



# Exhibition Regulations

## Student and Education Training Fair 2012

### Table of contents

|               |   |
|---------------|---|
| <b>ART 1</b>  | ORGANISATION  |
| <b>ART 2</b>  | PLACE, DATE AND OPENING HOURS OF THE EXHIBITION             |
| <b>ART 3</b>  | EXHIBITION PROGRAMME  |
| <b>ART 4</b>  | APPLICATION FOR ADMISSION – EXHIBITION CONTRACT             |
| <b>ART 5</b>  | EVALUATION OF THE APPLICATION AND CONDITIONS OF ADMISSION   |
| <b>ART 6</b>  | ALLOCATION OF STANDS AND FLOOR PLAN                         |
| <b>ART 7</b>  | CANCELLATION OF THE CONTRACT AND REDUCTION OF SURFACE AREA  |
| <b>ART 8</b>  | FINANCIAL CONDITIONS  |
| <b>ART 9</b>  | INVOICES, VAT, PAYMENTS AND COMPLAINTS                      |
| <b>ART 10</b> | EXHIBITOR PASSES AND INVITATIONS                            |
| <b>ART 11</b> | VISAS – AUTHORISATIONS                                      |
| <b>ART 12</b> | EXHIBITOR'S MANUAL AND CIRCULAR LETTERS                     |
| <b>ART 13</b> | INSTALLATION, DECORATION AND OPERATION OF THE STAND         |
| <b>ART 14</b> | SAFETY REGULATIONS AND SMOKING BAN                          |
| <b>ART 15</b> | CATALOGUE AND PRINTED MATTERS                               |
| <b>ART 16</b> | ADVERTISING, PHOTOGRAPHY AND SOUND                          |
| <b>ART 17</b> | RESPECT OF THE REGLEMENTATION AND THE EXCLUSIVITY CONTRACTS |
| <b>ART 18</b> | RESPECT OF RIGHTS OF INTELLECTUAL PROPERTY                  |
| <b>ART 19</b> | RESPONSIBILITY AND INSURANCES                               |
| <b>ART 20</b> | EXPULSION   |
| <b>ART 21</b> | FORCE MAJEURE   |
| <b>ART 22</b> | CANCELLATION OF THE EXHIBITION                              |
| <b>ART 23</b> | EXHIBITION REGULATIONS                                      |
| <b>ART 24</b> | SETTLEMENT OF DISPUTES                                      |
| <b>ART 25</b> | APPLICABLE LAW AND LEGAL JURISDICTION                       |

## ART 1: ORGANISATION

The student & education training fair (hereinafter referred as SETF), is organised by PALEXPO SA (hereinafter referred as the Organiser), company whose goal is to own, to manage and to operate the exhibition and congress centre of Geneva/ Switzerland (hereinafter referred as PALEXPO).

## ART 2: PLACE, DATE AND OPENING HOURS OF THE EXHIBITION

The exhibition will take place at PALEXPO from Wednesday April 25<sup>th</sup> to Sunday 29<sup>th</sup> 2012.

### Opening hours (\*)

|                                       |             |
|---------------------------------------|-------------|
| Wednesday April 25 <sup>th</sup> 2012 | 09h30-19h00 |
| Thursday April 26 <sup>th</sup> 2012  | 09h30-19h00 |
| Friday April 27 <sup>th</sup> 2012    | 09h30-21h30 |
| Saturday April 28 <sup>th</sup> 2012  | 09h30-19h00 |
| Sunday April 29 <sup>th</sup> 2012    | 09h30-19h00 |

(\*) subject to modification

## ART 3: EXHIBITION PROGRAMME

### 3.1 Exhibition programme

The exhibition programme includes:

- Schools, universities, institutions of further education;
- Recruitment and placement institutions;
- Student and child support, leisure and extra-curricular activities;
- Cultural events with educational purpose (open days, festival, visits, encounters with teachers or professionals, debates, etc.);
- Job offers, interview or employment forums, etc.;
- Encounters between professionals of education.

### 3.2 Category of Exhibitors

The categories of Exhibitors are the following:

- Employment agency;
- Foundation / Federation;
- Further education institution;
- Institution;
- Language school;
- Personnel consultant;
- Private school;
- Publishing house;
- University;
- Other.

### 3.3 Displayed objects

It is the exclusive right of the Exhibitor to choose the displayed goods (books, periodicals, cassettes, CDs, CD-ROMs, DVDs, programs, various items). The Exhibitor has to make sure that the displayed objects are conforming to the current laws of Switzerland and the State of Geneva.

The Organiser may request that further information on the intended exhibits be provided. The Organiser has the right to limit the number of exhibits or to refuse some of them without having to state the reasons. Any items which might not have been accepted by the Organiser will not be allowed to be exhibited and the Organiser reserves the right to have them removed from the stand at the Exhibitor's expense (Article 14).

## ART 4: APPLICATION FOR ADMISSION – EXHIBITION CONTRACT

### 4.1 Formalities

Individuals or corporate entities (companies and organisations) who would like to participate as an Exhibitor in IFBP 2011 should register by means of the Application Form or on-line on the website. The deadline for the receipt of applications by the Organiser is 15 November 2011.

The Application Form, to which these General Regulations are annexed, must be returned duly completed, signed and dated by the Exhibitor or completed online on the website, before expiry of the deadline for registration indicated on the form and/or these present Regulations.

Returning the Application Form as a hard copy or the online application form in no way constitutes an automatic right to participate in the exhibition. The Application Form will be provisionally registered by the Organiser, who will evaluate it in particular by applying the criteria specified in Article 5 of the present Regulations.

### 4.2 Legal status of the Application Form

The Application Form has the status of a firm offer to contract by virtue of the signature of the Exhibitor. The online application form has the status of a firm offer to contract by virtue of the Exhibitor's confirmation of his demand. The Application Form then acquires the status of a contract once it has been registered and confirmed in writing to the Exhibitor by the Organiser (Article 5.4).

By signing the Application Form, or by confirming the online application form, the Exhibitor:

- Undertakes to participate in the exhibition;
- Undertakes to abide by the articles of the present Regulations, the conditions of the Application for Admission, the tariff conditions and any other contractual document which might bind him to the Organiser;
- Undertakes to pay the amounts due (Articles 8.1 and 8.2) even if, for any reasons whatsoever, he subsequently decides not to take part in the exhibition or were to be prevented from doing so. Every subsequent amendment to or revocation of the Application shall be governed by the provisions of Articles 7 and 9 of the present Regulations;
- Acknowledges that he is personally liable for the payment of expenses incurred by the Organiser or by third parties for equipping his stand or for any other service connected with his participation in the exhibition;
- Accepts, unless the Organiser is notified to the contrary, that the information concerning his personnel, his company and his visitors may be processed for statistical and promotional purposes by the Organiser or a third party commissioned by him.

### 4.3 Transferability and sub-letting

Exhibitors do not have the right to transfer or to sub-let all or part of the stand area which they have been allocated. The Organiser may however, upon prior request of the Exhibitor, authorise an Exhibitor to share his stand with one or several co-Exhibitors (see Article 4.4).

### 4.4 Co-Exhibitors

Co-Exhibitors are deemed to be individuals or corporate entities which appear in some form or

another (addresses, objects or physical presence) on an Exhibitor's stand.

Only the main Exhibitor has the right to register one or several co-Exhibitors (Article 4.3).

With the inscription, the main Exhibitor has to communicate the name, the corporate name and the share of the stand of each one of his co-Exhibitors.

The participation of the co-Exhibitors in the exhibition is subjected to the same conditions as those applicable to the main Exhibitors (in particular Article 4.1 and 4.2).

The principal Exhibitor is jointly and severally liable, towards the Organiser, for all payments and other obligations of his co-Exhibitor(s).

If the co-Exhibitor is accepted, the principal Exhibitor will pay the registration fee payable for his co-Exhibitor(s) as well as any additional expenses (Article 8).

## ART 5: EVALUATION OF THE APPLICATION AND CONDITIONS OF ADMISSION

### 5.1 Selection criteria

All Application Forms submitted by the different Exhibitors and co-Exhibitors will be examined by the Organiser and the Exhibition Committee, who will make the selection based mainly upon the following criteria:

- Availability of exhibition space;
- The conformity of the exhibited objects and services with the exhibition programme (Article 3);
- The payment of the amounts due (Article 8).

### 5.2 Conditions of Admission

Only the Organiser shall take the final decision as to whether or not to admit individuals or corporate entities as well as exhibits. It may reject any application without having to state the reasons.

No claims by Exhibitors, co-Exhibitors or third parties regarding the admission or non-admission of individuals or corporate entities, or concerning exhibits, will be admitted.

Special requests concerning the stand location or requests for a competitor to be excluded cannot be accepted as a condition of entry by an Exhibitor.

### 5.3 Refusal of admission

The Organiser may refuse admission in particular in the following cases:

- If it transpires that the Exhibitor or the co-Exhibitor jeopardizes or risks jeopardizing the smooth operation of the exhibition, the reputation or the material of the Organiser;
- If the Exhibitor or the co-Exhibitor fails to comply with one or more obligation(s) that he has towards the Organiser or a company connected with the latter, notably if he does not meet his financial obligations.

Refusal of admission shall be notified to the Exhibitor or co-Exhibitor in writing, no later than 30 days after receipt of the Application.

Refusal of admission cannot entail any consequence for the Organiser other than the reimbursement of any sum already paid, with the exception of an amount of CHF 200.- retained by way of a contribution to the administrative expenses.

Under no circumstances will the Organiser be liable for any damages whatsoever.

## 5.4 Admission acceptance

Acceptance of the Application shall be notified by the Organiser to the Exhibitor either by letter or e-mail or by sending the first invoice. This written notification or the sending of the invoice constitutes Organiser's acceptance of the Exhibitor or co-Exhibitor, subject to the effective and full payment of the amounts due to the Organiser (Article 8). Any prior exchange of letters or any documents between the Organiser and the Exhibitor or co-Exhibitor cannot under any circumstances be deemed to constitute acceptance.

Upon acceptance, the settlement of the aforementioned amounts becomes due, and applies even if the Exhibitor or co-Exhibitor should subsequently cancel his participation for any reason whatsoever (Article 7.2).

## ART 6: ALLOCATION OF STANDS AND FLOOR PLAN

### 6.1 Choice of surface and stand location

The Exhibitor expresses his choice of surface and stand location through the Application Form:

- Online, by clicking on the surface module(s) that interest him;
- Hard copy, by mentioning the choice on the Application Form or in a separate letter.

### 6.2 Allocation of the surface area and the stand location

The Organiser alone is responsible for the allocation of the stand area and its location, taking into account the criteria listed in Article 5.1 and following receipt of the payment (Article 5.4).

The Organiser endeavours to establish a floor plan, taking into account the Exhibitor's wishes regarding the stand surface area and stand location. The Exhibitor's preferences regarding the location are not binding upon the Organiser. The latter reserves the right to move a chosen or allocated site, to modify the dimensions or the configuration of the stands within acceptable limits and to an extent which is compatible with the layout concept and the overall presentation of the exhibition. The exercise of such a prerogative shall not under any circumstances give rise to any compensation whatsoever to the Exhibitor.

The allocation of the stand is notified to the Exhibitor by the sending of the floor plan. It is incumbent upon the Exhibitor to ensure that the site corresponds to that which is indicated on the plan.

No later than ten days following the notification of the allocated stand position, an Exhibitor may submit any objections he might have, stating his reasons to the Organiser who, after having taken due note of them, shall make a reasoned decision which shall be final and be notified in writing to the Exhibitor.

### 6.3 Occupation of the stand

Occupation of the stand area is subject to payment in full of the amounts due (Article 8). Subject to these payments being made, the stand area will be made available to the Exhibitor at the beginning of the official assembly period, whose date

will previously have been communicated to him, subject to the Organiser's right to impose shorter time-limits.

## ART 7: CANCELLATION OF THE CONTRACT AND REDUCTION OF SURFACE AREA

### 7.1 Cancellation by the Organiser

Should it transpire that the conditions for admission are not met or cease to be met or should it transpire that admission was granted on the basis of the provision of inaccurate information or data, the Organiser may cancel the Exhibitor or the co-Exhibitor's admission at any time without, in so doing, giving rise to any payment other than the possible reimbursement of the amounts paid, with the exception of an amount of CHF 226.- due by the Exhibitor and of the registration fee of CHF 113.- (VAT excluded) due by every co-Exhibitor, by way of compensation. Under no circumstances may the Organiser be held liable for any damages whatsoever.

The Organiser is not obliged to state the reasons for its decision.

### 7.2 Cancellation by the Exhibitor

An Exhibitor wishing to terminate the contract binding him to the Organiser must notify the latter in writing.

The Exhibitor, however, is not thereby released from his commitments. He remains liable for:

- The total amount of the Exhibitor's and co-Exhibitor's registration fees as well as the rental price of the stands surface;
- The cost of the installations ordered and already carried out;
- The cost of advertising ordered and already executed;
- Any ancillary expenses.

However, the Organiser may reduce his claims related to the booking to:

- 25% of the total rental fee, plus any ancillary expenses and any other amounts for which he is liable, if the Exhibitor informs the Organiser before 31<sup>st</sup> December 2011;
- 50% of the total rental fee, plus any ancillary expenses and any other amounts for which he is liable, if the Exhibitor informs the Organiser before 31<sup>st</sup> January 2012.

In the event of cancellation after 31<sup>st</sup> January 2012, the total rental cost, plus any other ancillary expenses already incurred, will be charged, regardless of any rental of the stand surface to a third party by the Organiser.

In any case the total amount of the registration fee of both the Exhibitors and co-Exhibitors are due.

In the event that all or part of the surface area left vacant by the Exhibitor is allocated to a new Exhibitor or transferred to an Exhibitor to whom a site had already been allocated (transfer carried out by the Organiser), the Exhibitor who has withdrawn will nevertheless have to pay the total amount of the rental price of the stand surface area plus any ancillary expenses.

Should a co-Exhibitor decide not to participate, the total amount of the co-Exhibitor registration fee is due plus any ancillary expenses.

The Organiser may dispose of a stand that remains unoccupied 24 hours before the opening of

the exhibition. The defaulting Exhibitor loses all entitlement to his stand. He is nevertheless liable for the total amount of the rental price of the stand surface area and the ancillary expenses. Furthermore, the Organiser reserves the right to pass on to the Exhibitor concerned the expenses resulting from non-occupation of the stand.

### 7.3 Reduction by the Exhibitor of the surface area after stand allocation

If an Exhibitor reduces the surface area of his stand after it has been allocated to him by the Organiser, he remains liable for the total amount of the rental price of the exhibition surface area and the ancillary expenses.

Should the Organiser succeed in re-letting the stand area thus left vacant to another Exhibitor who was not yet registered at the date on which the stand area was reduced, the Exhibitor reducing his surface area must pay compensation of CHF 200.- by way of a contribution towards administrative expenses.

## ART 8: FINANCIAL CONDITIONS

### 8.1 Exhibitors' registration fee

The registration fee for Exhibitor is CHF 226.- (VAT excluded) by stand.

### 8.2 Rental fee

Rental fee for the bare exhibition surface area (\*1):

- Floor area CHF 245.-/m<sup>2</sup> (\*2)
- Upper-level area CHF 122.50/m<sup>2</sup>

The Exhibitor also has the possibility to rent system stands for which the description is at its disposition.

An extra CHF 100.- is required for angle booths (booths with at minimum two sides open).

(\*1)The rental fee of the bare exhibition surface area includes:

- The stand surface area (minimum 6 m<sup>2</sup>);
- Heating, lighting and decoration of the halls;
- The entry in the exhibition catalogue;
- General advertising for the exhibition;
- A certain number of Exhibitor passes (dependent upon the size of the stand surface area, according to Article 10.1);
- Free invitations for visitors (Article 10.2).

(\*1)The rental fee does not include:

- On-stand decoration, fittings and lighting;
- Raised floors, partitions, fascia board and carpet;
- Stand cleaning;
- Individual insurance (fire, theft, etc.);
- Hiring of handling equipment;
- Parking spaces.

The prices of additional equipment and services are indicated in the Exhibitor's Manual (Article 12).

### 8.3 Co-Exhibitors' registration fee

The registration fee (\*) by co-Exhibitor is CHF 113.- (VAT excluded).

(\*1)The registration fee for co-Exhibitors includes:

- An entry in the Exhibitors list;
- An inscription on an equipped stand but only one inscription is allowed per 2m<sup>2</sup> stand space;
- An entry in the official catalogue if he subscribes before the 15 February 2012 (Article 15).

## 8.4 Terms of payment of the various charges

The amounts mentioned in Articles 8.1 and 8.2 must be paid by the following dates:

- The Exhibitor's tax and the 1<sup>st</sup> instalment of 50% of the total rental fee is payable upon receipt of the invoice, by 31<sup>st</sup> December 2010 at the latest;
- The balance of 50% is due upon receipt of the invoice, by 28<sup>th</sup> February 2012 at the latest;
- The co-Exhibitors registration fee is payable as for the Exhibitor's 1<sup>st</sup> instalment, upon receipt of the invoice, for the 31<sup>st</sup> December 2010 at the latest.

For the registrations after the 1<sup>st</sup> January 2012, the registration fee of the main Exhibitor and the co-Exhibitor or co-Exhibitors, as well as the rental fee for the exhibition surface is due at reception of the invoice.

The supplementary orders placed by means of the order forms in the Exhibitor's Manual will be charged according to Article 9.1.

The Organiser must be in possession of payment or documentary evidence of payment by no later than the first day of official build-up period, failing which the Organiser is entitled, without specific prior notice and/or notification to deny the Exhibitor access to the premises or have his stand removed without delay and at the Exhibitor's expense.

## ART 9: INVOICES, VAT, PAYMENTS, AND COMPLAINTS

### 9.1 Invoices and terms of payment

The Organiser's invoices are payable, net upon receipt and without discount. Payments must be made in Swiss Francs (CHF) and by payment to the bank account(s) mentioned on the invoices or by credit card.

Expenses relating to the additional services will be invoiced to the Exhibitor prior to, during and after the exhibition. The invoicing system consists of one or more invoices in instalments and a final summary invoice. Each instalment invoice details the provisional status of the orders. The final invoice corresponds to the actual status of the orders and completes the invoicing process.

### 9.2 Swiss value-added tax (VAT)

The Organiser's services are subject to VAT unless an exemption is granted by virtue of Articles 143 to 150 of the Federal law governing Value Added Tax of September 27, 2009. The services rendered to Exhibitors or co-Exhibitors domiciled outside Switzerland are also subject to VAT, the place of execution of the services (Switzerland) being decisive by virtue of Article 8 al. 2, let. B of the Federal Law Governing Value Added Tax of June 12, 2009. However, such Exhibitors or co-Exhibitors have the option, subject to certain conditions; of applying for reimbursement of these taxes (see the form in the Exhibitor's Manual).

VAT is applied / payable at the rate of 8% (subject to modification).

Unless otherwise specified, the prices quoted in these regulations do not include VAT.

## 9.3 Failure to observe payment deadlines

The Organiser is entitled to suspend the execution of all its obligations in the event of non-payment, without sending any prior notification.

Reminders shall be invoiced at the rate of CHF 20.-per reminder.

Non-payment by the due date of each invoice shall entail by right the liability to pay interest on arrears at the rate of 5% per annum without any prior notification being required.

In the event of failure to observe the deadlines or to pay the rental price, the Exhibitor shall nevertheless not be released from his liabilities. He shall remain liable for all the items set out in Article 7.2, which includes also the cost for technical installations and/or other services which he has ordered and which have already been executed.

## 9.4 Complaints concerning invoices

Each complaint concerning an invoice must be lodged no later than 30 days after the date of invoicing. Such a complaint does not affect in any way the obligation of the Exhibitor to pay other invoices which are payable at the time of the complaint and do not entitle him to suspend any payment whatsoever to the Organiser or to suspend any other obligation whatsoever towards the latter.

After expiry of this time-limit no complaint will be entertained and the payments shall be due to the Organiser.

## ART10: EXHIBITOR PASSES AND INVITATIONS

### 10.1 Exhibitor passes, permissions for mantling/dismantling

Exhibitor passes for stand staff and permissions for mantling/dismantling will be allocated free of charge to the Exhibitor, according to the allocated stand area on the ground. See the Ticketing regulation of PALEXPO SA.

Additional passes may be ordered through the Organiser at a fee. There will be no reimbursement under any circumstances.

Exhibitor passes which are sold or lent will be withdrawn.

Additional permissions for mantling/dismantling can be ordered from the Organiser.

### 10.2 Invitations

Free visitor invitations to the exhibition will be allocated free of charge to the Exhibitor, according to the allocated stand area on the ground. See the Ticketing regulation of PALEXPO.

These invitations are exclusively at the disposition of clients/visitors and under no circumstances to be used by the stand staff, who has to order Exhibitor passes (Article 10.1).

Additional invitations may be ordered through the Organiser at a fee. There will be no reimbursement under any circumstances.

## 10.3 Visitors' admission fee

The visitor's admission fee is:

- Classes, per pupil CHF 2.-
- Adolescents, age 6 -16, Students, AVS CHF 5.-
- Groups of 20 people, per person CHF 5.-
- Adults CHF 12.-

Subject to modification

Lost passes, access badges and invitations will not be replaced under any circumstances.

## ART 11: VISAS

Participants attending the event, who require an entry visa into Swiss territory and/or any specific authorisation in connection with the exhibition must undertake the necessary formalities well in advance of their departure for Switzerland. In order to obtain an entry visa into Switzerland, participants should contact the Swiss Embassy or Swiss Consulate in their country of origin.

Exhibitors are also responsible for ensuring that their co-Exhibitors comply with all applicable formalities in particular the consular formalities.

Upon written request, the Organiser will supply a confirmation of participation. The Organiser is under no circumstances liable for any refusal of visas or other authorisation.

## ART 12: EXHIBITOR'S MANUAL AND CIRCULAR LETTERS

The Exhibitor's Manual of IFBP 11 will be at: [www.gponline.ch](http://www.gponline.ch).

The online Exhibitor's Manual, which contains in particular the regulations of PALEXPO SA, newsletters of the exhibition (which are subsequently sent out to Exhibitors), the online shop i.e. the internet selling system of the services provided by PALEXPO SA, are an integral part of the present Regulations.

## ART 13: INSTALLATION, DECORATION AND OPERATION OF THE STAND

### 13.1 Decoration Regulations

Each Exhibitor is required to obtain information on the location, exact dimensions and the options for equipping and fitting out the stand he has been allocated. The Organiser is available to show the Exhibitor around the stand site. The boundaries of the stand must not be exceeded under any circumstances.

The Exhibitor must arrange for his stand to be equipped and fitted out himself. He is required to decorate it using fire-resistant or fire-retardant materials. As a general rule, all hazardous materials are to be excluded. In the event of loss or damage, the Organiser is entitled of take all necessary measures at the Exhibitor's expense and shall hold the latter liable.

The regulations governing stand equipment and fittings are included in the online Exhibitor's Manual (Article 12).

The Organiser further reserves the right to remove or alter installations which might disrupt the general decoration of the exhibition, neighbouring Exhibitors or the public or which in general, would

not conform to the plan submitted previously, at the expense and risk of the offending party.

### **13.2 Operation of stands**

Exhibitors are required to ensure that their stands are permanently staffed during exhibition opening hours. Stands must not be dismantled prior to the official closing time.

## **ART 14: SAFETY REGULATIONS AND SMOKING BAN**

### **14.1 Safety regulations for exhibits**

The Organiser reserves the right to verify the safety of exhibits and to ensure that they were mentioned on the Application Form. If necessary, the Organiser reserves the right to remove, at the Exhibitor's expense, any dangerous objects whose admission has not been requested or granted on the required forms, without the latter having any recourse whatsoever against the Organiser or being able to claim any compensation whatsoever.

### **14.2 Smoking ban**

Smoking is strictly prohibited inside the PALEXPO premises.

All users of the PALEXPO site are requested to comply with, and to enforce, the no smoking policy everywhere inside the PALEXPO premises.

Thank you for respecting this legal provision and for including it in all your documents.

## **ART 15: CATALOGUE AND PRINTED MATTERS**

The Organiser has the exclusive right to publish the official catalogue and also reserves the option of publishing other printed matter.

The catalogue entry is free of charge and is compulsory. Exhibitors and co-Exhibitors are required to supply the information necessary for their registration and for their inclusion in the official catalogue (printed version) and on the web site, upon receipt of the appropriate form.

The Organiser declines any responsibility for entries which contain errors, are incomplete or are not submitted.

The conditions and cost of advertising are specified on the order form.

## **ART 16: ADVERTISING, PHOTOGRAPHY AND SOUND**

### **16.1 Advertising**

All sales promotion activities, surveys and the distribution of advertising material and any other form of advertising are authorised only on the Exhibitor's stand and on the advertising boards or other official advertising panels available for hire from the Organiser.

The Exhibitors and co-Exhibitors should stay on their stand.

It is strictly forbidden to hail visitors or other Exhibitors from the common areas of the exhibition (excluding your stand).

Exhibitors are strictly prohibited from using audio-visual equipment in such a manner that the messages disseminated or shown may be seen or heard on one or more of the neighbouring stands.

Any false or misleading advertising, of any nature whatsoever, is strictly prohibited and the perpetrator thereof may be expelled immediately from the event (Article 20).

### **16.2 Sound**

At no time will Exhibitors be allowed to broadcast or display messages by using audio-visual material (radio, TV, microphones, etc.), which may be heard by one or more neighbouring stands.

Exhibitors and co-Exhibitors are thus required to submit their audio-visual installation plans for validation, as well as the measures considered necessary to prevent noise pollution.

In case of complaints due to noise, the Organiser may enforce immediate dismantling of the audio-visual installations.

### **16.3 Photography**

The Exhibitor formally authorises the Organiser, free of charge, to:

- Photograph and/or film the Exhibitor, the Exhibitor's team and the exhibits on his stand;
- Use these images in any medium, notably for promotional purposes in Switzerland and abroad for an unrestricted period of time.

## **ART 17: OBSERVANCE OF REGULATIONS AND EXCLUSIVITY CONTRACTS**

### **17.1 Observance of Regulations**

The Exhibitors and co-Exhibitors must comply with the rules & regulations stipulated by PALEXPO, and published on the fair's online-Shop.

### **17.2 Observance of exclusivity contracts**

Exhibitors and co-Exhibitors must observe the exclusivity contracts concluded by the Organiser with certain suppliers and service providers, such as:

- The operation of the "fixed" catering facilities, which is of the permanent bars and restaurants as well as the congress centre is to be conducted by the official PALEXPO catering operator;
- The operation of the "mobile" catering facilities, that is the creation of restaurants and bars which are temporarily erected within the halls or elsewhere on the PALEXPO site, the delivery of food and beverages to stands (catering services), the creation of restaurant stands etc. is to be conducted by PALEXPO's approved catering partners;
- Automatic banking facilities;
- Fixed and mobile advertising areas outside and inside the building, including their contents may not be removed or concealed;
- Handling, loading and unloading of goods as well as the rental of handling equipment.

## **ART 18: OBSERVANCE OF RIGHTS OF INTELLECTUAL PROPERTY**

### **18.1 Intellectual Property**

The Exhibitor and the co-Exhibitor must observe the rights of intellectual property (patents, de-

signs, topographies, copyrights, trademarks, graphic charters, logos, etc.) of other Exhibitors and co-Exhibitors as well as those of the Organiser PALEXPO SA.

Exhibitors and co-Exhibitors are particularly bound to observe the use of the trademark, the graphic charter and the logo of the IBPF 2012 exhibition.

### **18.2 Non-conformity**

In case of non-conformity of intellectual property rights, Exhibitors and co-Exhibitors must address themselves directly to a lawyer or a judicial officer in order to handle the disparity.

To contact:

- A lawyer, please address yourself to the Geneva Bar Association: [www.odage.ch](http://www.odage.ch)
- A judicial officer, please address yourself to the Chambre of judicial officers in Geneva: [www.ge.ch/huissiers\\_judiciaires/](http://www.ge.ch/huissiers_judiciaires/)

The Organiser of the exhibition remains at your disposition to support you in your course of action, but is free of any reasonability and discharged of any kind of indemnity toward the disadvantaged Exhibitor and/or co-Exhibitor in case of legal disagreement between Exhibitors, co-Exhibitors and a third party.

## **ART 19: RESPONSIBILITY AND INSURANCES**

### **19.1 Responsibility for exhibits – sales promotion activities – operation of stands**

The Organiser does not accept any obligation to protect exhibits and stand equipment or fittings and refuses to accept, without prejudice to art. 100 paragraph 1 of the Swiss Code of Obligations, any liability for loss or damage, either during the time for which the objects are on the PALEXPO site or during carriage thereof.

The Organiser also refuses to accept any liability for any damage resulting from sales promotion activities and presentations given by the Exhibitor and from the operation of the stands.

### **19.2 Liability for auxiliary staff**

By virtue of article 55 and article 101 of the Swiss Code of Obligations, the Exhibitor is responsible for damages caused by his suppliers, stand builders and other agents.

### **19.3 Insurances**

It is compulsory for each Exhibitor to be insured against the risk of fire. If he cannot prove in writing that he holds such insurance cover, he must take out insurance against this risk, either through a third party, or through the Organiser, the terms and conditions of which are reproduced in the Exhibitor's Manual.

Furthermore, Exhibitors are also strongly recommended to insure their exhibits, as well as their stands and their equipment and fittings, against damage and loss during the exhibition and during carriage. The Exhibitor may also take out such insurance through the Organiser, the terms and conditions of which are reproduced in the Exhibitor's Manual.

Exhibitors are liable for any damage caused to other stands, the exhibition installations, to the person and property of other parties, including the Organiser, whether the damage has been caused, in any manner whatsoever, through their own fault or by a third party commissioned on their behalf.

All risks are entirely the responsibility of the Exhibitors, who will be able to take out individual insurance policies if they consider it necessary (third-party liability for damage caused to third parties and premises, accidents, theft, etc.).

The Organiser declines any liability for the loss or disappearance of, damage to or theft of goods and exhibits in any circumstances and at all times.

#### **ART 20: EXPULSION**

Any breach of one of the clauses of the present Regulations and/or to the instructions and provisions of the Organiser may entail the immediate, temporary or definitive expulsion of the offending Exhibitor, without prejudice to any other sanctions or liabilities incurred by him and without his being able to claim any reimbursement or compensation whatsoever.

The expelled Exhibitor remains liable for the payment of the amounts due (Article 8), for all the expenses already incurred, plus all the ancillary expenses. The same applies to co-Exhibitors.

The Organiser will then be able to dispose of the stand site thus vacated as it thinks fit.

#### **ART 21: FORCE MAJEURE**

For imperative reasons or in the event of force majeure (\*), the Organiser is entitled to postpone the holding of the exhibition, to shorten or extend its duration or to cancel it without the Exhibitors being entitled to withdraw or to claim any compensation.

In the event of cancellation by the Organiser for cause of force majeure, the rental price of the exhibition surface area remains due up to the amount which corresponds to the expenses incurred by the Organiser. Any remaining funds available, if applicable, will be reimbursed to Exhibitors after the deduction of expenses. Conversely, Exhibitors may not claim any compensation for the failure to hold the exhibition.

Any cancellation by an Exhibitor for cause of force majeure (\*) must be notified in writing to the Organiser as rapidly as possible, mentioning the existence of the impediment and its consequences upon his ability to take part.

If the Exhibitor is prevented from taking part due to force majeure, the cost of the surface area rental will be reimbursed as well as the other costs to which he is committed, subject to the retention of any registration fees or other fees for services already provided by the Organiser.

(\*) Force majeure cases: any external, unforeseeable and extraordinary event, independent of the will of the parties, beyond their control and unable to be prevented by the parties, despite all possible reasonable efforts to the contrary such as, for example, unforeseeable political, natural, economic or health-related events. Influenza epidemics or any other difficulty of a public health nature are

not considered to be a case of force majeure, except in the case where the event is forbidden from taking place by a decision from the authorities.

#### **ART 22: CANCELLATION OF THE EXHIBITION**

In the event that the Organiser should decide not to hold the exhibition for any reason whatsoever but which does not constitute a case of force majeure, the Exhibitor shall be only entitled to reimbursement of the instalments and invoices already paid, without the Exhibitor being able to claim any entitlement to any compensation whatsoever owing to the failure to hold the exhibition.

#### **ART 23: EXHIBITION REGULATIONS**

Should the content of the present Exhibition regulations give rise to divergent interpretations, the French-language version would be the authentic text. All verbal agreements, individual authorisations and special regulations require written confirmation by the Organiser. The Organiser reserves the right to enact special regulations which will take precedence over the present Exhibition Regulations.

#### **ART 24: SETTLEMENT OF DISPUTES**

In the event of a dispute and prior to any procedure, the Exhibitor or the co-Exhibitor undertakes to submit his complaint to the Organiser before the closure of the exhibition. The Organiser will make a decision together with the Exhibition Committee.

#### **ART 25: APPLICABLE LAW AND LEGAL JURISDICTION**

Any and all relationship between the Organiser and any Exhibitor or co-Exhibitor in connection with the exhibition is submitted to Swiss law.

For any dispute not able to be settled amicably, the parties acknowledge the exclusive competence of the courts of the Republic and Canton of Geneva, subject to an appeal to the Supreme Court (Tribunal fédéral).

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The original French text of the present Regulations shall be the legally binding version.

Geneva, June 2011