



General terms and conditions
for retailers and commercial exhibitors DoKomi 2023

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1. General information and schedules

1.1 Organizer:

AkibaDreams GmbH
c./o. Andreas Degen
Siemensstraße 1
53121 Bonn, Germany
Mail: andreas@dokomi.de

1.2 Title of the event:

„DoKomi 2023“

1.3 Location of the event:

Messe Düsseldorf
Stockumer Kirchstr. 61
40474 Düsseldorf, Germany

1.4 Contact persons:

For exhibitors/retailer, the primary contact is the corresponding organizer contact person or a person assigned by him. This also applies during the event.

1.5 Timetable of events:

a) General event schedule:

The DoKomi will take place from Friday, 30th June to Sunday 2nd July 2023.

b) Opening Hours of the Retail and Exhibition rooms for visitors:

Halls 1, 3, 4, 5, 7, 9 Foyer Messe Süd, Congress Center South.

Fr, 30.06.23 from 1.00 p.m. to 8.00 p.m.

Sa, 01.07.23 from 10.00 a.m. to 8.00 p.m.

Evening event:

from 8.30 p.m. to 2.00 a.m.

Su, 02.07.23 from 10.00 a.m. to 6 p.m.

c) Times for setting up booths:

Hall 1, Hall 4 (Dealer Area), Hall 5:

Wed, 28.06.23 from 10.00 a.m. to 8.00 p.m.

Thu, 29.06.23 from 10.00 a.m. to 9.00 p.m.

Hall 3 (Fan booths), Halle 4 (Fan booths), CCD South:

Thu, 29.06.23 from 3.00 p.m. to 9.00 p.m.

Fri, 30.06.23 from 8.00 a.m. to 11.30 a.m.

d) Times for booth removal:

Hall 1, Hall 4 (Dealer Area), Hall 5:

Sun, 02.07.23 from 6.30 p.m. to 12.00 a.m.

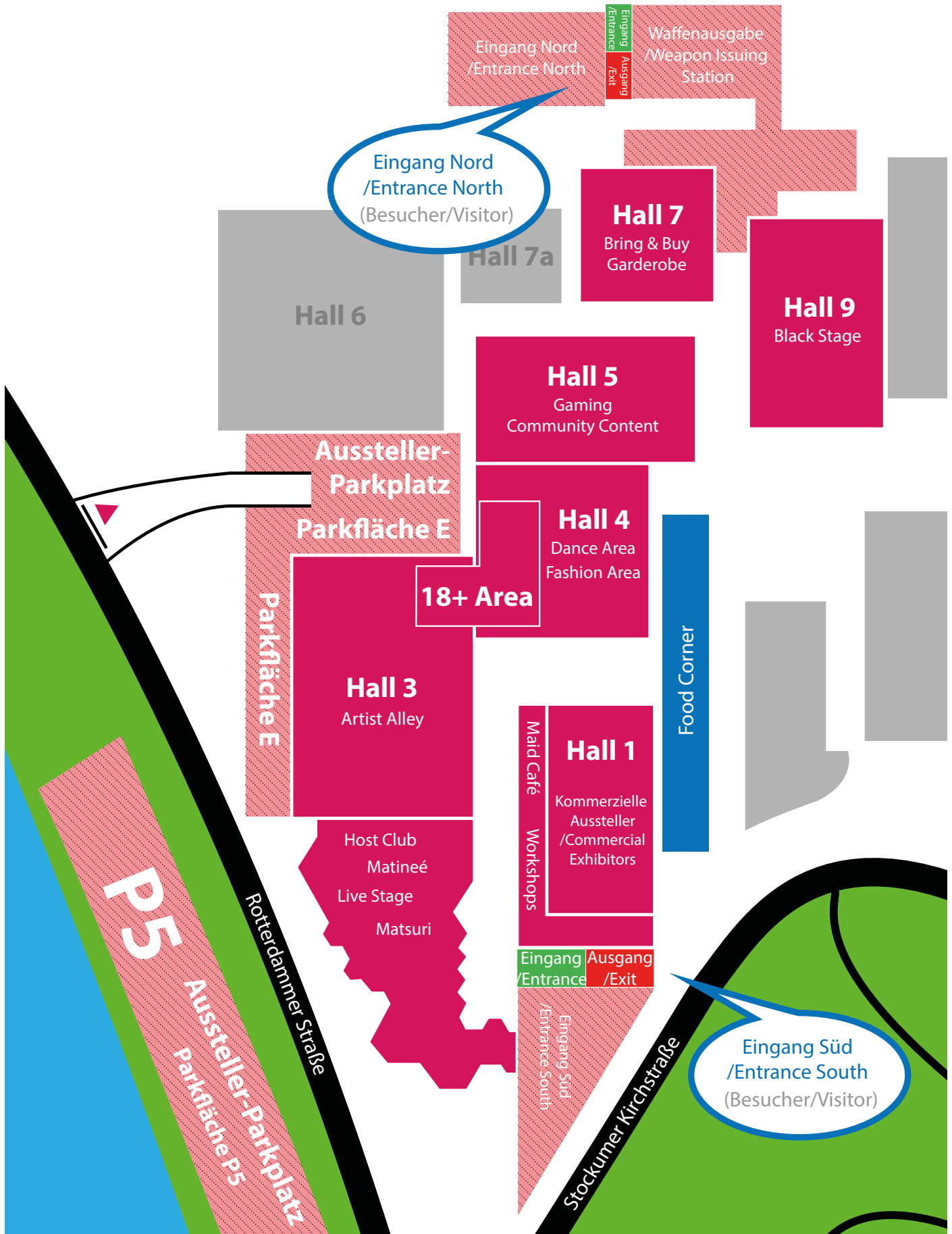
Mon, 03.07.23 from 12.00 a.m. to 12.00 p.m.

Hall 3 (Fan booths), Halle 4 (Fan booths), CCD South:

Sun, 02.07.23 from 6.30 p.m. to 10.00 a.m.

1.6 Exhibition hall plan

Alle Pläne unter Vorbehalt
All plans are subject to change



1.7 Place of legal jurisdiction, applicable law:

Place of fulfilment and exclusive place of jurisdiction for all disputes between exhibitors/retailer and the organiser is Bonn, and in cases of disputes the law applicable in the Federal Republic of Germany shall apply.

1.8 Claims of the exhibitors/retailers:

- a) Verbal agreements, approvals and subsidiary agreements must be made in written form and explicitly approved by the organizer in order to be valid. This also applies to changes and reservations to the application forms in the registration.
- b) All possible claims of the exhibitor / retailer arising from the contract concluded with the organiser, as well as non-contractual claims, must be notified to the organiser in written form no later than 10 days after the end of the event. Regardless of this, they shall become invalid if they have not been legally asserted before the end of the calendar year in question.
- c) Claims for damages against the organizer due to deterioration or reduction of the rental object expire within 12 months beginning on the last day of the event.
- d) The organizer and the exhibitor / retailer shall comply all obligations arising from the Federal Data Protection Act and shall obligate their employees and commissioned third parties accordingly. This obligation applies beyond the end of the contractual relationship. All information about personal data which becomes known to the exhibitor/retailer, their employees or third parties for the fulfilment of the contract shall be treated confidentially. The organizer will not use or exploit any personal data beyond the scope of the event.

1.9 Salvatory clause:

Should any part of these conditions of participation be or become invalid or incomplete, this has no effect on the validity of the remaining conditions. Rather, the invalid condition shall be replaced by a substitute condition which corresponds or at least comes close to the purpose of the condition and which the parties would have agreed if they had known of the invalidity of the condition.

2. Terms and conditions of goods and sale

2.1 Legal situation:

- a) At DoKomi, articles relating to manga, anime and Japan should be exhibited and sold as a matter of priority. The exhibitor/retailer must take care of compliance with applicable law, in particular the law for the protection of minors.
- b) It is not permitted to exhibit works whose distribution, exhibition etc. is prohibited by the laws of the Federal Republic of Germany. These excluded works may also not be advertised.
- c) The organizer is free to refuse to permit exhibitors/retailer to sell goods without stating reasons.

2.2 Weapons:

Weapons and weapon replicas of any kind are not permitted to be sold or exhibited, this applies in particular to knife, thrust and bat weapons. Within the halls, only the exhibition, but not the handing out of decorative weapons is permitted. The handing out takes place exclusively via the issuing stations provided by the organizer for use. Personnel required for the issuing station must be provided by the exhibitor.

2.3 Fakes and unlicensed goods:

- a) The sale of fakes and unlicensed goods is prohibited. Only goods may be offered, which possess a clear copyright note of the author. (Exceptions are officially known distributors like e.g.: Geneon, ADV, Universum, Tokyopop, Bandai, etc.) In the case of original goods WITHOUT copyright notice, the dealer is obliged to prove this WRITTENLY locally in case of suspicion. This can be done by indicating the official website of the manufacturer, on which it can be seen that the offered/exhibited goods are manufactured under licence.

- b) If it is suspected that goods offered by an exhibitor/dealer have not been authorised by the licensor of the product, have not been produced under licence or are sold under an invalid/false/non-existent licence, the exhibitor/retailer is obliged, on the instructions of the organiser or a person authorised by him to remove these products from sale and to remove them from the sales area for the remaining period of the event. In the event of a disagreement as to the nature of the goods, the decision on the sale of these goods shall be made by the Organiser; in the event of repeated violation, the Organiser shall have the right to close the booth by using his domiciliary rights and to expel the exhibitor/retailer from the event.

2.4 Sale of self-made or industrially produced food products:

- a) The display and sale of self-produced or ordered foodstuffs and beverages are prohibited. Exceptions are possible after written agreement. Any sanctions imposed by the Organiser for non-compliance with this regulation must be paid in full by the causer.
- b) The distribution of free samples is permitted, whereby it is necessary to ensure compliance with the applicable hygiene and food laws.
- c) The organizer disclaims any liability for damages or injuries caused by the distribution of sample goods inside or outside the event grounds.
- d) Special regulations require an additional agreement with the organizer.
- e) According to section 2 paragraph 11 LFGB, products or the department in which products with an expired expiry date are offered must be specially labelled or otherwise may not be sold.

2.5 Youth protection:

- a) It should be noted that the many visitors to the event are minors, therefore non-adolescent, violence-glorifying and pornographic goods may only be displayed in the R18 area. Censor bars are considered insufficient, as is unopened storage or storage inaccessible to minors. Non-adolescent merchandise may not be issued in the public fan booth area, even upon request and against age verification.
- b) Also included under goods permitted exclusively in the R18 booth area are nude drawings without an explicit sexual/erotic context, as well as figures that are clothed in the most risqué regions (e.g. lingerie, bikinis) but strike provocative and/or sexually suggestive poses. The same applies to ahogao products, as well as figures, mangas/doujinshis, artbooks and DVDs from the genre yaoi, yuri, hentai, horror, splatter, gore and partly ecchi.
- c) In the regular area, mangas/doujinshis, artbooks and DVDs are still allowed if they do not belong to an erotic and/or violent genre (e.g. yaoi, yuri, hentai, horror, splatter, gore), but contain erotic and violent scenes to a small extent
- d) Mangas/Doujinshis, artbooks and anime from erotic and/or violent genres (e.g. yaoi, yuri, hentai, horror, splatter, gore) continue to be permitted outside the R18 area exclusively in the exhibition area of the license holders/publishers if they are completely sealed and kept inaccessible to minors. Censor bars are not considered sufficient. The sale of such articles may take place only on presentation of a valid photo identification to adult visitors. A violation can lead to the immediate exclusion of the event.
- c) The sale of writings described in §§ 184a and 184b StGB will be reported by the organizer.

2.6 Prohibition to sell further goods:

- a) The sale of Lucky Bags, Wonder Bags and similar concepts is not permitted. Excluded from the ban are publishers and official rights holders, as well as retailers who sell their own brands and products to which they demonstrably hold licensing, copyright and/or patent rights. Also excluded from the ban are self-made products and artwork in the area of the fan booths.
- b) In addition to the goods and products mentioned in points 2.2 to 2.5, any sale of goods outside the rented booth areas and premises is prohibited.
- c) Unless otherwise contractually agreed with the Organiser, the sale of tickets for other events of any kind is prohibited.

3. Registration

3.1 Who can display/sell at DoKomi?

- a) Companies and associations related to Japanese popular culture (e.g. German and foreign print media, radio & TV media, manga and anime publishers, dealers, distributors, and artists as well as Japanese fashion brands) can exhibit at DoKomi.
- b) Exhibitors/dealers who are subject to insolvency proceedings cannot exhibit or sell at DoKomi. If such proceedings are opened after notification to DoKomi, the organizer must be informed immediately.
- c) Furthermore, private fan clubs, fanzine publishers and registered clubs can exhibit at DoKomi in a separate area. Only goods from own production may be sold (e.g. calendars, posters, T-shirts with club logo, self-drawn artworks, etc.).
- d) Exhibitors must be of age and legally authorized. A trade licence is required for participation in the event as an exhibitor. Separate rules apply to fan booths.

3.2 The registration:

- a) The registration takes place via an online form. By submitting the online form, the exhibitor/dealer confirms that he has read and accepted the conditions of participation.
- b) Preliminary written registrations, possibly in connection with reservation requests, are irrelevant if they have not been confirmed in written form by the organizer or the responsible supervisor.
- c) The exhibitor / dealer is bound to his registration. Withdrawal from the registration is possible free of charge until approval has been granted. After receipt of the confirmation, cancellation fees according to point 3.7. due.

- d) The Organiser reserves the right to reject registrations without giving reasons.
- e) The agreement does not entitle the exhibitor/dealer to the allocation of a specific space, but his wishes in respect of location, neighbourhood and size will be taken into account as far as possible. Depending on the goods/services offered by a booth operator, the organizer reserves the right to adjust or vary the location of the booth.
- f) The Organiser is entitled to decrease, but not increase, the requested booth sizes. In such a case, the rent shall be reduced accordingly.
- g) The exchange of booths between the authorized exhibitors/dealers requires the prior consent of the organizer.
- h) Booth areas rented by the organizer may not be sublet or re-rented.
- i) Should the exhibitor/dealer change his address after approval of the booth, this must be reported to the organizer immediately. This also applies if the contact person changes.

3.3 Exhibitor passes / Retailer passes:

- a) For the duration of the event, the Organiser will provide passes for exhibitors/dealers whose quantity depends on the size of the booth. These passes will be sent a few days before the start of the event by e-mail. These passes are not permitted to be passed on to third parties.
- b) In the event of misuse or passing-on to third parties, all passes issued to the respective exhibitor/dealer will be invoiced. Misused exhibitor passes / dealer passes will be withdrawn without replacement.

c) The loss of an exhibitor/dealer pass must be reported immediately to the organiser; the exhibitor/dealer is liable for all damage caused by late notification of loss.

3.4 Event Brochure/Conheft:

- a) Each exhibitor/dealer will be included in the brochure and on the homepage <http://www.dokomi.de/en/aussteller/shopping/>. Admission is obligatory; it is free of charge and without liability on the part of the organiser for the completeness and correctness of the entry.
- b) The information in the registration form will be used for the entry. Should the entry not be usable or not have been made there, the organizer reserves the right to make his own entry without liability.
- c) Booth numbers will be assigned for the better course of events. In order to avoid last changes, these will be announced shortly before the start of the event. These booth numbers will also be used for the Conheft and the overview plan contained within it.

3.5 Insurance:

- a) The insurance of the booth equipment, electronic equipment and exhibits/sold goods brought in by the exhibitors/dealers against burglary, theft, fire and water damage as well as transport damage on the way to or from the venue is the sole responsibility of the individual exhibitors/dealers.
- b) The Organiser declines all liability for private objects of the Exhibitors/Dealers, such as bags, suitcases, jackets, mobile phones, etc. If necessary, the Organiser will inform the police and the insurance company accordingly.

c) The exhibitor/dealer is liable for all damages incurred by third parties or the organiser on the exhibitor's/dealer's booth. This includes the failure to provide assistance.

3.6 Non-fulfilment of the conditions of participation:

If the terms of these Conditions of Participation are not met and such a breach of contract continues despite a reminder, the Organiser may exclude the exhibitor/dealer concerned from the event, in particularly serious cases also from future events of AkibaDreams GmbH. This shall also apply if objects are exhibited contrary to legal prohibitions or if exhibitors/dealers or their employees participate in or request the commission of criminal offences.

3.7 Withdrawal and non-participation:

Cancellation of the registration is possible after receipt of the admission.

- a) More than 61 days before the start of the event: free withdrawal
- b) 60 to 31 days before the start of the event: 50% of the stand rental fee
- c) Less than 30 days before the start of the event: 100% of the stand rental fee

Should exit regulations of individual countries become stricter at short notice or should the exhibitor show symptoms of illness on the date of the event, so that participation becomes impossible, this is no reason for a refund of costs. Should the booked booth remain unoccupied during the event without prior cancellation, the exhibitor will be excluded from future events. Special conditions apply for non-commercial exhibitors.

4. Booth

4.1 Booth information:

- a) Exhibitors and retailers are obliged to occupy their booths continuously during the opening hours applicable to them.
- b) Removal prior to the end of the official opening hours is not permitted.
- c) If a booth has not been emptied after the end of the specified dismantling period, the Organiser reserves the right to empty the booth at the expense of the exhibitor/dealer.
- d) If the booth cannot be occupied due to unforeseen events on the part of the exhibitor/dealer, the organizer must be informed immediately.
- e) The booths which are not occupied on the first day of the event at 11:30 a.m. may be allocated elsewhere by the Organiser. A claim for repayment of paid booth rent is excluded.
- f) Each booth will have its own booth number. This will be announced shortly before the event in order to avoid changes at the last moment.
- g) The goods should preferably be covered to prevent theft. Security personnel will check the booths at the end of the event/sales area and guard the booths.
- h) The organizer is not liable for damage by third parties or theft of the goods.

4.2 Set-up and take-down times:

You can find set-up and take-down times under point 1.5.c/d.

4.3 Booth equipment:

- a) The Organiser shall provide the booths with the equipment and space booked in the registration form.
- b) The fabrics and materials used to furnish and decorate the booths must be flame-resistant impregnated (B1). Decorations that damage the shelves and tables provided by the organizer are not permitted.
- c) The space of a booth can also be rented without the standardized equipment (open space) and furnished by the exhibitor/dealer himself. The booth's own furnishings may only be set up and decorated within the rented area. When using the booth's own equipment, the same requirements as under 4.3.b apply.
- d) The rented booth areas have to be returned empty and clean (see item 11.2).
- e) The Organiser is not liable for any damage caused by the use of own booth equipment (including electronic devices) (see point 3.5).
- f) In the event of non-compliance, the Organiser is entitled to make necessary changes at the expense of the exhibitor/dealer.
- g) The booth equipment must be returned in perfect condition at the end of the event. Restoration and replacement of damaged, destroyed or lost equipment will be carried out only by the Organiser and at the expense of the exhibitor/dealer. Particular attention must be paid to tape residues at the tables (see item 11.2).

- h) No electronic equipment of any kind can be rented from the organizer.
- i) The booth area cannot be changed (e.g. extended) during the event. In the event of non-compliance, a penalty fee of €500 will be charged. The organizer is furthermore entitled to prohibit the further implementation of the booth in case of violation.
- c) The Organiser is not liable for the technical implementation of a network, the transmission quality, transmission speed and availability of the Internet connection managed by the operator of the venue.

4.4 Power connections:

- a) Unless otherwise agreed, power supply is included in the basic package. If an additional power supply is required for an exhibition booth, this must be selected within the deadlines under the additional services. Subsequent change requests will be taken into account as far as possible, but implementation cannot be guaranteed.
- b) The organizer will do everything within his power to ensure the booked power supply. However, since the technology and infrastructure are provided by Messe Düsseldorf, the organizer assumes no liability for any power failures.
- c) The Organiser is not liable for any damage resulting from the use of the electricity connections at the venue.
- d) The organizer does not provide any extension cables or distribution sockets.

4.5 Internet:

- a) If Internet (Wi-Fi) is required for an exhibition booth, this must be mentioned when registering.
- b) If Internet access (Wi-Fi) is provided, electronic media and equipment must be registered (see point 8).

5. Rent and additional costs

5.1 Booth rentals:

- a) The prices for the booth rental as well as all other costs are listed in the online form. The total amount to be paid is calculated from the sum of the desired individual positions.
- b) The Organiser reserves the right to increase or reduce the booth rent for individual or all booth types if unforeseen events make this necessary and permissible. However, this increase may not exceed 10% and must be notified in written form by the organiser at least 4 weeks before the start of the event.
- c) Special conditions are to be noted by the organizer on the confirmation of admission/invoice and are valid if no written objection is received by the organizer within one week by e-mail or post from the exhibitor/dealer.

5.2 Payments:

- a) The total amount to be paid must be transferred without deductions to the account indicated on the confirmation of admission within the time limit stated on the confirmation of admission, quoting the invoice number.
- b) The exhibitor/dealer loses his right to participate at DoKomi, notwithstanding his obligation to pay, if the rent plus any costs for additional services have not been received on time.
- c) In the case of transfers with incomplete information or deductions, a processing fee of 10 euros gross will be charged. The deductions must be paid immediately, otherwise the organizer reserves the right to cancel the contract.
- d) The organizer reserves the right to charge fees of max. 10 Euro gross for each reminder letter issued.

5.3 Costs during the event:

- a) Should costs arise during the event, these are to be paid in total directly to the organizer at the event or to the organizer's account within 30 days after the end of the event. If the payment requires a subsequent separate invoice by the organizer, the payment period begins upon receipt of the invoice and is also 30 days.
- b) In the event of late payment after the event, default interest of 3.0% must be paid.

6. Parking; 7. Postal services; 8. Use of electrical media

6. Parking

The organizer provides separate parking facilities.

- a) The parking areas available are expected to be located in area P5 and parking area E. The parking areas will be allocated at the discretion of the organizer and depending on vehicle size, as well as the location of the exhibitor's booth area. It is possible that parking areas may change, or additional parking areas may be added in the course of the planning phase under the direction of Messe Düsseldorf and Parkwacht.
- b) On payment of a deposit of €100 and exclusively for the purpose of loading and unloading, temporary parking is permitted within the site during the following periods: Fri, 30.06.23: 7.30 a.m. - 10.30 a.m.
- c) The parking during event days is allowed only within exhibitor parking areas which are marked on the parking tickets. In case an exhibitor parks within other convention areas, especially the inner courtyard, and disturbs the event or trade fair logistics, a fee of 100,-€ will be charged and eventually the vehicle will have to be moved with the vehicle holder covering costs.

7. Postal services

The organizer does not accept any shipments such as parcels, deliveries or other items.

8. Use of electronic media

8.1 Registration:

The use of electronic media of any kind (e.g. laptop, beamer, audio or TV systems) must be registered in advance when registering for the event with the organizer. Changes must be requested in written form or by e-mail at least two weeks before the start of the event, after which no change requests can be considered.

8.2 GEMA:

Each exhibitor/dealer is obliged to register GEMA independently and to pay fees if he uses media subject to GEMA. Any liability on the part of the organizer for GEMA fees not paid is excluded.

Contact address: www.gema.de or GEMA

Abraham-Lincoln-Straße 20
65189 Wiesbaden, Germany
Phone: 0611/7905-0
E-Mail: bd-wi@gema.de
Fax: 0611/7905-197

8.3 Sound level:

Performances or similar events must not interfere with the event activity on the surrounding booths. Loudspeakers must be directed towards the inside of the stand. The organiser has the right to warn against violations of this regulation up to and including the blocking of electricity for this booth.

8.4 Safety:

Electrical equipment operated at the booth must comply with the applicable BGV A3 standard. The equipment may not be operated unattended at any time.

8.5 Liability:

The booth operator is liable for damage caused by electrical media used by the booth operator, see also point 3.5.

9. Promotional activities and advertising

9.1 Advertising at the DoKomi:

- a) The use of advertising materials within the own booth area on wall surfaces, columns, entrances, staircases, etc. is prohibited. A suitable display stand should be used for this purpose.
- b) It is forbidden to show, distribute, position, display or affix banners/stands or advertising material of any kind (e.g. posters, flyers) outside the own booth area unless this has been contractually agreed with the organizer.
- c) The installation of advertising and sales vehicles, book buses, etc. on the event grounds is only possible against payment of a fee and after consultation with the organiser.
- d) Should the circumstances make it necessary to remove or dispose of advertising material that has not been agreed upon, the causer will be charged the full amount of the costs incurred.

9.2 Activities on the DoKomi:

Receptions, lectures, press conferences, discussion events, raffles etc. on the hall premises require the written consent of the organiser.

10. Behaviour at the Dokomi / Security

10.1 Domestic authority:

In addition to these Conditions of Participation, the house rules of the Messe Düsseldorf displayed in the entrance areas during the event:

https://www.messe-duesseldorf.de/cgi-bin/md_home/lib/pub/object/downloadfile.cgi/hausordnung.pdf?oid=2199&lang=1&ticket=g_u_e_s_t

10.2 General information:

- a) Each exhibitor/dealer is co-responsible for the success of DoKomi. Actions which disturb, obstruct or endanger the event, the visitors or other exhibitors/dealers in an unacceptable manner are therefore to be avoided.
- b) It is the duty of every exhibitor/dealer to cooperate in preventing theft as far as possible and to prosecute thefts that are discovered. Irrespective of this, the organizer will initiate criminal proceedings in such cases.
- c) Film, sound and photo shoots by the exhibitors/dealers are only permitted for private purposes without consultation with the organiser and with the consent of the person(s) photographed.
- d) Menless bags, backpacks, etc. must be reported to the organizer immediately.
- e) The exhibitor/dealer is not permitted to stay at his booth during the night. The general surveillance of the entire DoKomi area is the responsibility of the organizer.
- f) In an emergency situation, the exhibitors/dealers are obliged to follow the instructions of the security personnel and the arriving rescue and security personnel.
- g) Serious negligence can lead to immediate exclusion of the event. In this

case, the exhibitor/dealer will not receive a refund of the booth rent paid and any additional costs incurred.

- h) In accordance with the right to free expression of opinion as defined by the Basic Law of the Federal Republic of Germany, certain disturbances of DoKomi are possible and unavoidable for a limited period of time. The organizer is not liable for any damages incurred by the exhibitor/dealer as a result.

10.3 Safety at the venue

Commercial safety supervision during the event is carried out in cooperation with Düsseldorf Trade Fair.

11. Cleaning and garbage disposal

11.1 Cleaning of the aisles:

The organizer will take care of the cleaning of the aisles.

11.2 Cleaning of booths:

- a) The booth structures described under item 4.3.a/b will be handed over in a documented condition. The exhibitor/dealer is responsible for cleaning the booths.
- b) Exhibitors and dealers shall be required to dispose of used paper and mixed waste (produced in their area at the event). The costs are not included in the normal booth rent.
- c) Any residual waste arising at the booth can be disposed of in the containers provided by the Congress Center. The invoice will be issued by Düsseldorf Trade Fair.
- d) Cartons must be shredded or folded to save space.