

Exclusive contacts for your success:

# E-Newsletter

For  
ProSweets Cologne  
exhibitors only



# NEW IDEAS FOR SWEET PRODUCTION

4 days  
parallel to  
ISM!

THE INTERNATIONAL TRADE FAIR OF SUPPLIERS  
FOR THE CONFECTIONERY INDUSTRY

Cologne, 31/01 – 03/02/2010

# The ProSweets Cologne E-Newsletter: 35,000 contacts worldwide for your success



The ProSweets Cologne e-Newsletter is the main information outlet used in the run-up to the trade fair. The five issues of the newsletter are sent to ProSweets Cologne exhibitors and visitors. That means 35,000 very interested contacts from around the world. This global form of advertising enables you to reach 100 % of the fair's trade visitors before it even begins. Losses due to spreading are virtually impossible.

## The target group:

- more than 35,000 contacts worldwide

## The media data:

- Frequency: 5 E-Newsletters
- Period: November 2009 – February 2010

## The key facts

- Global advertising media for exhibitors only
- High exclusivity: top decision-makers and opinion-shapers
- Appeal to an interested public with specialist knowledge
- Modern advertising formats with links
- 100 % relevance for target groups
- No spreading losses
- Personal appeal
- Top-quality mailing list
- Multiple issues
- High cost-benefit ratio

# Online advertising for widespread publicity

Exclusively for you as an exhibitor: Placement in the ProSweets Cologne E-Newsletters! You can take advantage of the Newsletter's direct links to the companies of your potential customers, which will enable you to achieve even better results at Anuga.

## Your advertising options at a glance (For example photokina):

Falls der Newsletter nicht korrekt angezeigt wird, klicken Sie bitte hier.

photokina world of Imaging  
photokina 23.-28.09.2008  
Sehr geehrte Damen und Herren,  
in der 1. Ausgabe von photokina BESUCHERnews steht die photokina Pressekonferenz in Nürnberg ebenso im Fokus wie der neue Internetauftritt der photokina sowie weitere News aus der Photo- und Imaging-Branche.  
Viel Spaß bei der Lektüre wünscht Ihnen das  
photokina Team  
**Themen heute:**  
photokina 2008 präsentiert sich mit runderneuertem Internetauftritt  
photokina bekräftigt Führungsanspruch in der digitalen Bildkommunikation  
Trendletter Zukunftsmarkt Photo und Imaging  
Mit Licht betriebene Kameras  
Neues Verfahren zur Produktion optischer Linsen  
Brennstoffzellen in digitalen Kameras  
Neues Verfahren zur Produktion optischer Linsen  
Mit Camphones Dokumente einscannen  
photokina 2008 präsentiert sich mit runderneuertem Internetauftritt

photokina BESUCHERnews 12/07

Daten und Fakten

Datum: 23. - 28.09.2008

Veranstalter Koelnmesse GmbH Photoindustrie-Verband e.V.

Webseite www.photokina.de

Den Hallenplan mit den Angebotsschwerpunkten der photokina 2008 können Sie sich hier herunterladen.

Links

E-Mail Kontakt

Anreise & Aufenthalt

Presseinformationen

Rückblick 2006

Text-Links

Text-Links

einfordern", so Oliver P. Kuhn, Geschäftsführer der Koelnmesse GmbH am 3. Dezember 2007 auf einer Fachpressekonferenz in Nürnberg.

Die Veranstalter - Koelnmesse und Photoindustrie-Verband - erwarten 2008 ca. 1.600 Anbieter aus rund 50 Ländern. Der Auslandsanteil werde wie 2006 wieder bei über 60 Prozent liegen. Zahlreiche ausstellende Unternehmen - darunter Canon, Samsung und Panasonic - werden zudem im kommenden Jahr ihre Ausstellungsflächen nochmals vergrößern.

Dies sei ein klares Signal für das Wachstum des Gesamtmarktes, so Kuhn.

Mehr Informationen

Text-Anzeige / Text Links

Text-Anzeige / Text-Link

In dieser Rubrik können die Sponsoren mit ihrem Logo (z.B. 130 x 80 px) erscheinen und einen Text-Link (42Zeil./8 25 Zeich.) platzieren.

Big Button 130 x 80

Auf den Seiten der Visual Gallery finden Sie in Kürze erste Informationen zum kulturellen Highlight im Rahmenprogramm der photokina 2008.

Text link 4 lines, 25 characters each

Gallery finden Sie in Kürze erste Informationen zum kulturellen Highlight im Rahmenprogramm der photokina 2008.

Button / Sponsoren

Button / Sponsoren

kleines Werbeformat zum Ankleben, auf dem sich der Werbetreibende kurz und knapp präsentiert, in der Regel nur mit einem Logo

Töne kann man jetzt sehen

Mit einer Spezialkamera lokalisieren Berliner Forscher Geräuschquellen - und revolutionieren damit die Schallanalyse. Es funktioniert, vereinfacht dargestellt, so: Eine Videokamera speichert ein Bild der Geräuschquelle.

Zugleich zeichnen Präzisionsmikrofone die Schallwellen auf. Ein spezieller Datenerreger digitalisiert und speichert sie. Für jedes Mikro auf einem Kanal Daraus erstellt der Rechner eine Geräuschkarte und legt sie als farbiges Schallbild über das Foto. In diesen akustischen Fotos erscheinen die lautesten Quellen rot, die leisesten blau, grün und gelb legen dazwischen.

>> Mehr zur Acoustic - Kamera

**Banner Full 424x70**  
**Big button 130 x 80**  
**+ text link 4 lines, 25 characters each**

# Online advertising for widespread publicity



Neues Verfahren zur Produktion optischer Linsen

**Content Advertorial**  
Forscher des Fraunhofer Institutes haben eine neue Technik entwickelt, um Pressgläslinsen herzustellen.


Diese Gläser werden unter anderem in Kameras, Autolampen und anderen optischen Produkten verwendet.

[>> mehr zum Verfahren](#)

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Brennstoffzellen in digitalen Kameras

Möglicherweise werden Brennstoffzellen in naher Zukunft für die Energieversorgung in digitalen Kameras sorgen. Laut des Magazins „FuelCellToday“ entwickelt Samsung Electro-Mechanics eine winzig kleine Brennstoffzelle mit Wasserstoffgenerator, die mit Wasser betrieben wird.



[>> Was die Experten denken....](#)

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**Content  
advertorial**

**Text with  
>> more...  
more links,  
any length**

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**Rectangle + text link  
Image: 150 x 200  
+ text link  
7 lines,  
65 characters each  
Overall size:  
424 x 200**



## Plan your optimal advertising appeal

Code	Dispatch date	CW	
1B/10/PS	12/11/09	46	Regular, up-to-date trade fair-related information, sector news, trend themes, advance ticket sales, and tips for travel and staying in Cologne
2B/10/PS	23/11/09	48	
3B/10/PS	07/12/09	50	
4B/10/PS	11/01/10	2	
5B/10/PS	25/01/09	4	
6B/10/PS	08/02/10	6	

Every newsletter issue focuses on specific theme areas. Position your company's message precisely and with a crossover effect in your target group. The linked banners enable you to lead them right to your website.

Benefit from high visibility among your customers!  
But keep in mind that ad space is limited, so contact us now!

# Costs and formats

## Price list

Advertisement	Size	Width (pixels)	Height (pixels)	Newsletter contacts	CPT	Price
Banner	Full	424	70	35.000	€ 17	€ 595
Rectangle	+ text link	424	200	35.000	€ 30	€ 1.050
Button	Big	130	80	35.000	€ 15	€ 525
Content advertorial	Text with > more... more links	424	200	35.000	€ 22	€ 770
Text link	4 lines, 25 characters each			35.000	€ 12	€ 420
Button	Big + text link; 4 lines, 25 characters each			35.000	€ 25	€ 875

Turnover increments	Discount
5.000 EUR	3 %
10.000 EUR	5 %
15.000 EUR	10 %
23.000 EUR	15 %
30.000 EUR	20 %

## The technical data:

### Usable file formats:

**Banner:** jpg, gif, html banner – maximum file size 12 kB

**Button:** jpg, gif, html banner – maximum file size 25 kB

**Content advertorial:** jpg, gif, html banner – maximum file size 25 kB

# Koelnmesse General Terms and Conditions for Advertising in Online Media



## 1. Advertising order

- (1) An "advertising order" for the purpose of the following General Terms and Conditions is an application to conclude a contract regarding the placement of one or more advertisements in Koelnmesse Group information and communication services – Internet + Newsletters especially – for the purpose of dissemination.
- (2) The advertising order is governed exclusively by the General Terms and Conditions and the price list of Koelnmesse, the latter representing an integral part of the contract. The validity of any general terms and conditions of the customer or other advertisers is expressly excluded.
- (3) Orders for the placement of advertisements in online media and in other media are governed by the general terms and conditions that apply to the relevant medium.

## 2. Advertisements

- (1) An advertisement for the purpose of these General Terms and Conditions may comprise one or more of the elements specified below:
  - an image and/or text, (for newsletters)
  - sound sequences and/or moving pictures for the website only (e.g. online banner for the website),
  - a sensitive area which, on clicking, connects to other data in the customer domain by means of an online address provided by the customer (e.g. link)
- (2) Advertisements not recognizable as such because of their design and/or structure will be clearly identified as advertising with the word "Advertisement".

## 3. Conclusion of the contract

- (1) The contract comes into being when the order is confirmed in writing or by e-mail. If no such confirmation is given, the order takes effect when the advertisement appears in the newsletter or is placed on the website. The General Terms and Conditions apply also in the event that confirmation is given verbally or by telephone.

- (2) If service-providers place orders, then, in case of doubt and subject to other written agreements, the contract comes into being with the service provider. Koelnmesse is entitled to require the service-provider to furnish customer verification. In this event, the advertiser and the agency are jointly and severally liable.
- (3) If more than one advertiser is to advertise goods or services within an advertising space (e.g. banner, pop-up advertising), this requires an additional agreement concluded in writing or by e-mail.

## 4. Period for performance

If the customer is granted a right to release individual advertisements under a blanket order, the order must be completed within one year of the contract being concluded.

## 5. Order extension

If contracts have been concluded, the customer is entitled to place further advertisements – subject to capacity being available – within the period agreed or as specified in Article 4 in addition to the quantity specified in the order.

## 6. Delivery of data

- (1) The customer is obliged to deliver proper advertising material conforming to the format or technical specifications of Koelnmesse in good time before the start of placement. Koelnmesse will request replacement advertising material without delay if advertising copy is obviously unsuitable or damaged.
- (2) In the event that Koelnmesse stores the advertising materials without being obliged to do so, it will do so for a maximum of three months.
- (3) The customer must pay the costs incurred by Koelnmesse for modifications of the advertisement which are justified or desired by the customer.

# Koelnmesse General Terms and Conditions for Advertising in Online Media



## 7. Right of rejection

- (1) Koelnmesse reserves the right to reject or cancel advertising orders, including individual release orders under a blanket order, if
  - their content breaches statutes or provisions of the authorities or
  - their content was complained in a complaint procedure of the German Advertising Council (Deutscher Werberat) or
  - the interests of the Koelnmesse Group could be impaired or
  - their publication would be unreasonable for Koelnmesse because of their contents, origin or technical structure.The interests of Koelnmesse Group are impaired, inter alia, if advertising orders are placed by companies in competition with Koelnmesse or orders are placed whose content could endanger the success of the events taking place at the Cologne exhibition center.  
In view of the nature of Anuga as a business-to-business event, product advertising may not include information on prices. The stipulations of Item 7 of the Special Section of the Conditions of Participation apply accordingly.
- (2) In particular, Koelnmesse can withdraw an advertisement already published if the customer itself subsequently modifies the contents of the advertisement or subsequently modifies the data referred to by a link and thereby meets the requirements of Para (1).

## 8. Proprietary rights/transfer of rights

- (1) The customer guarantees that it possesses all rights required to place the advertisement. The customer shall indemnify Koelnmesse against all claims made by third parties in connection with the advertising order that could arise as a result of the breach of statutory provisions. Koelnmesse shall also be indemnified of the costs required for legal defense. The customer is obliged to support Koelnmesse in its legal defense against third parties in good faith with information and documents.
- (2) The customer assigns to Koelnmesse all rights required for the use of the advertising in online media of all kinds, including the Internet, including neighboring rights and all other rights required, also including but not limited to the rights of

reproduction, dissemination, transfer, transmission, extraction from a database and retrieval as well as, inter alia, for the following types of use:

- the right of use in other media, e. g. in advertising films, videos, books, brochures and on the Internet;
  - the right of reproduction and dissemination, i. e. the right to reproduce and disseminate the data and other working results any number of times;
  - the archiving rights, i. e. the right to gather the data and other working results and, if appropriate, to issue the same as a collection together with other advertising materials;
  - the right to transfer the rights granted to Koelnmesse wholly or in part to third parties;
  - the right to process or otherwise modify the data and other working results.
- The aforementioned rights are transferred in all cases without limitation as to time, place and content and entitle Koelnmesse to place the same worldwide using all known or newly developed technical processes and all known or newly developed forms of online media.

## 9. Koelnmesse warranty

- (1) Koelnmesse warrants, within the foreseeable requirements, to reproduce the advertisement as far as possible in conformity with the relevant usual technical standard. However, the customer is aware that according to the state of the art it does not make economic sense to produce a program that is wholly free of faults. The warranty does not apply to insignificant faults. An insignificant fault in the presentation of the advertisement exists if it is caused by
  - the use of an unsuitable visualizing software and/or hardware (e. g. browser) or
  - through a fault in the communications networks of other providers or
  - as a result of computer failure caused by system failure or
  - as a result of incomplete and/or non-updated offers on "proxies" (intermediate memories).

# Koelnmesse General Terms and Conditions for Advertising in Online Media



- (2) In the event of the quality of the advertisement being inadequate and constituting a major fault, the customer has the right to reduce the payment or to a substitute advertisement of perfect quality, however, only to the extent to which the purpose of the advertisement was impaired. In the event that the substitute advertising fails or is unacceptable, the customer has the right to reduce the payment or to rescind the contract.

If any defects in the advertising copy are not obvious, no claims are available to the customer in the event that publication is inadequate on those grounds. The same applies in the event of faults in repeated advertisement placements, if the customer does not report the fault before the advertisement next appears.

If an order cannot be performed for reasons for which Koelnmesse is not responsible (for example, on software or other technical grounds), especially due to computer failure, force majeure, strikes, statutory provisions, faults within the area of responsibility of third parties (e.g. other providers), network operators or service-providers or for similar reasons, the order will be performed at a later date as far as possible. In the event that the advertisement is placed after elimination of the fault within a reasonable period of time acceptable to the customer, Koelnmesse remains entitled to receive remuneration. Claims of the customer, regardless of their nature (but claims to compensation especially) are excluded.

## 10. Liability

Claims to compensation for damages against Koelnmesse are excluded for breaches of duty not affecting any essential contractual duties, unless such breaches are due to gross negligence or to deliberate culpable behavior on the part of Koelnmesse and/or its agents or employees. This limitation of liability does not apply in the event that Koelnmesse has strict liability under statutory regulations for harm to life, physical injury or harm to health as a consequence of negligence or intent. Koelnmesse is not liable for damages resulting directly or indirectly from the use of the newsletter and the information and data contained therein; this does not cover liability resulting from intent or gross negligence.

Koelnmesse is not liable for the content of external links; the operators of these links are solely responsible for their content.

Koelnmesse is not liable for loss or damage to advertising materials and other data provided by the customer or by other third parties involved by the customer, unless there has been intent or gross negligence.

Koelnmesse bears no liability for damages caused by force majeure.

## 11. Price list

- (1) The price list that appears on the Internet at the time of placing the order applies. If the advertising rate changes after conclusion of the contract, Koelnmesse is entitled to charge the price according to the price list in application at the time of publication; this does not apply to transactions with consumers if no more than four months have passed between conclusion of the contract and the time of publication.
- (2) Koelnmesse is entitled, in the event of an increase in its own costs of procurement, in particular as a result of rising costs for manufacturing, procurement and labor as well as fees, taxes and public duties at the event location, to increase the prices to cover the higher costs.
- (3) Discounts are determined according to the valid price list. Advertising agencies and other advertising brokers are obliged to adhere to the price lists of Koelnmesse in their quotations, contracts and bills to clients. Credit notes or discounts are always only given at the end of the advertising year.
- (4) The prices are net fixed prices plus any statutory rate of value added tax payable.

## 12. Payment

- (1) The total price is due for payment immediately on conclusion of the contract. The customer pays the full amount shown in the order confirmation by online payment using a credit card. Koelnmesse accepts the credit cards: Visa Card, Master Card, Diners Club, Amex. The payment is deemed to have been made only after the relevant amount has been credited to the account of Koelnmesse.

# Koelnmesse General Terms and Conditions for Advertising in Online Media



(2) In the event of default, interest is payable at the rate of 8% above the basic rate of interest according § 1 German Discount-Rate Transitional Act (DÜG).

Koelnmesse is entitled to claim any higher damages it may have suffered. This duty to compensate for damages is cancelled or reduced if the customer can show that Koelnmesse suffered no damages as a consequence of default in payment or that such damages were lower.

In the event of payment being delayed or not made in full, Koelnmesse is entitled to rescind the contract by revoking the order confirmation. Failure to pay the invoice on time also gives the event organizer the right to terminate the contract.

(3) Doubt about the customer's ability to pay gives Koelnmesse the right, also during the term of the contract, to make the appearance of further advertisements dependent on the advance payment of the amount and/or on settlement of the invoice amounts still outstanding, regardless of the time allowed for payment originally agreed.

(4) Complaints about the invoice must be made within two weeks of receipt.

(5) The customer may only exercise a right of withholding or set-off against the receivables arising from the contractual relations if the customer's receivables are undisputed or are final and legally binding.

## 13. Termination

The termination of advertising orders by the customer without giving the reasons is valid if received by Koelnmesse no later than 2 weeks before the relevant newsletter mailing date; notices of termination received later take effect for the next mailing date thereafter.

Koelnmesse may give notice of termination in addition to the cases specified in Article 7 if the customer fails to meet his payment obligations despite receiving a reminder or Koelnmesse stops publishing the newsletter.

Notice of termination must be sent in writing or by e-mail.

## 14. Placement confirmations

We reserve the right to modify placements subsequently, even after confirmation, in particular on technical grounds. This does not give the customer claims of any kind whatsoever and excludes claims to compensation in particular.

## 15. Data protection

The stipulations of the German Federal Law on Data Protection are complied with. The customer's data in question (name, address, e-mail etc.) are collected, processed, and utilized by Koelnmesse in an automated process only to the degree required for the purposes of establishing, drawing up and modifying a contract. Koelnmesse is entitled to transfer these data to a third party commissioned with the execution of the contract inasmuch as this is necessary for the fulfillment of existing contracts. The customer agrees that Koelnmesse is additionally entitled to collect, process and utilize data received for the purpose of advising customers, advertising, market research for its own purposes, and tailoring its services to customer demand. This consent by the customer to Koelnmesse can be withdrawn at any time and without explanation.

## 16. Severability clause/valid law/place of performance/place of jurisdiction

Should individual provisions of these General Terms and Conditions be, or become, invalid, the validity of the contract, or of the remaining provisions, shall not be affected. Invalid provisions will be replaced by valid provisions that come closest to fulfilling the purpose being pursued by the parties in question.

The law of the Federal Republic of Germany applies exclusively. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

# Koelnmesse General Terms and Conditions for Advertising in Online Media



Cologne is the exclusive place of performance for delivery, service and payment. If both contracting parties are merchants, Cologne has exclusive jurisdiction over any disputes arising directly or indirectly from the contract. It is agreed that Cologne, Federal Republic of Germany has exclusive jurisdiction over all disputes arising from international contracts (Art. 17 of the European Convention on the Jurisdiction and the Enforcement of Judgements in Civil and Commercial Matters of September 27, 1968). Koelnmesse is also entitled to bring an action at any other court that has jurisdiction on the basis of the European Convention of September 27, 1968.



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FOR THE CONFECTIONERY INDUSTRY

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ISM!