



General Conditions of Participation for the Vegan Summer Festival Berlin 2023

The Vegan Summer Festival Berlin at Berlin Alexanderplatz runs from 16 to 18 June 2023. It is organized by ProVeg e.V., the animal-rights alliance Berlin Vegan and the Albert Schweitzer Foundation.

The organiser of the summer festival is ProVeg e.V., Genthiner Str. 48, 10785 Berlin.

1. Registration conditions, admission, revocation, and withdrawal

1.1 Registration and admission

Registration is done via the registration form. The deadline for registration is **4 May 2023**.

The registration documents include:

- the signed registration form
- the signed General Conditions of Participation
- the signed declaration of exemption

Registration is binding for the interested party. Participation depends on being selected by the organiser.

The organiser reserves the right not to admit interested parties in order to achieve a wide variety of offerings, to ensure that an offering is interesting for the public, and to maintain the special character of the festival. Previous participation does not establish a customary right. Protection from competition will not be granted unless separate written agreements are made.

Admitted participants will receive an invoice for the total costs, which are indicated in the registration form. The invoice amount must be paid in full within **30 days** of receipt. Please instruct your bank to make payment in a timely manner.

If payment is not made in time, the organiser can withdraw the right to participate in the festival.

1.2 Revocation of registration and withdrawal from participation

Registration can be **revoked** until the end of the registration period (30.04.2023). The revocation must be made in text form by email to booking@veganes-sommerfest-berlin.de. A statement of reasons is not required.



After expiry of the registration period (30.04.2023), participation can be withdrawn but registration cannot be revoked. The withdrawal must be declared in text form by email to the above mentioned address. In the case of withdrawal, the organiser's claim for payment for infrastructure and other ordered services remains as follows:

For the infrastructure: 100%;

For the stand fees, the organiser is liable as follows:
withdrawal before 31 May 2023: 50% of the stand fees
withdrawal from 1 June 2023: 100% of the stand fees

2 Reservation of approval, cancellation of the event

The realisation of the event is subject to the vegan summer festival being officially approved. If such approval is refused by the authorities, the participant will be refunded the amount already paid, as long as the organiser has not incurred any costs. If official approval for the event is denied, the organiser is not obliged to pay damages, especially not for lost profit or the expenses of the participant.

The same applies in the event that the summer festival is officially canceled or moved to another location, regardless of the reason for the official decision, and in the event that the summer festival cannot take place or must be canceled due to bad weather.

If the participant's stand is closed by the authorities due to a violation of legal regulations or official requirements, or if the participant is excluded by the organiser due to a violation of contractual agreements, the participant shall not be entitled to any compensation or reimbursement of any costs incurred by him/her, such as the stand fees, incidental costs, etc.



3 Stands and booths

There is no entitlement to specific stand spaces. When selecting the space, the wishes of the participant will be taken into account as far as possible. The organiser reserves the right to subsequently adjust the allocation of space in special cases, even after allocation.

The participant may only use the allocated stand space. In addition, it is not permitted to set up chairs, benches or tables in front of the stand or to allow furnishings to protrude beyond the stand area, unless otherwise agreed with the organiser. Furthermore, it is not permitted to use chairs, benches, or tables intended as seating for visitors to the summer festival and rented by the organiser as stand equipment. The organiser will provide the participant with market stalls/tents from a third party supplier for a fee if a corresponding booking is made in the registration form. These will be available to set up at the beginning of the first clearing period. Damage to the market stalls/tents must be reported immediately. **The participant is liable** for any damage to the market stalls/tents of the third-party supplier that occurs during the event.

Only weatherproof market stalls/tents that can also remain standing overnight may be set up. The participant himself/herself shall ensure that his/her property as well as the market stalls/tents rented by him/her are protected against destruction due to force majeure, e.g. rain, wind, flooding, etc.

The participant shall ensure that both their name and the name of the organisation/company (if applicable), along with contact details, are clearly displayed on their stand during the event hours. The sign will be created by the organiser on the basis of the data provided during registration and will be displayed before the stand is occupied.



4 Food, dishes, and products offerings

4.1 Offerings of vegan food, dishes, drinks, and products

Only vegan food, dishes, drinks, and products may be used or offered for sale.

Beverages may only be offered for sale if they do not correspond to the offerings made for sale by the organiser. A list of the drinks offered by the organiser is attached at the end of this document.

Providing offerings of animal-based food, meals, beverages, or products can be penalised by the organiser with a contractual penalty up to the amount of the respective stand fees, but at least 100 Euro. A repeated violation will lead to immediate exclusion from the festival, and the exhibitor will have no right to a refund of the costs already invoiced.

4.2 Application binding

Only the food, meals, beverages, and products specified in the application form may be offered for sale. A change in the offerings to be made available requires the prior consent of the organiser.

4.3 Unpacked food

Unpackaged food and prepared products may only be handed out at catering stands. At all other types of stands, the distribution of free samples, unpackaged food, food and beverages is permitted only in agreement with the organiser.

5 Event times, clearance times, access, night regulations

5.1 Event times, clearance times

The Summer Fest will take place at the following times (event times):

- Friday, June 16, 2023, 12 – 8 pm
- Saturday, June 17, 2023, 11 am – 8 pm
- Sunday, June 18, 2023, 12 – 6 pm

The following times are scheduled for setting up and dismantling as well as moving in and out of the booths (clearance times):

- Thursday, June 15, 2023, 4 pm – 6 pm (only for food trucks or in consultation with the organiser).
- Friday, June 16, 2023, 9 am – 12 noon and 8 pm – 9 pm



VEGANES SOMMERFEST BERLIN

- Saturday, June 17, 2023, 9 am – 11 am and 8 pm – 9 pm
- Sunday, June 18, 2023, 11 am – 12 noon and 6 pm – 8 pm

The participant must ensure that their stand is manned for the entire duration of the event and that only the registered services or goods are offered for sale. In particular, setup must take place in good time and dismantling may not begin before the end of the event. This also applies to information stands.

Setup and dismantling, as well as moving in and out of the stands, is only possible during the clearing times. Similarly, vehicles may only be driven onto the premises during the specified clearing times.

Violations of these regulations concerning event and clearing times will incur a penalty fee payable to the organiser up to the amount of the respective stand fees, but at least 100 euros. Acts in contravention of the driveway regulations endanger the course of the festival and can lead to immediate expulsion.

5.2 Access and parking regulation

Driving into the event location requires an official permit. For this purpose, the motor vehicle must be declared when registering for the summer festival, stating the official license plate number and the vehicle owner. There will be a fee of 40 euros, which will be charged to the participant. The participant will be issued an access permit, which must be visibly attached behind the windshield.

Access to the venue is possible only via the route that will be communicated by the organiser in due time.

Parking on the festival site is not allowed and vehicles must be removed from the festival site after loading and unloading.

Refrigerated trailers may be parked in a location that will be communicated by the organiser in due time.

The organiser reserves the right to temporarily prevent vehicles from entering the site if there are too many vehicles at any one time. For this reason, the participant should start setting up or clearing his stand as early as possible. Vehicles must be removed from the site half an hour before the start of the event.

Unlawful driving or parking in the event area will incur a penalty fee of 100€, and the participant and their vehicle will be expelled from the premises.

5.3 Night control

Alexanderplatz cannot be locked overnight, and is open to the public at all times. The market stalls/tents that are rented from the organiser also cannot be locked. The



organiser will provide a certain level of security outside the event and during clearance times. **However, the organiser does not assume any liability in the case of loss or damage of the participant's property.**

It is therefore advisable to clear the stand completely overnight. Alternatively, the participant can also provide a night guard for their stand at their own expense. This person must register with the security service at the end of the evening clearing period and provide proof of identity.

6 Infrastructure: electricity, water, waste disposal

6.1 Power supply

The organiser provides the power supply. The operation of generators by participants is not permitted.

Electricity is not directly connected to the stands. Participants who have registered their need for electricity – which includes **all catering stands** due to the obligation to provide hot water – must bring an extension cable of at least 50 meters in length that has been approved for the purpose.

Claims for damages against the organiser due to disruptions in the power supply are excluded.

6.2 Drinking water supply and wastewater disposal

Lines for water supply and wastewater disposal are available directly at the stands if a suitable sink with a water heater is booked through the organiser. If the participant provides a suitable sink with a water heater (see also the 'Hygiene' section) or if it is a food truck, water and wastewater connections must be made by the participant. The organiser recommends a minimum length of 20 m of drinking-water hose (GEKA connectors).

Claims for damages against the organiser due to disruptions in the water supply and wastewater disposal are excluded.

6.3 Waste disposal and cleanliness

All cardboard boxes, outer packaging, old frying fat, etc. **must be disposed of by the participant and recycled if possible**. A limited number of waste containers will be made available. Stands selling goods with a high waste content (e.g. whole drinking coconuts) must independently book additional waste containers subject to a charge with the service provider, commissioned by the organiser, and state this when registering, or arrange for the provision of appropriate disposal containers themselves by arrangement with the organiser.

The participant is responsible for keeping their stand and its surroundings free of litter during the event. It is recommended that participants provide their own waste containers at their stands.

The display and distribution of flyers, stickers, and other advertising and information material outside the stands is not permitted. This serves to protect the environment as well as to maintain an appealing overall impression of the festival. Violations of these conditions will incur a contractual penalty of 100 euros. Payment of the contractual penalty does not release the exhibitor from the obligation to dispose of cartons and packaging and to clean the stand and its surroundings. In the event of such violations, the organiser may carry out the cleaning themselves; in such cases, a minimum cleaning fee of 250 euros shall be deemed to have been agreed upon. The participant reserves the right to prove a lesser damage.

7 Permits, requirements, hygiene, and mandatory reusability

7.1 Permits, conditions

Participants are responsible for obtaining and complying with any necessary permits (business registration, food-personnel hygiene, etc.) and official requirements, in terms of any particular safety and hygiene requirements.

7.2 Hygiene when handling unpacked food

The following points are not an exhaustive list of hygiene regulations. The participant must inform themselves about any other applicable guidelines.

- Stands must be supplied with hot and cold water and connected to a sewage system.
- Hand washing and the washing of dishes and kitchen utensils must be done in separate sinks, thus a double sink is required.
- All surfaces in food-service stands must be washable.



VEGANES SOMMERFEST BERLIN

- Food must be protected from harmful effects, e.g., spit guard.
- Persons handling unpackaged food must have an appropriate and valid health certificate (formerly Red Card).
- The link below provides official advice from the Berlin Food Supervisory Authority (download the leaflet titled 'Hygienic requirements for the sale of food in street trading, at markets and public festivals')
<https://www.berlin.de/ba-mitte/politik-und-verwaltung/aemter/ordnungsamt/veterinaer-und-lebensmittelaufsicht/lebensmittelaufsicht-445676.php>

7.3 Mandatory reusable packaging

Due to regulatory requirements, disposable tableware and cutlery may not be used. Beverages may not be dispensed in cans, composite packaging, disposable bottles or cups, but only in reusable bottles, cups, glasses or cups.

If it is not possible to dispense with tableware altogether, reusable tableware should be handed out, taken back and washed by the participant. Alternatives require consultation with the organizer.

The distribution of portion packs (ketchup, mustard, sugar, etc.) is prohibited.

Violations of these conditions will incur a contractual penalty up to the amount of the respective stand fees, at least 100 euros per violation.

8 Expiration periods

All claims of the participant against the organiser from the underlying contract expire if they are not asserted within a preclusion period of six months after the end of the event.

9 Place of performance and exclusive place of jurisdiction

The place of performance and exclusive place of jurisdiction shall be Berlin. German law shall apply.

10 Deviating agreements

Changes or additions to these conditions, the registration/price list, and the declaration of exemption can be made by the organiser and communicated to the participants in simple text form. The written-form requirement can only be waived by written agreement.



VEGANES SOMMERFEST
BERLIN

Note that the data protection legal notices listed by us on our website as well as our data protection declaration (www.veganes-sommerfest-berlin.de) apply to details provided in this agreement.

I accept the above terms and conditions.

Place/Date/Name/Signature/Stamp