

# Membership Program Terms and Conditions

## *1. Preamble*

The bonus program for exhibitors “Membership Program” rewards your loyalty as an exhibitor and sponsor of exhibitions, conferences and summits. Whereas the bonus program is offered jointly by the organizers of exhibitions/conferences

as of June 2017:

- Intersolar Europe, Intersolar North America, Intersolar South America, Intersolar India, Intersolar Middle East and Intersolar Summits
- Ees Europe, ees North America, ees South America, ees India,
- Power2Drive Europe, Power2Drive India
- EM-Power Europe

Whereas the issuer and operator of the program is Solar Promotion International GmbH (hereinafter referred to as “SPI”). Whereas the following terms and conditions apply to the acquisition of status points and for the use of the benefits and privileges associated with the status. Whereas special provisions, which may in future also detract therefrom, may ensue from other program documents and from the Membership Program communications media (e.g. newsletters, rewards catalog, etc.).

## *2. Participation*

### *2.1 Eligible Participants*

All exhibitors of the events mentioned in 1 can participate in the Membership Program. New events (exhibitions/conferences) in the future will be incorporated into the Membership Program in due course. The organizers of joint booths, exhibitors whose participation is based on a reciprocal transaction and exhibitors in special areas are not eligible to participate.

### *2.2 Affiliated Companies*

Affiliated Companies can be incorporated in the Membership Program under a single bonus ID if they register with reference to a company that has already been registered and they prove the affiliation upon request. “Affiliated Companies” are companies connected to each other (with a majority of the shares or voting rights) that exercise a controlling influence on one another or that are under a single management of a controlling company or operator. The status points of all companies registered under a single bonus ID shall be added in the period under consideration. The status attained by adding the status points shall apply to each of the Affiliated Companies registered with the Membership Program.

### *2.3 Commencement of Participation*

Participation in the Membership Program shall commence upon the online registration by the exhibitor in the respective Exhibitor Cockpit of an exhibition and the exhibitor's receipt of the confirmation of permission to participate.

## *2.4 Exclusion of Participants*

Exhibitors with unpaid debts owing to one of the organizers of the exhibitions or who breach the Terms and Conditions of Participation in the Membership Program can be excluded from participating in the Membership Program or from individual benefits either temporarily or permanently.

## *3. Status Levels under the Membership Program*

### *3.1 Status Levels*

There are three Status levels within the Membership Program:

- Global Member (as of 15,000 points)
- Preferred Member (as of 5,000 points)
- Member (as of 100 points)

### *3.2 Collecting Status Points*

Status points are awarded for:

- Space occupied at an event
- Additional points for uninterrupted participation in multiple events
- Sponsoring commitments by the exhibitor
- Loyalty
- Award Participation

The number of points that can be awarded in the individual categories are set out under the Exhibitor Cockpit in due time. The total number of points relevant for the respective status ensues from participation and sponsoring commitments of the previous three calendar years. At the beginning of each calendar year, the participant shall be notified of its current status points total for the calendar year concerned. Said status points total shall remain fixed for the calendar year concerned and shall not be reduced or used up by using status benefits. Your current number of points can be found in the Exhibitor Cockpit.

## *4. Benefits and Privileges of the Membership Program*

### *4.1 Benefits and Privileges depending on Status Level*

The benefits and privileges offered for a participant's respective status are available to the participants of the Membership Program at the events. The precise extent of the benefits and privileges ensue from the Exhibitor Cockpit for the respective event. The benefits can vary from event to event and are announced separately in Membership Program communications media.

### *4.2 Requirements for Claiming the Benefits and Privileges*

Claiming the benefits and privileges is conditional upon participation as a main exhibitor at the event in question. The benefits can be obtained solely from the exhibition contact person stated upon the application. Affiliated Companies can avail themselves of benefits and privileges only if they themselves participate in the exhibition concerned as a main exhibitor (and not merely as a co-exhibitor).

Rewards may not be sold, exchanged, offered for auction or otherwise passed on to third parties unless the passing on has been expressly permitted in writing by SPI. In the event of any abuse, for which the exhibitor is answerable, the organizers reserve the right to block or withdraw the rewards acquired at the respective event or to refuse to issue or redeem a reward.

## *5. Termination of Agreement, Program Amendments and Termination of Program*

### *5.1 Termination of the Membership*

Each exhibitor can terminate its participation in the Membership Program in writing at any time without complying with any notice period. The notice of termination must be submitted in writing to SPI. SPI can terminate at any time by complying with two months' notice. SPI can furthermore terminate without notice and exclude program participants at any time for good cause with effect for the future. There is particularly good cause if the participant commits a serious breach of the Membership Program's Terms and Conditions of Participation or of the Exhibition Terms and Conditions of an event.

### *5.2 Amendments and Termination of the Membership Program*

SPI reserves the right to discontinue the Membership Program as such at any time or to replace it by another program. SPI is furthermore entitled to at any time make changes or additions to the Terms and Conditions of Participation, the rewards and benefits or other procedures described in the program documents for the Membership Program to the extent they appear necessary and provided the participant is not thereby disadvantaged in bad faith. If the Membership Program must be terminated or restricted for legal reasons, participants shall have no right to compensation of any kind against SPI or any organizers of the exhibitions/conferences. Any amendments or additions to these Terms and Conditions of Participation shall be announced by notification in text form. They shall be deemed to have been approved if a participant continues to claim benefits under the Membership Program and if said participant does not file an objection in writing within one month following the notification. Attention shall particularly be drawn to this consequence upon notification. If a participant opposes the program amendment, said participant's participation can be terminated by ordinary notice of termination.

## *6. Miscellaneous*

### *6.1 Liability*

For damages incurred by the participants, institutions, employees, agents, customers or guests of participants in connection with their participation in the Membership Program or in connection with the redemption of rewards and benefits due to SPI, the exhibition/conference organizers or the respective vicarious agents, the following shall apply: In the event of intent or gross negligence or in the event of an injury to life, body or health the liability is unlimited. In the event of a careless breach of material contractual obligations, the liability shall be limited to damage to property and economic loss attributable thereto in the amount of the foreseeable loss that typically occurs. Any and all further-reaching liability for damages is excluded, apart from claims under the German Product Liability Act (Produkthaftungsgesetz).

## *6.2 Data Protection*

The personal data associated with the participation in the Membership Program shall be processed and used for the purposes of implementing the program and shall be passed on to the organizers of all exhibitions and conferences. Passing on to other third parties is only permitted if and to the extent that this is for the purposes of rendering deliverables under the Membership Program.

## *6.3 Law, Place of Jurisdiction*

German law shall apply exclusively. The place of jurisdiction shall be Pforzheim/Federal Republic of Germany. In addition, a participant can also be sued at said participant's place of general jurisdiction or at any other place where a statutory jurisdiction exists.

## *6.4 Savings Clause*

In the event that individual clauses of the above provisions are void, whether in whole or in part, the validity of the remaining provisions shall remain unaffected thereby. The void provision shall be deemed to have been replaced by a provision which usually lawfully comes closest economically to the economic purpose of the void provision. The same applies to any loopholes in the provisions.

## *7. Issuer*

The issuer and operator of the Membership Program is Solar Promotion International GmbH, P.O. Box: 100 170, 75101 Pforzheim, Germany, [www.solarpromotion.com](http://www.solarpromotion.com) in close cooperation with the organizers of the above mentioned exhibitions and conferences worldwide.

