# **Rules and information 18+ Area**

The majority of the products offered should have a NSFW reference! The 18+ area is not intended as an alternative for artists who have not been given a place in the Artist Alley, but for artists who are explicitly aimed at an adult audience.

### **Different types of tables**

Which table is suitable for me?

**1.) Original-Art "regular":** These tables are for artists who want to exhibit their art and do it more as a hobby. Only original art may be sold here. These tables are a little smaller, but cheaper.

**2.) Original-Art "professional":** These tables are for artists who earn a living with their art. These tables are slightly larger and are more likely to be placed near the entrances and exits.

**3.) Fan-Art tables:** For hobby artists who also like to draw and present fan-art. The 50:50 rule is back this year! This means: 50% of the booth must be your own work and 50% can be fan art. **There will be random booth inspections!** 

### What is an Artist?

Since we had increasing problems with individual artists (especially with new artists in the scene) in recent years, we would like to explain in more detail what artists are and what defines them.

Artists only use their own created motifs for their products. NO purchased art. This applies to the entire range of items they offer. Artists are of course allowed to purchase materials that they need to create their artworks. An example would be clasps for pendants or bags. In general, the finished work should be at least 75% self-created.

The "Pokémon Terrariums" topic: The main feature, i.e. the figures, must be created by the artist themself (e.g. with polymer clay). If you use purchased figures, the terrariums should be designed in such a way that you can see artistic added value. For example, you modeled the terrain, cast a river, a pond or something similar with resin. You can easily change/rework the figures; Give them a new coat of paint, or model something into them.

**The "Shirt embroidery" topic:** As long as you have created the motif yourself (see Fan Art Guide), you can create embroidery. But if you don't just make a handful of shirts but go into mass production, then you are a merchant. Even as a merchant you don't have a free pass to simply use motifs from existing anime and manga. Take care of licenses or (as a merchant) have an artist draw for you and pay them fairly!

**The "Mass production" topic:** For original art (as long as you are the artist) mass production is not a problem since you are the rights holder yourself. However, fan art and mass production are not entirely compatible legally, as a commercial benefit must be assumed. A handful of buttons, tags, or something similar is okay for us (but that doesn't necessarily mean that it's okay under licensing law). Purchased mass-produced products from sites such as Wish, Temu or AliExpress are strictly prohibited without exception!

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## 1.) Ticket information and payment

By sending us the registration form, you are bindingly ordering your booth space including the agreed additional items (tickets, electricity, etc.). The bank details for the transfer are stated on the invoice. The amount must be paid within the payment deadline (specified on the invoice). If there are delays in payment, please let us know in good time so that we can respond.

Please indicate the intended use in the bank transfer!

All prices are VAT-free due to the small business regulation.

### 2.) Your booth

You can bring your own setup (e.g. trade fair stands) or supplement the booth with your own furniture (e.g. showcases, shelves, stands). However, this requires prior consultation and an additional agreement. Contact with the Artist Alley area manager is required.

Within the booth space limits (which are determined by the organizers in accordance with the agreed linear meters and any special agreements) each exhibitor can design their booth as they wish, taking into account applicable laws and standards and safety towards third parties. There may be slight deviations in the planned table size. The placement of goods and/or advertising material outside the booth area is not permitted and may result in additional costs or, if repeated, exclusion. It is not permitted to pass on or rent the booth space to third parties. Tables, columns and the immediate booth area must be inspected before the event and any defects must be reported immediately to the area manager. Any damage or damage that is not reported will be billed without exception. Protective earthing in accordance with ÖVEÖNORM E 8001-1 must be provided for the operation of electrical systems on live parts of your stand.

### 3.) Admission

Exhibitors for whom insolvency proceedings have been opened are excluded from participation. The organizer reserves the right to exclude exhibitors from participation without giving reasons.

### 4.) Cleaning

Exhibitors must ensure that the booth space is left in a clean condition. If this is not complied with, the organizer reserves the right to charge for the cleaning costs incurred.

## 5.) Products offered for sale

No commercial third-party items may be offered. Exhibitors must ensure compliance with applicable law themselves. Material that is not suitable for young people in accordance with the Youth Protection Act may not be freely accessible to minors and may only be sold to adult visitors upon presentation of a photo ID (except in the 18+ area, where controls are carried out anyway). In the event of repeated violations, the organizer reserves the right to have the booth cleared and to ban the exhibitor from the event. An excluded exhibitor has no right to a refund or forfeiture of booth costs. The sale of fan art is permitted if you have booked a fan art table. The artist must take care of any necessary licenses themselves and will not be controlled by the event.

#### The sale of artificially generated ("Ai-Art") images is PROHIBITED without exception!

18+ Area: We also ask that you respect the law regarding your works (e.g. images of minors in connection with sexual content). Food is excluded from sale.

## 6.) Failure to fulfill the conditions of participation

If the conditions of participation are violated and continue despite a warning from the organizer, the organizer has the right to exclude the exhibitor with immediate effect. An excluded exhibitor has no right to a refund or forfeiture of booth costs. In the event of gross violations, the organizer reserves the right to report the matter to the relevant authorities.

## 7.) Place of performance and jurisdiction

The place of performance and exclusive place of jurisdiction for all disputes between exhibitors and the organizer is Vienna, and in the event of disputes, the law applicable in Austria applies.

## 8.) Liability and insurance

The insurance of the goods and sales equipment brought by the exhibitors. The exhibitors are solely responsible for damage, burglary, theft, fire/water/transport damage. The exhibitor is liable for damage caused to third parties or the organizer in the area of the booth.

## 9.) Withdrawal/non-participation

If you withdraw from the binding registration two weeks before the event, the organizer reserves the right to charge 50% of the booth rent. If you cancel one week before the event, the organizer reserves the right to charge 100% of the booth rental fee. Before that, the ticket cancellation fee applies. Further information can be found here: <a href="http://www.aninite.at/tickets/">www.aninite.at/tickets/</a>

## 10.) Severability clause

If any provision of these terms and conditions of participation is/becomes invalid or incomplete, this will not affect the effectiveness of the remaining provisions. Rather, the ineffective provision must be replaced by an effective one that comes closest to the purpose pursued by the ineffective provision.

## 11.) Protection of data

With your signature you agree that the data you provide will be stored and kept safe. The data will not be passed on to third parties and will only be used for AniManga events. By signing, you also confirm that you have read and accepted the AniNite house rules and the above rules and information. The house rules can be viewed online at any time at <u>www.aninite.at</u> or are available on request.

# 12.)Other Information

Your wishes regarding the number of tables and additional requests will be taken into account during the planning process, but there is no legal claim. The exhibition space is deemed to be booked when written confirmation is received from the organiser.

Tables are allocated by one third each to a selection procedure, a first-come-first-serve principle and a lottery. Drawing duos who wish to share their table must indicate this in their registration form.

