

## GENERAL TERMS AND CONDITIONS

### CHAPTER 1 – Application of the Terms and Conditions:

1.1 Please read these terms and conditions (these "T&Cs") carefully as they govern the relationship between EUROPEXPO ("IPEM" or "Organizer") and you ("exhibitor" "participant" or "Client"). By submitting payment and/or signing a contract, you are agreeing to be legally bound by these T&Cs. These T&Cs are not subject to negotiation or one-off amendment.

1.2 "The provisions included in Sections B (Conference), C (Participant) and D (Exhibitor) shall apply depending on the types of Products being supplied by IPEM in each instance (either exclusively or together where more than one category of Product is being supplied). If any inconsistency arises between a general term and a Product-specific term, the Product-specific term shall prevail.

1.3 These regulations are applicable to all exhibitors or their principles and agents. By signing their booth contract, the Exhibitor accepts all the terms within the T&Cs, as well as those within the Exhibitor guide.

1.4 The Organizer alone decides on the location, the length, the dates, the opening and closing time of the event, the prices of booths, of entrance fees as well as the deadline for registrations. IPEM alone determines the category of people or companies admitted exhibiting and/or visit the event as well as the list of products or services presented.

1.5 The Organizer reserves the right, without the possibility for participants to claim any indemnity, of deciding at any time, the displacement, the prolongation, the postponement, or the early closing of the trade show. The Organizer may anytime change the name of the show, according to the evolution of the market or on public request; the Exhibitor cannot consider the changing of the name as a significant modification that could break the booth contract, especially for exhibitors engaged for many editions.

1.6 Any derogation is only valid, excepting stipulation to the contrary, for the edition(s) concerned and can in no way apply to other events.

### CHAPTER 2 – REGISTRATIONS, ADMISSIONS, GUARANTEES

2.1 The request to exhibit is filled out on an official booth contract made by the Organizer.

2.2 As previously stated, as soon as the Organizer receives the booth contract or payment is made, the two parties are contractually bound.

2.3 The Organizer reserves the right of rejecting, on a temporary or definite basis, any booking request that does not meet the required conditions. Temporary rejection motives of a possible booking by a company constitute, but are not limited to: incomplete forwarding of the required information, failure to provide payment or guarantees demanded by the Organizer, outstanding payments related to former exhibitions, the non-observance of previous obligations and notably of these General Regulations of the Exhibitor Guide, the non-suitability of the requesting party, of their products or services, with the aim, the spirit or the image of the event, the legal receivership of the exhibitor, their recognized state of insolvency, the lack of administrative or legal authorizations required for participation within the event, the risk of affecting, by its presence, the protected interests of consumers and/or the law and order, possibly disturbing the tranquillity of other exhibitors, or the safety of visitors.

2.4 The Exhibitor shall inform the Organizer on any element or event, which has taken place or has been revealed since their booking, which could affect the nature of their participation and could justify a re-examination of their admission.

2.5 Furthermore, the Organizer reserves the right of requesting, at any time, any additional information in relation with the foregoing and, if the case arises, of reviewing admission on indications that the information provided was false, erroneous, or may have become inexact. The down payment paid then remains acquired for the Organizer who furthermore reserves the right to take legal action for the payment of the whole price.

2.6 Registrations are nominal, personal and non-transferable. The admission bears no admissibility right for a future event, even in case of a participation agreement for several editions.

2.7 Except derogation granted by the Organizer by special request on their part, groups can only exhibit on collective booths if every company, member of the group, is individually admitted and has committed to pay the registration and insurance fees.

### **CHAPTER 3 – REGISTRATION AND PARTICIPATION FEES FOR EXHIBITORS**

3.1 Notwithstanding exceptional conditions, the Organizer reserves the right to refuse any contract which is not accompanied by a deposit payment.

3.2 The non-payment of the balance on the required due date, or the non-payment of a required instalment, implies, without prior injunction, loss of the right to exhibit, the down payment remains irrevocably acquired by the Organizer. This debt is rolled over to following editions.

3.3 Furthermore, the Organizer reserves the right to take legal action for the payment of the balance due, in spite of the non-participation, whatever the reason may be, of the registered exhibitor.

3.4 The payment schedule that the participant agrees to respect is the following: a 40% deposit of the full amount including VAT when the Organizer receives the booth contract and the remaining balance before March 18th, 2021. If the Exhibitor registers after the payment deadline, the invoice must be paid in full upon the Organizer's reception of the signed contract by the client. All invoices must be fully paid 3 business days before the event: Thursday, June 30th, 2021, failure to do so will result in the termination of the client's participation.

3.5 All our services are payable at the head office of EUROPEXPO. The only means of payment accepted are checks, credit card, bank transfer or cash. The failure to pay a single paper or bill at its due date immediately makes the whole debt payable even if not yet due.

3.6 The Exhibitor shall pay for any expenses resulting directly or indirectly from failure to pay, notably including protest expenses and recovery expenses (litigation and legal expenses...) including those arising from registered mail.

3.7 In the event of non-payment of all or part of the sums owed by the Exhibitor towards EUROPEXPO for any reason whatsoever, EUROPEXPO reserves the right, following unsuccessful reminders and/or injunctions, to refrain from delivering the booth to the Exhibitor or else to forbid him access to the booth/venue by all appropriate and lawful means, regardless of the provisions here above and without prejudice to its right to claim an indemnification for the harm it has suffered.

### **CHAPTER 4 – ACCREDITATION OF EXHIBITOR INCLUDED PASSES**

4.1 Exhibitors may accredit only their full-time employees from a single establishment in multiple countries. Employees must be registered under the country they are located. The Organizer may at any time request documentary evidence thereof. In the event an accredited participant does not meet the foregoing requirements, they shall be required to pay the registration fee applicable to visitors, as specified on the IPEM Market website.

### **CHAPTER 5 - ADVERTISING**

5.1 The Organizer reserves the exclusive right to post advertising in the venue where the event is held and in the immediate surrounding area. All forms of advertising are strictly forbidden, with the exception of advertising that uses the media specifically chosen from the Organizer's media kit and provided by solely by IPEM, the advertising spaces and events that the Organizer assigns and the advertising materials displayed within the exhibitor's booth. In the event of noncompliance with these requirements, the Organizer may remove such advertising at any time without prior notice.

5.2 Participants shall not in any form whatsoever display products or services or advertise companies or businesses that are not registered as exhibitors, without the Organizer's prior written authorization.

5.3 Furthermore, the distribution of leaflets, brochures, flyers or documents of any type for promotional or any other purposes is strictly limited within the company's booth and the immediate surrounding area and is subject to Organizer's prior authorization.

5.4 Participants shall not, in any manner whatsoever, advertise any practitioner or establishment that is a member of a regulated profession for which the national and official organization that represents the profession prohibits advertising.

5.5 In the event that the Exhibitor would like to distribute gifts/ promotional material/ goodies on their booth, they must first provide an exact description and images to the Organizer to obtain their approval.

## **CHAPTER 6 – MEDIA AND CONTENT**

6.1 The Organizer may provide the participants with newsletters, magazines, directories, databases, conference and event programs, websites and applications specific to the event (hereinafter, "IPEM's Media" or "Media").

6.2 The Organizer is the owner and publisher of its Media, which it publishes and distributes, apart from the networking content published online by Participants via MyIPEM or other social medias.

6.3 This Media is protected, and the participant shall therefore not use it in any manner whatsoever without the Organizer's prior written agreement. Therefore, participants shall in no event reproduce, modify, delete, distribute, grant and/or use IPEM's media content, in whole or in part, and in any manner whatsoever, without the prior written agreement of the Organizer or the right holders. Otherwise, participants risk being liable or being held liable. Except to share the program or other content specifically provided by IPEM to be shared or used for social media or other networking tools.

6.4 The participants authorize the Organizer to reproduce and use its own content, for the time period during which IPEM's Media is distributed, free of charge and in the whole world. The participant shall be solely liable for the information and documents that it provides and that are published and distributed via IPEM's Media. The participant may not hold the Organizer liable, including in the event of an error and/or omission, if due to erroneous or incomplete information provided by the participant. Furthermore, the Participant shall ensure that it holds all necessary authorizations and, failing this, shall hold the Organizer harmless in the event of any recourse.

6.5 Placing advertising in IPEM's Media: the Organizer shall determine the advertising spaces available in its Media and has a right to control all advertising distributed thereon in order to ensure compliance with applicable laws and protect the interests of the event and/or the participants. In particular, the Organizer may delete any statements that may directly or indirectly draw any participant away from the event venue, offend the public, present false or misleading information or promote unlawful or regulated activities, services or products, as well as any unlawful statement or image.

6.6 In the specific situation where a participant has placed an order for advertising on IPEM's Media but fails to provide the Organizer with the information and documents necessary for publication in a timely manner, the Organizer reserves the right to make other arrangements with respect to such advertising space. In such case, the participant shall not be entitled to claim a refund of the price of its order or any compensation.

6.7 The documents used to publish advertising shall be returned to the Participant or its representative only upon request.

6.8 All pictures, interviews, videos and other content captures during IPEM belongs to the Organizer and may be used for promotion of the current and any future event of IPEM and for any promotional material, both printed and online. Unless otherwise stated, IPEM panel discussions are "on the record" – quotes, videos and photographs may be used by the Organizer or any attending participant or media.

6.9 The Organizer reserves the right to change, modify or alter the content of the event at any moment they seem fit, including change in schedule, rooms, speakers, topics, etc.

## **CHAPTER 7 – UNFAIR COMPETITION AND PARASITIC PRACTICES**

7.1 Participants formally undertake not to engage in activities that are identical or similar to those conducted in the event venue, the immediate surrounding area or in any other exhibition area that the Organizer may designate, in particular, in places such as hotels or other sites external to the said event, during the period of the event.

7.2 Accordingly, exhibitors and participants undertake not to directly or indirectly draw any other participant away from any exhibition area for the purpose of presenting any of its products and/or services that are within the scope of the event. The Organizer reserves the right to have any breach of this provision evidenced by a sworn officer, to have the relevant participant pay the costs associated therewith and to initiate any legal action enabling it to assert its rights.

7.3 Any and all external events organized by an Exhibitor from 24 hours before the event until 24 hours after it, must be reported to the Organizer prior to their occurrence and must receive written approval from the Organizer. The Organizer may ask for all details and information regarding this event, including but not limited to: attendee list, venue, date, time. External events are forbidden during opening hours of IPEM.

## **CHAPTER 8 – METHODS OF CANCELLATION**

8.1 The booth space and participant contracts, including Exhibitor passes, additional and/or referrals, are definitive, irrevocable and not refundable. If the exhibitor/participant cancels or withdraws, at whatever time and for whatever reason, they are shall be deemed responsible for the payment in full of the amount of every invoice relating to their participation.

## **CHAPTER 9 – ATTRIBUTION OF SPACES**

9.1 Only the Organizer establishes the plan of the event and proceeds to the distribution of spaces.

9.2 The Organizer reserves the right to modify, every time they find suitable, in the interest of the event, the area, the layout and the emplacement of show surfaces, and even in case of a participation agreement for several editions.

9.3 The plans sent and the descriptions of booths include, if the location of the event allows it, dimensions as accurate as possible.

9.4 The Organizer cannot be held responsible for slight differences (+/- 10%), that could be noted between the dimensions indicated and the real dimensions of the pitch, nor for modifications made in the booths' environment (modification of neighbouring booths, reconfiguration of alleys...) during the booking period.

9.5 Solely the official booth constructor of the event may enter the venue and may be used by exhibitors. Exhibitors must reserve the booth proposed by the Organizer and may personalize it thereafter through the Organizer and with the official booth constructor provided.

## **CHAPTER 10 – OCCUPATION AND USE OF BOOTHS**

10.1 It is specifically prohibited to sell, sublet, exchange, gratuitously or against payment, all or part of the emplacement attributed by the Organizer. The goods exhibited shall directly depend on the exhibitor's activity. In the case of a representation, or a company trade agency, who are indirectly present in the trade show, the Organizer shall receive from indirect exhibitors the same registration and insurance fees as from direct exhibitors.

10.2 The Exhibitor cannot, under any form whatever, present products or services or do advertising for companies or entrepreneurs who are not exhibitors, except prior written authorization by the Organizer.

10.3 Exhibitors and their staff must be presentable and observe decent behaviour towards participants (no calling out, no exceeding the booth boundaries) and towards other exhibitors.

10.4 Exhibitors shall not empty their booth before the end of the event.

10.5 All promotional equipment and other marketing materials or materials of any other nature must be secured overnight. The Organizer is not held responsible for any material that might end up missing.

10.6 The Organizer will not sign for any packages sent to the venue in the name of an exhibitor. The Exhibitor alone is responsible for their material and packages. The Organizer will not be held accountable for any misplacement of packages or material shipped to the wrong venue/address/booth/ etc.

10.7 All meeting rooms, booths and spaces must be booked directly through the Organizer. Any external bookings will be considered bad faith and can lead to the exclusion of the Exhibitor in any future EUROPEXPO events.

## **CHAPTER 11 – ACCESS TO THE EVENT**

11.1 Persons without an entrance pass emitted by the Organizer shall not be admitted to the event. A person without a pass will not be allowed to enter the venue.

11.2 The Organizer reserves the right to deny entry to or expel anyone whose presence or behaviour might endanger the calm, the safety and the health of participants or the image of the event.

11.3 The Organizer can change health and safety guidelines at any time if the context requires. Health and safety guidelines are mandatory for all participants.

11.4 Passes giving access to the show are allotted to exhibitors according to rules set by the Organizer.

11.5 No pets, even those of visitors, can be admitted to the event with the only exception of dogs for the blind. The owner or person accompanying any animal on the show shall be deemed responsible for any damage or harm caused by or to the aforementioned animal.

11.6 Passes are nominal and may not be transferred.

## **CHAPTER 12– CONTACT AND COMMUNICATION WITH THE PUBLIC**

12.1 The Exhibitor expressly abandons any legal action, either against the Organizer or against the producers or distributors, because of the distribution, for the needs of the event, in France and abroad, on television, internet, videos or any other support (books, folders), of his image, of that of his booth, of his trade name, of his trademark, of his personnel, of his products or services and he guarantees the Organizer from any recourse of his employees, sub-contractors and co-contractors, committing in advance to impose this obligation to them.

12.2 The Organizer can in no way be held responsible for the non-respect of legislation, in particular relating to customs, concerning the products exhibited on booths and the staff working for the exhibitor.

## **CHAPTER 13 – Privacy and Data Policy**

13.1 The Organiser collects participants' personal data during registration or through participation to the Event (attended places or events, services operated or provided). The data is processed by the Organiser for the purposes of carrying out its contractual obligations (notably customer's data base management, events, services and ticketing management, invoicing and cash collection management) and promoting its activity. Such data is stored for a maximum duration of 3 years.

13.2 - This personal data can be:

13.2.1 integrated into the online database available to Participants to enable them to prepare the Event, promote their business and schedule their business appointments within the Event. In this respect, Participants undertake not to use the data for any other purposes. IPEM reserves the right to stop by any means any disturbance caused by any forbidden use of personal data;

13.2.2 transmitted to sub processors that have undertaken to comply with Data Protection Laws requirement such as companies belonging to the same group, service providers and partners, who may be located outside the European Economic Area;

13.2.3 communicated to Participants, such as speakers, sponsors, exhibitors and sellers, who can be located outside the European Economic Area to carry out commercial prospecting;

13.2.4 used on all distribution and promotional media in connection with the relevant Event including over the internet;

13.2.5 processed for distribution and promotional analysis (profiling, targeting).

13.3 As a data controller, the Organiser has implemented and maintained appropriate technical and organisational measures in such a manner that its processing of personal data meets the requirements of French and European Data Protection Laws and in particular GDPR.

13.4 Exhibitor agrees to uphold the strictest protection of data provided by the Organizer as per the GDPR requirements and guidelines.

13.5 Participants may exercise their right to access, obtain, correct and oppose the use of their personal data by writing to: [contact@ipem-market.com](mailto:contact@ipem-market.com).

13.6 Exhibitors are informed that their personal data, i.e. all information requested of them, in particular at the time they register for the event, and that enables them to be (directly or indirectly) identified (such as their surname, first name, position, email address, telephone and fax numbers and photographs) is indispensable for concluding the participation contract and gaining admission to the event and is processed electronically.

#### **CHAPTER 14 – INTELLECTUAL PROPERTY AND MISCELLANEOUS RIGHTS**

14.1 The Exhibitor shall see to the intellectual protection of equipment, products and services he exposes (patents, trademarks, models...), in compliance with legal and regulatory stipulations in force. These measures should be taken before the presentation of equipment, products or services, the Organizer accepts no responsibility in this field, notably in case of litigation with another Exhibitor or a visitor.

14.2 Failing an agreement between the Authors, Composers and Music Editors Society (S.A.C.E.M), the exhibitors shall negotiate directly with the S.A.C.E.M if they make use of music inside the event. The Organizer accepts no responsibility of this order.

14.3 The taking of films or photography may be accepted with the written authorization of the Organizer, within the event's boundaries. A copy of all shots taken must be sent to the Organizer within 15 days of the end of the event. Any authorization granted may be withdrawn at any moment.

14.4 The Organizer may forbid visitors to take photos or films.

#### **CHAPTER 15 – INSURANCE**

15.1 Any Exhibitor participating at the event must have professional indemnity insurance. The Organizer may demand at any time the documents of proof.

15.2 The Organizer has an insurance policy that covers the following risks only:

- Civil liability to third parties;
- The fittings, furniture and decorations of the booth;

The Organiser shall in no event be liable for the loss or theft of personal property and/or for any claim for which Exhibitors may be liable or any loss.

#### **CHAPTER 16 – LIABILITY**

16.1 The Exhibitor is fully and entirely responsible for any damages to the venue, to equipment, or to people caused personally by them, by their personnel, by the people under their responsibility or by any object or animal belonging to them or of which they have the care of or by any element of their booth, decoration, or attachment.

16.2 The Exhibitor commits to let his booth be visited by the Organizer, by any representative of the latter or by any person duly mandated and notably by the security service or commission, during the trade show's opening or closing hours so as to notably check that the Exhibitor fulfils all his obligations and that the conditions of security are observed and put in compliance and fill any request by the Organizer related to the safety of property or of persons during the trade show. Failing, the Exhibitor that does not meet the demands of the Organizer shall immediately leave the premises, without being able to demand to be paid back and shall in all cases be held responsible of any damages that could arise for EUROPEXPO, other intervening parties or any other person and that would be the consequence of his violation of a rule.

#### **CHAPTER 17 – MISCELLANEOUS PROVISIONS**

17.1 If the event were completely or partially cancelled, for one or several days, even for a few hours, on one or several sites, by an act incumbent to an exhibitor, EUROPEXPO cannot be sought on the subject and the payment foreseen in the stand contract would be entirely due.

17.2 The Organizer may choose to change the dates of the event or change its location at any time if there are situations or conditions that will impact negatively upon the event, its image, participants, exhibitors, or staff. These may include, but are not limited to new economic, political, social, health, sanitary, natural or other situations or conditions. In case of deferral within the calendar year, EUROPEXPO shall not be liable for any compensation, or indemnity whatsoever.

17.3 The Organizer can cancel the event if they see fit, either because of internal company policies or in case of force majeure. Justifying, at any time, the cancellation of the event, any new economic, political, social or sanitary situations, at a local, national, or international level, not reasonably foreseeable, beyond the Organizer's control, that would make the fulfilment of the event impossible or that would carry risks of troubles or disorders capable of grievously affecting the organization and the efficient development of the event or the security of property and of people. In case of cancellation in which the event is not held within the calendar year of the original date, exhibitors and visitors may choose to have their fees carried over to the next edition or fully reimbursed for any payments made to EUROPEXPO.

17.4 Whatever their validity, any grieves an Exhibitor may have towards another exhibitor, participant, or the Organizer shall be discussed outside of the show and must under no circumstances trouble the image or calm of the event.

17.5 The Exhibitor commits not to refer a matter to a court before having previously implemented a procedure of amiable conciliation.

17.6 Any dispute shall come under the jurisdiction of the Paris courts.

17.7 By special agreement between the parties, these regulations are ruled under French law.