

## General Terms and Conditions of the Start-up Challenge (Status: 04/20)

1. Mesago Messe Frankfurt GmbH (Mesago) organizes the Formnext exhibition, which is the international exhibition on the next generation of manufacturing technologies. To support new and innovative companies in the business of 3D Printing and Additive Manufacturing and to further develop the Formnext exhibition Mesago organizes the Start-up Challenge.
2. The scope of the Start-up Challenge is to provide to the five most interesting new and innovative companies in the business of 3D Printing and/or Additive Manufacturing a cost-free Start-up Area package to participate as an exhibitor in the Start-up Area of the Formnext exhibition, which can, at Mesago's sole discretion, also take place as a purely digital event.
3. The conditions of participation for the Start-up Challenge are:
  - a) The contestants have to be founded within the last five years before the respective Formnext exhibition and their annual revenue shall not exceed € 10 million. Companies, which have already formerly won a free Start-up Area package for a Formnext exhibition are excluded from the participation in the Start-up Challenge.
  - b) Companies with a majority shareholder, who has an annual revenue of more than € 10 million are not admitted to the Start-up Challenge.
  - c) The contestants have to have at least one market-fit product complying with the list of permitted [product groups](#) to exhibit at Formnext. A product is considered to be market-fit, if at least a functioning
    - sample,
    - prototype or
    - beta versionexists.
  - d) The contestants have to file in **English** with Mesago both the completed participation form and a pitch deck with a business presentation in form of a pdf-file not exceeding 10 MB to complement the participation form. All documents have to be in English and have to be received by Mesago until September 4th before the respective Formnext exhibition at the latest. It is not sufficient, if the contestant has only sent the documents on September 4th, if they are received later by Mesago.
  - e) The shareholders of the contestants have to approve the participation of the contestants in the Start-up Challenge.
  - f) The winners of the cost-free Start-up Area package undertake it to

- provide the link to the homepage of their company,
- a short statement about what they expect from participating in the exhibition,
- the name of the person and a photo of the person, who provided the statement, and
- a short description of their products to be displayed

for the publication by Mesago. The winners of the cost-free Start-up Area package further grant Mesago the right to publish

- their company name as winner of the Start-up Challenge,
- the link to the homepage of their company,
- the statement provided by the winners about their expectations,
- the name of the person, who gave the statement and a photo of this person,
- a short product description provided by the winners

g) The contestants guarantee that their products and the documents and pictures to be published by Mesago do not violate any rights of third parties. Mesago reserves the right to exclude a contestant and to revoke the granting of the cost-free Start-up Area package, if a contestant violates one of the aforementioned guarantees or obligations. The contestants further have to hold Mesago harmless from possible damage and costs caused by a violation of the aforementioned guaranties.

4. The prize, which can be won in the Start-up Challenge, is:

a) A cost-free standard Start-up Area package, as described on the website:

[www.formnext.com/startup](http://www.formnext.com/startup)

and

b) additional cost-free services as also described on the website:

[www.formnext.com/startup](http://www.formnext.com/startup).

The prize is only offered as is. It cannot be paid out. The contestants and winners have no legal right to claim that the planned course and scope of the Formnext exhibition or prize will remain unchanged. Mesago is entitled to change / adjust the course and scope of the Formnext exhibition or prize for substantive reasons, especially if the Formnext is held as a purely digital event.

5. If, in accordance with the experience of Mesago, it becomes evident that the respective Formnext exhibition cannot have the desired success for the exhibitors due to insufficient participation in the exhibition or due to unexpectedly weak visitor interest, Mesago may cancel the exhibition. The corresponding declaration must be received by the winners of the Start-up Challenge two months prior to the planned start of the exhibition. In the event of a cancellation in due time, Mesago shall not be obliged to compensate any expenses or damage.

In addition, Mesago is entitled to postpone, shorten, close or cancel the Formnext exhibition in whole or in part for compelling reasons for which Mesago is not responsible (e.g. labor disputes, official or legal instructions) or force majeure (e.g. extreme weather conditions, catastrophes, war, danger of terrorism, fire, danger to the life or health of the participants).

The winners of the Start-up Challenge are in the aforementioned cases entitled to participate in the next Formnext exhibition or - at Mesago's sole discretion - in a substitute event organized by Mesago.

6. Mesago has set up a selection committee, which shall select based on the completed participation form and the pitch deck the five most interesting companies of the contestants, which fulfil the aforementioned requirements set out in clause 3 and which shall therefore win the prize described above in clause 4. It is in the free discretion of the selection committee to choose the five companies from the contestants, which they deem most interesting to have as new exhibitors in the Start-up Area of the Formnext exhibition. The decision of the selection committee is final. Any legal recourse is excluded.
7. Mesago will inform the winners of the Start-up Challenge about the winning until end of August before the respective Formnext exhibition. To participate as an exhibitor in the Formnext exhibition the winners of the Start-up Challenge have to fill out the complete online application form for exhibitors in the Start-up Area and have to agree to the General Terms and Conditions for exhibitors of Mesago and to file the completed application form with Mesago until the end of September before the respective Formnext exhibition.
8. Mesago will inform the winners about the personal data to be published to promote the winners and ask for their approval. The winners are only allowed to publish the winning of the Start-up Challenge after the approval of Mesago. The aim is to coordinate the publication of the winners of the Start-up Challenge and the winners shall not communicate that they have won the Start-up Challenge before the winners have been officially announced by Mesago.
9. Within the framework of the Start-up Challenge, contestants who meet the requirements of clause 3 also have the opportunity to win the "*AM Ventures Impact Award*", which is presented and organized by the partner of Mesago, AM Ventures Holding GmbH, Petersbrunnenstraße 1B, 82319 Starnberg. AM Ventures Holding GmbH will select the winner of the award at its sole discretion based on the conditions of participation available here: [www.formnext.com/startup](http://www.formnext.com/startup). The winner will receive the prize described here: [www.formnext.com/startup](http://www.formnext.com/startup). Any legal recourse is excluded. Unless otherwise stipulated in the Terms and Conditions of AM Ventures Holding GmbH, these General Terms and Conditions of the Start-up Challenge apply accordingly.
10. Any claims against Mesago for compensation for damage shall be excluded. Such limitation of liability shall not, however, apply in the following cases:

- In the event of culpable injury to life, the body or the health by Mesago or an employee, representative or any other vicarious agent of Mesago (hereinafter referred to as “team of Mesago”);
- should intentional or grossly negligent conduct on the part of Mesago or the team of Mesago form the basis for the claim for compensation for damage;
- in the event of infringement of a warranty provided by Mesago;
- in the event of any mandatory statutory liability, under the German Product Liability Act, for example; and
- should Mesago or the team of Mesago negligently infringe an essential contractual obligation. Should Mesago or the team of Mesago negligently infringe a material contractual obligation, the liability of Mesago shall be limited to the contractually typical foreseeable damage. A material contractual obligation is a contractual obligation, whose performance is necessary to execute the contract properly and whose performance the contestants of the Start-up Challenge may regularly rely upon.

The above-mentioned provisions do not imply any change in the burden of proof to the detriment of the contestants of the Start-up Challenge, and do not exclude any claims explicitly guaranteed in these General Terms and Conditions of Business. To the extent that the liability of Mesago is excluded or limited in accordance with the above, the latter shall also apply to the personal liability of the employees of Mesago and any other vicarious agents and representatives.

11. Should any individual provisions of these General Terms and Conditions of Business be or become invalid, in whole or in part, the remaining provisions of these General Terms and Conditions of Business shall not be affected thereby.
12. The Start-up Challenge is governed by German law. Jurisdiction has the court of Stuttgart, Germany, if the contestant is a merchant, a public law entity or an institution of special funds under public law.
13. Organizer of the Start-up Challenge is:

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