

1–5 MAR 2021

Online exhibition

Legal Company Name: _____

Street: _____

Postcode/City: _____ Country: _____

European VAT ID no.: _____

Non-European companies: please email a Tax Residence Certificate, or Certificate for Business Registration, or US IRS form 6166 **

Exhibition Information

Exhibition Name (for publishing): _____

Exhibition Coordinator: _____ Direct Email: _____

	Unit price	Amount	Total
Online exhibitor presence at EFM 2021*	€ 2.000	1	€ 2.000,00
Sharing fee (online company profile page, exhibitor status, reduced screening fees, 1 online market badge)	€ 335		

* The price of the exhibition presence includes: see page 2.

** No VAT with European VAT ID, or by providing a document showing that your company is registered for taxes outside Germany.

Total net amount	
+ VAT (currently 0%** or 19%)	
Total amount	

Terms of payment

100% to be paid within 14 days after receipt of an invoice

Means of payment (please tick)

Bank transfer

Credit card a payment link will be sent to you along with the invoice.

Please note for payment with credit card:

Only American Express, Visa and Mastercard will be accepted.

Acceptance of the above terms

The undersigned has read and fully recognizes the General Terms & Conditions for exhibition presence. The undersigned accepts all terms as binding and agrees to comply with all ensuing obligations for the contract. In order for the present contract to be valid, the EFM will need to confirm the reservation accordingly.

Date: _____

Signature:

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Online exhibition includes

- online company profile page within EFM online structures
- full access to all online services (virtual EFM)
- reduced fees for EFM screenings
- 1 online market badge

Advertising packages will be available again upon request. Please contact efm-advertising@berlinale.de for further details. The EFM reserves the right to refuse advertising artwork not compatible with EFM regulations.

General terms and conditions for the rental of online presence at the EFM 2021

1. Preliminary

The European Film Market (EFM) is one of the official sections of the Berlin International Film Festival (Berlinale). The Berlinale legally constitutes a division of the Kulturveranstaltungen des Bundes in Berlin GmbH (KBB GmbH), and is funded by the Federal Government Commissioner for Culture and the Media upon a decision of the German Bundestag.

2. Registration

Participation in and general access to the EFM is only permitted to registered professionals, particularly producers, distributors, film financiers, cinema operators, buyers and sellers as well as representatives of the TV, Home Entertainment/ VoD, and New Media market.

Any representative of a company renting a presence at the EFM (hereafter named individually „the exhibitor“ or collectively „exhibitors“) will have to register through the festival’s online accreditation (accessible on the EFM website via „My Account“,) even if they receive a free market badge and/or a different type of accreditation.

3. Data protection

Address and contact details submitted will be published in official festival and EFM publications, including for example the „Who’s Where“, the exhibitors, buyers and participants lists (print or online version), and the screening report (provided to exhibitors) based on EFM screenings attendance.

We take the security of all the data we hold very seriously. Further details of our privacy policy can be found here: https://kbb.eu/legal/privacy_policy.

4. Conditions of payment

The conditions of payment and deadlines for each instalment are set out in the rental contracts. All payments must be made by either bank/ wire transfer or credit card.

In the case of late payment of any instalment of the rental fee, the exhibitor will forfeit any right to previously agreed discounts for the stand rental.

In the case of non-payment of invoices at the date due and exhibitor’s failure to cure within ten (10) days of notice of breach or the exhibitor’s lack to fulfill the due payment prior to the market, the EFM reserves the right:

- to cancel the respective contract with immediate effect. In such case, the exhibitor remains obliged to fully comply with the payment obligations under the contract.
- to exclude the exhibitor from participation in the EFM and to cancel their badges at its sole discretion.
- to charge the exhibitor with a penalty of 20% of the total amount due.

5. Cancellation policy

The EFM will issue an invoice over 100% of the total fee for exhibition, which is due to be paid within 10 days after receipt.

The total fee for the online exhibitor presence is not subject to cancellation.

6. Remedies

In the event of an infringement of any article of the present general terms and conditions for stand/office which the exhibitor has agreed to upon signature of the rental contract, the EFM’s remedies shall be limited solely to an action at law for monetary damages actually suffered, if any.

7. Exclusion

The EFM is entitled to exclude an exhibitor from the current event, if the exhibitor breaches EFM’s house rules or there are other reasons that justify instant termination of the stand rental agreement. In this case, no refund of the stand rental (in whole or in part) shall apply.

8. Jurisdiction

The legal relationship between the EFM and the exhibitor is construed in accordance with the laws of the Federal Republic of Germany. Any lawsuit between the exhibitor and the European Film Market will be under the sole jurisdiction of the courts of Berlin.