be necessary to register in advance for this space.

IV. Exhibition

1. The award jury will begin its rounds on 26 November 2024 at 10:00 am and will select the prize winners; no further set-up activities will be permitted from this point on. The jury reserves the right to conduct a final review of the exhibition stands and to make suggestions for changes to the Exhibitors in the interest of an aesthetically consistent overall appearance.

Young talents and other participants who attend the fair by invitation are excluded from the awarding of prizes.

2. The exhibition stands must be manned throughout the opening hours of the Fair, either by the Exhibitor themselves or by a representative.

3. The Exhibitor may not participate in any other fair or exhibition in Hamburg for the duration of the fair at the Museum für Kunst und Gewerbe.

4. In light of the specialized character of the event, the direct sale of exhibition pieces or objects at the exhibition stand is expressly encouraged. All objects on display must be available for purchase. Every Exhibitor is required to provide a price list. During the exhibition, every Exhibitor must keep close watch on their display case and the key provided.

V. Disassembly

1. Exhibition stands are generally disassembled immediately on the last day of the Fair, 1 December 2024 beginning at 6:00 pm. Exhibitors will receive information on disassembly in a timely manner.

VI. Liability and security

1. Exhibitors must follow the instructions of the Organiser. In case of any damage to the building, fixtures or presentation furnishings made available by the organiser, the person who caused the damage shall be held liable.

2. The Exhibitor is responsible for the security of their stand. The Organiser assumes no liability for Fair exhibition pieces. Further, the Organiser assumes no liability for any damage or injuries suffered by the Exhibitors or their employees that are not the fault of the Organiser. The Organiser is liable for damages or injuries caused by employees or other assistants or subcontractors of the Organiser during the set-up, running and disassembly of exhibition stands and exhibition pieces only in the case of gross negligence or intent, unless the damage is due to culpable violation of substantial contractual obligations or damage to life, body or health. In the case of damages or financial loss due to negligence, the Organiser shall be liable only in cases of violation of major contractual obligations; however, this liability shall be limited to the amount of typical and foreseeable damage that the Exhibitor must expect in the context of participation due to the conditions known to them at the conclusion of the contract.

3. The Organiser shall not take out any insurance. Every Exhibitor must provide for their own insurance against theft or any other possible damages to their own exhibition pieces.

4. Entrance checks will be carried out in order to prevent theft during the event. Every Exhibitor will receive ID badges for themselves and their helpers. These badges must be picked up at the Museum gate and their receipt acknowledged with a signature immediately before set-up. Every Exhibitor and their helpers must have a badge on their person during the entire set-up and disassembly period.

5. The Organiser reserves the right to postpone, shorten, extend or discontinue the event, as well as to close it temporarily or permanently,

partially or fully should unforeseen circumstances make such an action necessary. Such circumstances may include force majeure – particularly in connection with the SARS-CoV-2 virus or similar virus-related pandemics and the limitations associated with them, including travel limitations and quarantine regulations – natural disasters, war, unrest, strikes or breakdown or obstruction of transport and/or communications. In case of postponement, shortening, extension or closure, the Exhibitor is not entitled to claim compensation for any damages they may have incurred as a result.

6. In addition to the house rules of the Museum für Kunst und Gewerbe Hamburg, which may be consulted at the information stand in the foyer, the following specific rules shall apply during the event:

- a. In the case of damage to the building or its fixtures, the person who caused the damage shall be liable.
- b. Smoking is not permitted anywhere in the building of the Museum für Kunst und Gewerbe Hamburg.
- c. The consumption of food and drink is prohibited in the exhibition spaces of the MK&G messe.
- d. No highly flammable, burning dripping substances, toxic gases or intensely smoke-forming materials may be installed at exhibition stands; this includes most thermoplastic materials such as polystyrene (Styrofoam). Otherwise, the Organiser's fire prevention code shall be in effect. The Organiser may demand that any violations be removed immediately. Likewise, the Organiser may demand the removal of any objects which, due to odour, noise or appearance, constitute a significant disturbance to the Fair's operation or a danger to the safety of Exhibitors or visitors. In the case of repeated or sustained violations, the closure of an exhibition stand may be ordered and carried out at the expense of the Exhibitor.

7. Furthermore, the Exhibitor shall accept the hygiene concept of the Organizer that is in effect at the time of the event and shall agree to behave in accordance with any requirements included in it, especially measuring temperature, rapid testing, etc. The Organiser otherwise reserves the right to exclude the Exhibitor from the event at any time and shall not be liable for any damages that may arise from this exclusion.

VII. Press and public relations and image rights

1. The Organiser assumes responsibility for all press and publicity work related to the event.
2. The Organiser shall prepare the print material necessary for advertising and publicising the event (invitations, flyers, posters and other advertising material as needed).
3. Every Exhibitor shall receive 10 invitations/flyers for the MK&G messe for their own use. The Organiser will inform the Exhibitor when the publicity materials are available; they will then be sent to the exhibitor as soon as possible and free of charge.

4. During the application period, the Exhibitor shall make all texts and photos necessary for the selection process and for press and public relations work available to the Organiser (photos in .JPG file format, 2480 x 3508px, max 3 MB per image). The Organiser is entitled to translate the exhibitor's texts into English and to use and publish such translations to the same extent as the original versions.

The Exhibitor warrants that the presentation of the objects (in text and photos) which he/she provides to the Organiser for the purpose of advertising the fair does not deviate significantly from the objects and their appearance which the Exhibitor will exhibit at the fair.

The Exhibitor shall ensure that all material they provide to the Organiser or exhibit in the context of the application process or during the event is free of third-party rights, and that in particular, no copyrights, privacy rights, trademark rights, design rights, patent rights, etc. are violated and that there is no known violation of rights with regard to the material or its transmission or usage. Insofar as any third-party rights to material exist, the Exhibitor ensures that they have obtained the necessary permissions/rights of usage for this material, including the right of publication according to Par. VII.7. The Exhibitor bears sole responsibility for materials and content that they submit and exhibit. Texts and photos entrusted to the Organiser may be used only for the purposes agreed to in this contract. Any further usage is subject to prior agreement with the Exhibitor.

5. The Exhibitor pre-emptively releases the Organiser from all claims, including claims for damages or costs incurred for appropriate legal defence, that third parties may assert against the Organiser due to violation of their rights through the content and materials provided by the Exhibitor. All of the Organiser's further rights and claims for damages remain unaffected.

6. Within the context of the press and public relations work for the event the Organiser shall select from all the materials submitted by the Exhibitor an appropriate number of images for press coverage purposes. The determination of selection criteria and selection of image subjects is at the sole discretion of the Organiser.

7. The Organiser reserves the right to produce visual images and sound recordings of the Exhibitor as well as their material as it was made available to the Organiser or exhibited during the application process or in the course of the event. The Organiser and third parties authorized by the Organiser reserve the right to publish the material and images of it as well as the name of the participant in all the usual channels in order to publicise and report on the event, especially on the Organiser's website, all social media platforms, in printed materials and in film and television.

Furthermore, the organiser is entitled to use and publish photographs of the winners of the main prize and the sponsorship award for the key visuals as part of the promotion of future MK&G trade fair events, in particular subsequent MK&G trade fairs. For these purposes, the winners of the main prize and the sponsorship prize also undertake to provide the organiser

with suitable photographic material in the form of 5 high-resolution photos of their work, including the necessary rights of use, on request.

VIII. Participation costs

In the case of admission to the MK&G messe, the Exhibitor undertakes to pay a participation fee of € 660.00 (plus VAT). This amount is payable within 14 days of receipt of the invoice, but no later than 1 October 2024. No further costs will be charged by the Organiser. The Organiser shall not earn any commission from revenue earned by the Exhibitor. The Exhibitor shall further bear their own costs for the transport of exhibition pieces to and from the event as well as for room and board during the Fair period.

IX. Termination of the contract

The participant shall not be permitted to simply terminate the contractual relationship once a binding application and acceptance has taken place. As each participant is selected by the jury, an exhibition space left vacant by the withdrawal of an Exhibitor cannot be otherwise allocated at short notice. For this reason, in the case of withdrawal or cancellation, the participant shall nevertheless be obligated to pay the full participation fee.

X. Domiciliary rights

The Organiser shall maintain domiciliary rights over the entire exhibition premises during the set-up, exhibition period and disassembly period of the event.

XI. Hybrid or digital events

In view of the coronavirus pandemic, the Organiser reserves the right to carry out the event in a hybrid or digital form. The Exhibitor declares their consent to such a format and shall make every effort to contribute to the digital adaptation of their stand. In particular, the Exhibitor agrees that in such a case, they as well as their stand and its material shall be made available in audio and visual format to a limited circle of digital visitors via a stream and/or video on demand and/or similar format, and that they will provide the Organiser with the necessary usage rights for this purpose.

XII. Miscellaneous

1. The Exhibitor is prohibited from transferring the rights and obligations of this contract or the exercise thereof to any third party, either in whole or in part without the prior written consent of the Organiser.
2. The Exhibitor may not share any confidential information related to the event or the Organiser with any third party without the prior written consent of the Organiser, provided that this will not hinder the Exhibitor from fulfilling any disclosure obligations (e.g., to an employment agency or tax authority).
3. The Organiser's data protection notice (as a downloadable PDF) is available here: mkgmesse.de/bewerbung

4. Any changes, additions or supplementary agreements to this contract must be made in writing. This rule also applies to the revocation of this written form clause.

5. If any one or more of the provisions in this contract become ineffective, void or incomplete, the validity of the remaining contract shall remain unaffected. In such a case, the parties to the contract agree to replace the ineffective or void portions or to fill a contractual gap with such a provision through which the business purpose intended by the parties can best be fulfilled.

6. In the event of any contradiction between the English and German language version of this General Terms and Conditions, the provisions of the German language version shall prevail.

The place of fulfilment and jurisdiction is Hamburg.

Hamburg, 12 June 2024