

# Exhibitor Application



Austin Convention Center  
Austin, Texas  
October 8 – 10 2024

**Please return to:**

ewNA Show Management  
NürnbergMesse North America, Inc.  
2400 Herodian Way, Suite 170  
Smyrna, GA 30080, USA  
Email [steve.kamrass@nuernbergmesse-north-america.com](mailto:steve.kamrass@nuernbergmesse-north-america.com)  
Phone +1(770) 618-5830

Company name \_\_\_\_\_

Show Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Direct Phone \_\_\_\_\_ Direct Fax \_\_\_\_\_

Address \_\_\_\_\_

Direct Email \_\_\_\_\_

City, State, ZIP Code \_\_\_\_\_

Invoice address (only if different) \_\_\_\_\_

Country \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Website \_\_\_\_\_

Entry in the list of exhibitors under letter

We are:





- Manufacturer  Distributor  Wholesaler  Importer  Other

## Exhibitor Application and acceptance of the terms and conditions (please complete in detail or mark as applicable)

### 1. Exhibit Space

We request the following size and type of exhibit space (minimum exhibit space of 100 sq. ft. for in-line and corner booths, 400 sq. ft. for peninsula and island booths):

Front \_\_\_\_\_ ft    Depth \_\_\_\_\_ ft    Total \_\_\_\_\_

- |                          |   |                                |                   |
|--------------------------|---|--------------------------------|-------------------|
| <input type="checkbox"/> |  | In-line booth (1 side open)    | USD 41.00/sq. ft. |
| <input type="checkbox"/> |  | Corner booth (2 sides open)    | USD 46.00/sq. ft. |
| <input type="checkbox"/> |  | Peninsula booth (3 sides open) | USD 48.00/sq. ft. |
| <input type="checkbox"/> |  | Island booth (4 sides open)    | USD 50.00/sq. ft. |

A \$2/sq.ft. discount on all booth applications received April 15<sup>th</sup>, 2024

### 2. We would not like to be located next to the following companies: (without legal claim)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 3. Our three (3) preferred booth locations are indicated in order of preference by booth number as they appear on the current ewNA floor plan:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

## Exhibitor Stand Guidelines (required):

1. We confirm our understanding that any items not included in the exhibit space price per sq. ft. outlined in section 2 of the Terms and Conditions for Participation such as hard walls, carpet, booth furniture, electricity, etc. must be ordered separately from the application at a later date via the Exhibitor Service Manual provided by the show management appointed General Service Contractor, and/ or a third party stand construction firm. Manual provided by the show management appointed General Service Contractor, and/ or a third party stand construction firm.
2. We agree to the cancellation policy (section 6 in Terms and Conditions for Participation)
3. We have assigned our products/services to be exhibited to the appropriate categories on the enclosed list of products.

## Co-Exhibitor(s):

- We have completed the enclosed co-exhibitor application form indicating any co-exhibitors who we are requesting be listed.

We accept all items on the Terms and Conditions for Participation, and hereby submit our official application to exhibit in embedded world North America 2024.

Place and date

Authorized signature of exhibitor

# embedded world North America 2024 – Terms and Conditions Participation

**NürnbergMesse North America from here on is referred to as “Show Management.” embedded world North America is referred to as “ewNA” within this document.**

## 1. Venue, Duration, Hours

Venue:  
Austin Convention Center  
500 East Cesar Chavez St.  
Austin, TX 78701

Show Duration:  
Tue - Thu / October 8 - 10, 2024

Show Dates/Hours:  
Tue - Wed/ October 8 – 9, 2024, 9:00am - 4:00pm  
Thu / October 10, 2024, 9:00am - 2:00pm

## 2. Exhibit Space Rental

**Prices are per sq. ft. of exhibit space**

USD 41.00 In-line booth (1 side open) min. 100 sq. ft.  
USD 46.00 Corner booth (2 sides open) min. 100 sq. ft.  
USD 48.00 Peninsula booth (3 sides open) min. 400 sq. ft.  
USD 50.00 Island booth (4 sides open) min. 400 sq. ft.

Exhibit space rental includes:

- Rent of the exhibit space during assembly, exhibition and dismantling.
- Basic entry in the print Show Directory
- Entry in the Show Pocket Guide
- Basic Entry in Online Interactive Floor Plan/Directory

## 3. Basic Stand Requirements:

**All exhibitors are required to place carpet or flooring covering their contracted space.**

All exhibiting companies are **required to provide proof of insurance via Certificate of Liability Insurance** (referred to as COI) to show management prior to August 28, 2024. Exhibitors are obliged to make their own adequate insurance arrangements. An example of the relevant form will be available to you in the ewNA 2024 Exhibitor Service Manual. For additional information regarding the liability insurance coverage of Show Management, refer to Section 19.

## 4. Exhibitor Application/ Booth Selection

Applications to exhibit at embedded world North America must be completed either:

- 1) Via the online exhibitor application complete with authorized electronic signature, which is equivalent to a handwritten signature.
- 2) Via print application complete with authorized signature.
- 3) Such an application constitutes a contractual offer to Show Management.

By signing this form, the Terms & Conditions for Participation are recognized as binding by the applicant, who is also responsible and liable for adherence to the said conditions by persons employed by them at the event.

Exhibitors may indicate on the exhibitor application in the appropriate section, the desired booth location(s) by listing the preferred booth number(s) in order of preference, as labeled on the official show floor plan, available on the show website.

## 5. Booth Confirmation/Payment Conditions

- Upon receipt of the application by Show Management, exhibitors will be provided a stand confirmation letter indicating stand number accompanied by an invoice requiring a 50% deposit due within 20 days of issue date as a means to secure exhibit space. Should the deposit not be received in within 15 days of issue date, Show Management reserves the right to release the reserved space offered to the exhibitor in stand confirmation letter.

- The remaining exhibit space rental balance is due no later than September 3, 2024.

- Exhibitors who submit applications after July 8, 2024 will be required to pay 100% of exhibit space invoice within 15 days of issue date to secure exhibit space.

- All payments are to be made in **USD** without charges, quoting invoice number. Show Management will accept international wire transfer.

- An entitlement to occupy the allocated exhibit space exists only after payment of invoices in full.

## 6. Cancellation Terms

Once this contract is signed and exhibit space is allocated, the exhibitor is contracted to exhibit space. An exhibitor who cancels their booth space

reservation must pay a cancellation fee, as seen below, which allows the Show Management to recover the administration expense incurred in preparing for the participation of the cancelling exhibitor and which they will incur in attempting to resell to the booth.

Cancellations or downsizes of exhibit space must be made in writing only and are subject to the following provisions:

- Cancellations or booth downsizes received on or after July 10, 2024 are subject to a cancellation fee equal to 100% of the cancelled exhibit space price.
- Cancellations or booth downsizes received prior to July 10, 2024 are subject to a cancellation fee equal to 50% of the cancelled exhibit space price.
- If exhibitor has not set up their booth by 3 pm on October 7, 2024 (evening before opening day of show) and has not notified Show Management in their office at the Convention Center with written notice, the right to reassign booth space is reserved.

## 7. Co-Exhibitor Terms and Participation Fees

Co-exhibitors are companies who appear on a direct exhibitor's stand and present their own products with their own personnel. Their independence must also be recognizable without physical separation. Co-exhibitors are only admissible if they fulfill the conditions for participation in the event and the information requested on the application form for co-exhibitors has been entered in full. Co-exhibitors are subject to the same conditions as the exhibitor.

The co-exhibitor application form can only be submitted directly to Show Management, and not via the ewNA website online application system. The Show Management will charge direct exhibitor a participation fee at the total price of **USD \$500.00** for each co-exhibitor registered by them.

## 8. Exhibitor Passes

Each exhibitor will be given passes according to stand size for their exhibition stand and operating personnel for admittance during the trade show at no charge. Three (3) passes will be issued for every 100 sq. ft. of exhibit space.

Any additional exhibitor passes beyond this allotment may be purchased for qualified persons at the price of **USD \$25** each. In case exhibitor passes are lost Show Management will charge **USD \$25** per badge to replace lost exhibitor passes. Exhibitor passes will not be mailed in advance, but rather picked up on-site during the set dates/times before and during the exhibition.

## 9. Assembly/Dismantle

Assembly:

Sunday, October 6, 2024 – Monday, October 8, 2024. 8:00am - 8:00pm

Exhibition stands for which assembly has not commenced by 3 pm on Monday, October 8, 2024 will be decorated by Show Management, if they cannot be other-wise disposed of. Costs incurred will be charged to the exhibitor.

Dismantling: Thursday, October 10, 2024 2:00pm - 10:00pm

Friday, October 11, 2024 7:00am – 1:00pm

Show Management does not permit early dismantling.

Access to the halls during assembly and dismantling times is only permitted on display of special passes, which are not valid during the exhibition.

## 10. Stand Design Guidelines

The exhibitor is responsible for stand equipment and decoration.

**Show Management operates from the IAEE Guidelines. The overriding principle for the design of all exhibition stands is transparency. All open sides of the stand must be freely accessible.** This means that at least **50%** of the respective gangway side must **not** be obstructed by **structures** or fittings.

**The standard booth height is 8 ft.**

The backs of stand partition walls, advertising carriers or other design elements facing neighboring stands and exceeding a height of 8 ft must be of neutral design and clean and must not contain any text or graphics.

**Stands exceeding the height of 12 ft require the approval of Show Management. The maximum stand height is 20 ft.**

If a rental stand is not purchased by exhibitor, a fascia must be fitted on all open sides of the exhibition stand. The fascia is not required, if the necessary stand appearance is provided in some other way. Show Management reserves the right to give further instructions concerning the design of stands. All other stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way. The exhibitor is liable for damage done and will be charged with the costs. Pillars, installations and fire-fighting equipment within the stand are part of the allotted exhibit space and must be accessible at all times.

The exhibitor agrees to comply with these conditions. Non-compliance may result in claims for damages by Show Management or the neighboring exhibitors affected. Special rules and regulations by the Austin Convention Center and General Contractor apply.

# embedded world North America 2024 – Terms and Conditions Participation

## 11. Exhibition and Approved Goods

Admissible as exhibitors are: manufacturers, distributors, wholesalers, importers, representatives and publishers, domestic and foreign, offering only those products and services that can be assigned to the list of products provided. All exhibition goods must be described in detail in the application. Product copies, counterfeits, etc. that violate the regulations for the protection of industrial property rights are not admitted.

## 12. Exclusion of Exhibits

Show Management is entitled to demand the removal of items which have not been listed in the application form or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of industrial property rights. If this demand is not complied with, the said items will be removed by Show Management at the expense of the exhibitor. If a violation of industrial property rights by an exhibitor is proved (e.g. on the grounds of a valid court ruling against the exhibitor), Show Management may exclude the exhibitor from participating in a subsequent event.

## 13. Advertising

Advertising of all kinds is allowed only within the exhibit space rented by the exhibitor for their own firm and only for products and/or services produced or distributed by them. Insofar as these have been listed in the application form and admitted. The use of equipment to achieve an increased advertising effect by optical and/or acoustic means requires the written consent of Show Management.

Advertisement, promotions and promotional activities are limited to only space permitted in writing by Show Management within areas on Convention Center or Hotel property

## 14. Protection of Industrial Property Rights

Protection of copyright or other patent rights of exhibits is the responsibility of the exhibitor.

## 15. Photographs, drawings, films

Show Management is entitled to have photographs, drawings, and films made of the exhibition, exhibits and exhibition constructions and stands and to use these for publicity or press purposes without exhibitors being able to object for any reason. This also applies to photographs produced directly by the press or television with the consent of Show Management. For photographs, drawings and films of stands against payment, exhibitors must only use service contractors authorized by Show Management and in possession of a relevant permit. Only these service contractors may be commissioned before or after the official daily opening hours. Other service contractors are not admitted during these hours. Exhibitors are not permitted to produce photographs, drawings, and films of the stands and exhibits of other exhibitors.

## 16. Direct Selling

Direct selling is not permitted.

## 17. Cleaning

Show Management is responsible for general cleaning of the grounds and hall passages. Stand cleaning is the responsibility of the exhibitors and must be completed daily before the opening of the exhibition. Exhibitors should use the service contractor engaged by Show Management for stand cleaning.

## 18. Supervision

Show Management will arrange general supervision in the exhibition center. This shall not affect the liability provisions of item 19.

Exhibitors are strongly encouraged to make their own arrangements for the security of their stands and exhibition items and affect appropriate insurance cover. Valuable items which can be easily removed should be locked away at night. Additional stand supervision is available at the exhibitor's own expense by using the service contractor engaged by Show Management.

## 19. Liability Insurance

Show Management are liable to the exhibitor and persons authorized to act on their behalf for demonstrable damage incurred during the event in the exhibition center up to a limit of USD \$5,000 only if such damage is caused by the negligence of Show Management or their staff. The said limit does not apply in cases of deliberate damage or gross negligence. For damage resulting from failure of equipment, operational failures or other incidents having an adverse effect on the event, Show Management is liable only in case of deliberate intent or gross negligence. Show Management is not liable for damage, theft or other loss of exhibits and stand equipment and consequential damage.

The exhibitor is obliged to fit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associates. Show Management is entitled to prohibit the exhibition or operation of machinery and/or equipment at their discretion.

## 20. Site Regulations/Contraventions

Exhibitors shall agree to accept the site regulations during the trade show in all parts of the exhibition center. The instructions of Show Management' employees, who possess official identity cards, must be complied with. Contraventions of the Terms & Conditions for Participation or instructions within the framework of the site regulations shall entitle Show Management, if such contraventions continue after warning, to immediate closure of the stand at the exhibitor's own risk and expense and without claim to compensation.

## 21. Force Majeure

If the exhibitor is prevented from participating in the event for reasons for which neither he nor Show Management is responsible (force majeure), the stand rental shall be reduced by half. If Show Management is prevented (by force majeure) from holding the event, they are required to notify the exhibitors accordingly without delay. The claim to stand rental is voided, but Show Management may charge the exhibitor for work carried out to their order to the extent of the costs incurred thus far, as the result of such work may still be of interest to them. Should Show Management be in a position to hold the event at a later date, they are likewise required to notify the exhibitor to this effect without delay. The exhibitor is entitled to cancel their participation in the event at the new time within one week of receiving such notification, in which case they are entitled to refund of monies paid for the cancelled stand rental.

If Show Management is compelled to curtail or cancel an event for reasons of force majeure after it has commenced, the exhibitor has no claim to any refund or cancellation of the stand rental.

## 22. Exclusion of Liability

In the event fails to take place as scheduled or is interrupted and/or discontinued or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, acts of domestic or foreign terrorism, fire, violence, civil disturbance, building malfunction, inclement weather, epidemic, emergency declared by any government agency, or for any other causes beyond the reasonable control of Show Management including damage caused by visitors to the Event, other Exhibitors or persons acting on their behalf, the Exhibitor releases Show Management from all damages or claims for damages, including booth rental, sponsorships, or entrance fee refunds. Exhibitor also acknowledges general event attendance is an inherent risk associated with participation in expositions or trade show events. Exhibitor acknowledges Management neither presents nor implies attendance guarantees at embedded world North America 2024. As such, in the event embedded world North America 2024 fails to present sufficient attendance in terms of quality and/or quantity by any standards, the Exhibitor releases Show Management from all potential related damages or claims, including but not limited to booth rental, sponsorships, marketing, or entrance fee refunds.

Under no circumstance shall Management be required to defend or indemnify Exhibitor for loss or damages caused or incurred by Exhibitor.

## 23. Contractual Terms

The terms for participation in the embedded world North America 2024 are the Terms & Conditions for Participation, the Austin Convention Center site regulations, the organizational (e.g. exhibitor information), technical (e.g. Exhibitor Service Manual) and other conditions notified to the exhibitor before the exhibition begins. If NürnbergMesse North America provides additional exhibition services through a Service Partner in response to a separate order, the general terms and conditions of business of the respective Service Partner shall prevail over these Terms and Conditions for Participation in case of discrepancies. Personal data is collected, processed and used by Show Management and, if applicable, by Service Partners in accordance with the relevant data protection regulations for the purpose of potential customers and for handling the services offered.

## 24. Modification

Show Management reserve the right to cancel, postpone or relocate the event, to shorten or lengthen the exhibition, or for technical, official or other in the opinion of Show Management' compelling reasons to assign to the exhibitor another space or to modify and reduce the size of the space. A withdrawal from the contract resulting from these actions will not be accepted.

## 25. Exhibitor claims, written forms, place of fulfillment, jurisdiction

All exhibitor claims against Show Management must be made in writing. The statutory period of limitation begins on the last day of exhibition. Agreements that deviate from these or supplementary terms must be in writing. US law and the US text shall prevail. Place of fulfillment and jurisdiction is Atlanta. However, Show Management reserves the right to bring their claims before the court of the place at which the exhibitor has their place of business.