

TERMS AND CONDITIONS

SX Festival & SX Expo 2026

1. General provisions, definitions

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These regulations constitute the general terms of the agreement within the framework of **SX Festival & SX Expo** by **SX Tech EU GmbH**, address: Berlin, Level 8, Linkstraße 2, Potsdamer Platz, Berlin 10785.

The terms used herein, capitalized, mean:

1.1 Organizer – SX Festival & SX Expo by SX Tech EU GmbH, address: Berlin, Level 8, Linkstraße 2, Potsdamer Platz, Berlin 10785.

1.2 Email Address – hello@sxtech.eu

1.3 Expo – held by SX Tech EU GmbH, which will take place at a physical space. The detailed list of venue complexes will be made available to the public and attached to the Terms and Conditions no later than 30.09.2025

Date of Expo: 27–28 June 2026

1.4 Regulations – The present document constitutes the general conditions of the Agreement.

1.5 Exhibitor – A natural person, legal person, or entity without legal personality, that conducts business activity related to sex tech, wellness, adult tech, and mainstream tech industry.

1.6 Stand – Rental Expo space organized as “exhibitor space”

1.7 Pavilion – An exhibition “booth” located in the “exhibitor space”

1.8 Agreement – An agreement concluded on the terms specified in the Regulations between the Organizer and the Exhibitor, defining the rights and obligations of the Organizer and the Exhibitor;

1.9 Expo Website – Made available by the Organizer on the Internet at <http://www.sxtech.eu> and <https://sxtech.eu/expo>, enabling, inter alia, the conclusion of the Agreement between the Organizer and the Exhibitor.

1.10 Visitor – A natural person who is neither an Exhibitor nor a representative of the Organizer, but who is present in the Stand and Pavilion during the Expo.

1.11 Additional Services – Above-standard benefits provided by the Organizer not falling within any of the categories of Stands, individually agreed with the Exhibitor, in particular as to their scope and remuneration payable to the Organizer.

2. Obligations of the Organizer

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2.1 Organizer provides Exhibitors, on the terms specified in the Regulations, with Stands in a category chosen by the Exhibitor. The Organizer offers the following categories of Stands:

- **Stand 0** – (Corner Location) 1.5 m × 1.5 m (2.25 m²)
- **Stand A** – (Corner Location) 4 m × 3 m (12 m²)
- **Stand B** – (Central Location) 4 m × 4 m (16 m²)
- **Stand C** – (Corner Location) 6 m × 4 m (32 m²)
- **Stand D** – (Premium Central Location) 8 m × 4 m (36 m²)

2.2 Within the Stand ("Expo Space"), for the duration of the Expo, the Organizer allows Exhibitors to use:

2.2.1 Chosen Pavilions by order – available on www.sxtech.eu; other Pavilions may be ordered individually by the Exhibitor outside of the available catalog.

2.2.2 The logo of the Exhibitor is placed on the server owned by the Organizer.

2.2.3 Four technical support services are provided:

- 500W power outlet
- Team tickets (quantity based on Stand size)
- Logo on the Organizer's website www.sxtech.eu
- Marketing deliverables (based on Stand size)

2.3 The possibility of placing a customized Stand ("exhibitor booth") surface, as referred to in point 2.2.1, by extension of space and features available on www.sxtech.eu and the advertising by the Organizer, requires direct mailing contact with the Organizer and a separate agreement.

2.4 The Organizer provides the Exhibitor with access to the infrastructure connections of the Expo.

2.5 The Organizer allows Exhibitors to receive Additional Services related to the Expo, provided that the scope of such Additional Services and remuneration payable to the Organizer are previously agreed upon. To order Additional Services, please contact the Organizer by email (address indicated in Section 1.2.1 of the Regulations).

3. Conclusion of the Agreement with the Organizer

3.1 The Agreement with the Organizer—covering the use of one or more Stands, marketing services, or Additional Services—is concluded electronically via the Expo Website, with terms agreed separately where needed.

3.2 The condition for the conclusion of the Agreement, as referred to in paragraph 3.1, is:

- Choosing by the Exhibitor at least one Stand or Pavilion, whereas the selection of Stand or Pavilion by the Exhibitor is carried out with the help of the application provided by the Organizer as part of the Expo Website.
- Filling out the registration form,
- Acceptance of the Terms and Conditions SX Festival & SX Expo 2026.

3.3 The Agreement is concluded at the time of acceptance of the Regulations, which completes the Exhibitor's registration process.

4. Remuneration

4.1 Organizers under the Agreement shall be entitled to remuneration in the amount specified in the current price list available on the www.sxtech.eu Website or Custom Offer.

4.2 Upon the conclusion of the Agreement, the Exhibitor is obliged to pay the Organizer for services provided by the Organizer under the Agreement, including the Stand, Pavilion, and Additional Services.

4.3 The remuneration is the sum of the products of the number of Stands and/or Pavilions selected by the Exhibitor and their rates specified on the date of conclusion of the Contract, as per the price list available on the www.sxtech.eu website.

4.4 The Exhibitor is informed that the prices of Stands and Presentations are dependent on tranche pricing, within the scope of which the Exhibitor enters into an Agreement, under the principle that the later the signing of the contract, the higher the price. The price changes do not apply to contracts concluded before the announcement of price list changes on the Expo Website.

4.5 Upon conclusion of the Agreement, the Organizer will send to the Exhibitor's email address, provided during registration, a proforma invoice. After payment, the Organizer will issue and send a final invoice to the same email address.

4.6 The Exhibitor is obliged to make the payment to the account of the Organizer indicated on the proforma invoice within 5 (five) working days from the date of conclusion of the Agreement.

4.7 In the absence of full payment by the deadline referred to in paragraph 4.6, the Agreement is terminated with immediate effect, without notice to the Exhibitor, by sending an email to the Exhibitor's address provided during registration on the Expo Website. The Exhibitor is not entitled to any claims in this respect.

4.8 The payment date shall be the date on which the funds are credited to the Organizer's bank account.

4.9 The Exhibitor authorizes the Organizer to issue VAT invoices and proforma VAT invoices electronically and to transmit them as a file in PDF format to the email address provided during registration on the Expo Website.

4.10 Exhibitors who failed to make timely payment of all remuneration due to the Organizer are entitled to conclude another Agreement with the Organizer, but only within successive tranches of pricing. However, if the previous Agreement was concluded in the last tranche, the Exhibitor is entitled to conclude the new Agreement at the same tranche

5. Termination of the Agreement

5.1 Each Exhibitor may, without giving any reason, terminate the Agreement in writing, without notice, within a 4-week notice period (28 days) before the event, i.e., before the Expo pre-production day, which is Friday, 29th May 2026 (exactly 4 weeks before June 26, 2026).

5.2 In the event of termination of the Agreement by the Exhibitor by Friday, 29th May 2026, the payment already made shall be settled as follows: the Organizer returns 50% (fifty percent) of the advance payment made, while retaining the remaining 50% (fifty percent) as a fee for making the Exhibitor's profile available on the www.sxtech.eu Website and for marketing services.

5.3 In the event of termination of the Agreement by the Exhibitor after Friday, 29th May 2026, the Organizer does not return the payment made, whilst retaining 100% (one hundred percent) of the amount paid as a fee for making the Exhibitor's profile available on the www.sxtech.eu Website.

5.4 The Organizer reserves the right to cancel the Expo for reasons beyond its control, especially due to an insufficient number of participants or due to force majeure (the outbreak of an epidemic or pandemic shall be treated as a case of force majeure). The Organizer reserves the right to provide new conference dates up to 3 weeks before the change.

5.5 Exhibitors will be notified of the cancellation or postponement of the Expo by an email sent to the address provided by the Exhibitor during registration through the Expo Website.

5.6 In case of cancellation of the Expo, the Agreement shall automatically terminate, and Exhibitors shall have a claim for the payment made in total.

5.7 In case of postponement of the Expo to a new date, the Exhibitor has the right to claim 50% of the payment made and terminate the Agreement, or the Exhibitor can move the service to the next announced dates with no extra fees (the Exhibitor and Organizer will sign an appendix to the Agreement stating the conditions of amendments).

5.8 In case of cancellation of the Expo, the Organizer is not liable for damages to the Exhibitor.

5.9 The Organizer reserves the right to terminate this Agreement immediately in case, according to the unfettered evaluation of the Organizer, the activity led by the Exhibitor is not within the framework of the activities referred to in Section 1.2.4 of the Regulations. In that case, the Organizer will inform the Exhibitor of termination of the Agreement by sending an email to the address provided by the Exhibitor during registration through the Expo Website, and the Exhibitor shall have no claim for the payment made in total.

5.10 The Organizer reserves the right to terminate the Agreement within 10 days from the date of its conclusion without giving any reason. The provisions of paragraph 5.9, second sentence, shall apply accordingly.

6. Liability of the Organizer

6.1 Subject to the provisions of paragraphs 5.5 to 5.9, the Organizer shall be liable for non-performance or improper performance of the Agreement only to the extent of the actual damages suffered by the Exhibitor, limited to the amount paid by the Exhibitor as remuneration.

6.2 The Organizer is not liable for the lost profits of the Exhibitor.

6.3 The Organizer is not liable for any damage caused to Exhibitors by other Exhibitors or other third parties.

6.4 The Organizer specifically is not liable for any of the items left by the Exhibitor at the Pavilion, in particular at the Stand, including any loss or damage

7. The terms of use of the Stand

7.1 The Exhibitor may not use the Stands in a manner inconsistent with their purpose. In particular, the Exhibitor may not:

- use devices within the Stands whose total power consumption exceeds the available power connection,
- place within the Stands a roll-up or advertising wall with dimensions larger than those laid down for the Stand of a given category. Advertising walls may only be placed at the back of the Stands.

It is prohibited to use coffee/beer machines within the Stand.

7.2 In order to arrange this, the Stands Organizer provides the Exhibitor with a Stand on June 26th, 2026, from 7:00 AM, and on the days of the Expo, two (2) hours before the commencement of the Expo — i.e., on June 27th, 2026, and June 28th, 2026.

7.3 The Exhibitor cannot proceed with the dismantling of the Stand before 6:00 PM on June 28th, 2026.

7.4 Exhibitors may use any number of Stands.

7.5 The Exhibitor can use only one Stand to promote a product (good or service), whereas “promotion” shall be understood as presenting an offer of a product or service; a single product or service shall be understood as a group of products or services offered by the Exhibitor under one brand (trademark which constitutes a distinctive sign).

7.6 The Exhibitor must deconstruct its Pavilion completely on June 28th, 2026, by 11:00 PM. The Exhibitor must remove all promotional materials, stands, merchandise, or goods brought to the Pavilion by them or persons authorized by them by 11:00 PM.

7.7 In the case of the remaining items referred to in point 7.6 found on the Stand or in any other place in the Pavilion, the Organizer will remove these items at the expense of the Exhibitor and store them at the Exhibitor's expense and risk.

7.8 Subject to the provisions of point 8, any activity of Exhibitors within the Expo, and in particular promotional and marketing activities, should take place only at the Stand of the Exhibitor. Any promotional or marketing activity outside the Exhibitor's Stand is only possible based on a separate agreement with the Organizer, concluded in writing, under pain of nullity.

7.9 Upon completion of the Expo, the Exhibitor is obliged to return all items that constitute the equipment of the Stands without deterioration exceeding the effects of normal use.

8. Contractual Penalties

8.1 In the event of a breach by the Exhibitor of the provisions of paragraph 7.1, the Exhibitor pays to the Organizer, on first call, a contractual penalty of 50% of the payment mentioned in paragraph 4.1 of the Regulations, for each act of breach.

8.2 In the event of a breach by the Exhibitor of the provisions of paragraph 7.3, the Exhibitor pays to the Organizer, on first call, a contractual penalty of 25% of the payment mentioned in paragraph 4.1 of the Regulations, for each act of breach.

8.3 In the event of a breach by the Exhibitor of the provisions of paragraph 7.5, the Exhibitor pays to the Organizer, on first call, a contractual penalty of 25% of the payment mentioned in paragraph 4.1 of the Regulations, for each act of breach.

8.4 In the event of a breach by the Exhibitor of the provisions of paragraph 7.6, the Exhibitor pays to the Organizer, on first call, a contractual penalty of 50% of the payment mentioned in paragraph 4.1 of the Regulations, for each act of breach.

8.5 In the event of a breach by the Exhibitor of the provisions of paragraph 7.8, the Exhibitor pays to the Organizer, on first call, a contractual penalty of 50% of the payment mentioned in paragraph 4.1 of the Regulations, for each act of breach.

8.6 The Organizer reserves the right to seek damages in an amount exceeding the amount of contractual penalties.

9. Exhibitor's profile within the Virtual Catalogue of Exhibitors

9.1 The Organizer, as part of the remuneration, as referred to in point 4, provides Exhibitors within the Expo Website with an Exhibitor's profile available for users of the website.

9.2 The Exhibitor undertakes to complete the profile with all the information required by the Organizer, in particular, submit a logo to the profile, information about its business, as well as prepare and include in the profile information on the special offer for Visitors.

9.3 The Organizer reserves the right not to make the Exhibitor's profile available to the users of the Expo Website if the Exhibitor fails to perform any of the duties set out in point 9.2.

9.4 The data submitted by the Exhibitor as part of the profile, i.e. name, logo, and description of the activities, will be presented by the Organizer in the Virtual Catalogue of Exhibitors accessible on the Expo Website.

9.5 The Exhibitor, upon the conclusion of the Agreement, grants the Organizer a free, permanent, territorially unlimited license starting from the date of conclusion of the Agreement to use the materials placed within the Exhibitor's profile to promote the Expo, including its further editions and in the media, in particular in the press, radio, television, within the Expo Website, in transmissions directed to general Internet users by any means of communication within the network, in email messages, as well as to promote the activities of the Organizer within the scope described above. The Exhibitor can cancel the license by notifying the Organizer in writing (email is stated in point 1.2.1 of this Agreement).

9.6 The Exhibitor's profile will be removed from the Virtual Catalogue of Exhibitors immediately after termination of the Agreement.

10. The activities of third parties

10.1 The Expo Organizer is the sole administrator of the Pavilion and grants access to its area only to Exhibitors and their authorized representatives, Visitors, and the Organizer's own employees and associates.

10.2 Staying at the Pavilion during the Expo by persons other than Exhibitors, their authorized representatives, Visitors, and employees or associates of the Organizer is prohibited.

10.3 Subject to paragraph 8.8, running at the time of the Expo in the Pavilion of any business, promotional activity, including sale or provision of services for Exhibitors or Visitors, paid or unpaid, requires the prior written consent of the Organizer under pain of nullity.

10.4 Taking pictures and recording video at the Pavilion during the Expo outside of the Exhibitor's Stand area requires the prior written consent of the Organizer under pain of nullity.

11. Jurisdiction

11.1 Any disputes between Exhibitors and the Organizer will be solved amicably, and if there is no agreement between them, the dispute will be settled by the court of law competent ratione loci for the Organizer.

12. Governing law

12.1 The governing law shall be the Law of Germany.

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13. Entry into force and amendments to the Regulations

The Regulations come into force on 1st January 2025.

The Organizer reserves the right to amend the Regulations; however, any revised version will apply to agreements concluded before the amendments only if the Exhibitor provides explicit consent. Amendments to the Regulations take effect on the date of their publication on the Expo Website.