



TIME FOR SOLUTIONS

# EXHIBITION APPLICATION FORM

To be returned to:

6<sup>th</sup> World Water Forum – Exhibition

MCI – 2 rue du Beausset

13001 Marseille – France

Fax.: + 33 (0)4 88 66 17 74

E-mail: expo@worldwaterforummarseille2012.org

## Please fill in your company contact details

Company name: \_\_\_\_\_

Contact name: \_\_\_\_\_ Position: \_\_\_\_\_

Postal address: \_\_\_\_\_

Zip code and city: \_\_\_\_\_

Country: \_\_\_\_\_

E-mail: \_\_\_\_\_ Telephone: \_\_\_\_\_

Cell phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Intracommunity vat number: \_\_\_\_\_

Purchase order number (if applicable): \_\_\_\_\_

If your invoicing details are different from your contact details, please specify:

\_\_\_\_\_

Company name for forum publications: \_\_\_\_\_

## My company is interested in booking

Please tick the box corresponding to the type of exhibit space you wish to book:

Type of exhibition spaces	Early bird rate per sqm (VAT excl.) until October 31 <sup>st</sup> , 2011	Late bird rate per sqm (VAT excl.) after October 31 <sup>st</sup> , 2011	Number of square metres	TOTAL (VAT excl.)
<input type="checkbox"/> Island Stand (Space Only/raw space) ≥144 sqm	250.00€	287.50€		
<input type="checkbox"/> Space Only/raw space < 144 sqm Pavilions, NGO's & Institutions only	280.00€	322.00€		
<input type="checkbox"/> One side open pre-equipped from 9 to 54 sqm	300.00€	345.00€		
<input type="checkbox"/> Two sides open pre-equipped from 9 to 54 sqm	320.00€	368.00€		
<input type="checkbox"/> Three sides open pre-equipped from 9 to 54 sqm	330.00€	379.50€		
<b>Subtotal Amount 1 (VAT excl.)</b>				
<input type="checkbox"/> Additional Equipment (fitted booth)	<b>Rate per package (VAT excl.)</b>	<b>Number of package(s)</b>		
	350.00€			
Please refer to page 2 of this form and indicate your choice(s) of package(s) below (1, 2 or 3)				
Choice(s): .....				
<b>Subtotal Amount 2 (VAT excl.)</b>				
<b>Registration fee</b> (compulsory for all exhibitors) Including : third party insurance, damages up to 5,000€ (deductible of 150€) / Company listing in the forum catalogue and website.				350.00€
<b>Registration fee for Pavilions</b>	<b>Rate</b>	<b>Number of partner(s)</b>		
	350.00€			
<b>GRAND TOTAL (Subtotal 1 + 2 + Registration fee) VAT excl.</b>				
<b>VAT Amount 19,6%</b>				
<b>GRAND TOTAL VAT incl.</b>				

All rates are indicated VAT excluded – Individual booths go from 9 to 54 sqm (each module is a multiple of 3 sqm). For technical reasons, double decker stands are not allowed. For possible derogations, please contact us: expo@worldwaterforummarseille2012.org.

**Pre-equipped booth includes:** structure, carpet, and double-sided booth sign.

Should you wish to get a fitted booth, you may order an **additional equipment**. We suggest 3 choices of packages as below:

- **Choice number 1:** one table, two chairs, 3 spotlights, one waste paper basket
- **Choice number 2:** one reception desk, two high stools, 3 spotlights, one waste paper basket
- **Choice number 3:** one coffee table, two low armchairs, 3 spotlights, one waste paper basket

**Rate per package: 350 € VAT excl.**

**Please note that electricity power is not included in the package.**

Reminder: the booth locations are granted based on the order of arrival of application forms duly filled in, on "first come, first served" basis.

So that we may suggest the most appropriate booth location, fill in hereunder your criteria and/or constraints:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Please describe your company activity and/or service : \_\_\_\_\_

## Payment

6<sup>th</sup> World Water Forum has given mandate to MCI France for the organisation of the Forum exhibition and MCI France is the sole competent company to receive payments for this exhibition. Payment of the deposit may be made either:

- by cheque to the order of MCI FRANCE and sent to:  
6<sup>th</sup> World Water Forum Exhibition /MCI FRANCE - Marketing & Sponsorship Dept  
2 rue du Beausset – 13001 Marseille - France
- Or by bank transfer to the order of 6<sup>th</sup> World Water Forum Exhibition /MCI FRANCE  
CREDIT LYONNAIS - Paris SDC Paris 2 - 59, rue La Fayette - 75009 Paris - France  
Bank code : 30002 – Bank sort code : 05666 – Account N° : 0000060133P – Key 15  
IBAN : FR91 3000 2056 6600 0006 0133 P15 – BIC : CRLYFRPP  
In the case of a bank transfer, please do not forget to specify on your form, the reason of your payment and the invoice number.

- Or by credit card (VISA / MASTER CARD /EUROCARD/ AMERICAN EXPRESS)

I authorise MCI to debit my credit card for the amount of \_\_\_\_\_ €

Card N° \_\_\_\_\_ Expiry date: \_\_\_\_\_

Card Verification code: \_\_\_\_\_

*3 digits written on the back of the card for VISA/MASTERCARD/EUROCARD*

*4 digits written on the front of the card for AMERICAN EXPRESS*

Cardholder name: \_\_\_\_\_ Signature: \_\_\_\_\_

Note that payment has to be made in euros. Bank charge at your expense.

## Cancellation conditions

- 25% of the agreed amount due if the cancellation is made before August 30, 2011
- 50% of the agreed amount due if the cancellation is made between September 1 and November 30, 2011
- 100% of the agreed amount due if the cancellation is made after November 30, 2011

After exhibition space has been confirmed, a reduction in space or any other kind is considered as a cancellation and will be governed by the above cancellation policy. Reduction in space can result in relocation of exhibit space at the discretion of the forum organisers. No exhibition fee refunds will be issued for cancellation or non-attendance due to failure to obtain a visa.

**Upon receipt of this form, an invoice will be sent to you for the 50% deposit due upon receipt, with the balance to be settled at the latest on November 30, 2011.**

We are aware and agree with:

- the exhibition general sales conditions as specified in the Forum exhibition brochure
- and the general rules and regulations governing exhibitions as stipulated on pages 3 & 4 of the forum booth application form.

DATE AND SIGNATURE:

COMPANY STAMP:

*Please keep a copy for your records*

# GENERAL RULES AND REGULATIONS GOVERNING EXHIBITIONS

## CHAPTER 1 GENERAL PROVISIONS

**01.01** These rules and regulations are general and apply to all exhibitions organised in France.

All the events listed in Article R762-4 of the French Commercial Code (*Code de commerce*) *inter alia* are classified as exhibitions. No exhibition has any connection with previous or subsequent sessions: it is a single event defined by a name, place, date and a description of the products and/or services offered to the public, commonly known as the "nomenclature". These rules and regulations will, if necessary, be supplemented by special rules and regulations specific to each event, or by a "guide" or "exhibitors' manual".

The term "special rules and regulations" means the provisions specifically applicable to any such exhibition which supplement the general rules and regulations governing all exhibitions. The special rules and regulations may not contradict the general rules and regulations in any event. The special rules and regulations may be supplemented by a "guide" or "exhibitors' manual" if necessary.

The term "guide" or "exhibitors' manual" means the document given, sent or made available online by the organiser at the time when the exhibitor applies to take part in the exhibition, containing information relating to the exhibition, the rules and regulations, forms on which to order services and all other relevant information affecting the exhibitor's participation in the exhibition. All of the provisions of this document will apply to the exhibitor.

The term "stand" means the space taken up for the presentation of products or services, or the space in which customers or players operating in the same sector are brought together.

The term "exhibition catalogue" means an electronic or paper document containing a list of the exhibitors, their contact details, the stand numbers and all other information relating to the exhibition.

"In the event of doubt about a particular definition, please refer to the Exhibition Organiser.

By signing the registration or application form, exhibitors accept all of the requirements laid down therein as well as any that may be imposed in the event of special or new circumstances. In addition, they undertake to comply with all of the statutory and regulatory requirements in force, particularly labour legislation and safety regulations.

**01.02** The organiser alone shall determine the place, duration, opening and closing times of the event, the price of the stands, and the admission price as well as the closing date for registrations. It alone shall determine the categories of persons or companies allowed to exhibit and/or visit the event, as well as the nomenclature of the products or services presented.

## CHAPTER 2 APPLICATION TO PARTICIPATE AND FOR ADMISSION TO EXHIBIT

**02.01** Persons/entities wishing to participate should complete the application form prepared by the organiser, which is available electronically or on paper. Potential exhibitors will not be deemed to have been admitted to exhibit merely because they have requested an application form, nor because an application form has been sent, nor because a reservation cheque has been collected.

**02.02** The organiser shall process the exhibitors' applications to participate and rule on the admissions. Admission only becomes effective when written confirmation is sent to the exhibitor.

**02.03** The organiser will have sole discretion with respect to the definition and organisation of the products and/or services offered at its exhibition. The organiser (or the selection committee) therefore reserves the right to reject, provisionally or permanently, any application to participate that does not comply with the required conditions, either with respect to the stipulations laid down on the application form, or with respect to those contained in the general rules and regulations governing exhibitions and/or the special regulations or the nomenclature of the exhibition, or else in the light of Public Policy or the defence of certain protected interests.

**02.04** An application may be rejected provisionally or permanently for any of the following reasons, *inter alia*: failure to provide all the necessary information; failure to make payments or provide guarantees required by the organiser; non-observance of prior obligations and in particular of these general rules and regulations; applicant's non-compliance or the non-compliance of its products or services with the purpose, spirit or image of the event; the exhibitor's going into court-ordered administration; the exhibitor's proven insolvency; failure to obtain administrative or judicial authorisations allowing it to be present at the event; the risk, due to its presence, of interference with the protected interests of consumers and of young people; and more generally the risk, due to its presence, of breaches of Public Policy, of interference with other exhibitors' pursuit of their activities, or with visitors' safety and enjoyment.

**02.05** The exhibitor must inform the organiser of any element or event that occurs or is disclosed after its application to participate, that would justify reconsideration of its application to participate in the light of articles 02.03 and 02.04 of these rules and regulations.

**02.06** In addition, the organiser reserves the right to request, at any time, additional information relating to the foregoing and, if appropriate, to reconsider an admission decision that was made on the basis of deceptive or erroneous information or information that has become inaccurate.

The down-payment made will then remain the property of the organiser, which also reserves the right to seek payment of the price in full.

**02.07** The right arising from admission to the event is personal and non-transferable. Admission does not create any right to be admitted to any other event organised by the organiser.

**02.08** Unless the organiser has allowed a departure from the normal rule on the basis of an explicit request on their part, groupings may exhibit on collective stands only if each business that is a member of the grouping has been admitted individually and has undertaken to pay the registration fees.

## CHAPTER 3 REGISTRATION AND PARTICIPATION FEES

**03.01** The application or applications for participation must, under penalty of immediate rejection, be accompanied by the first payment set by the organiser. The organiser may be entitled to retain the administrative or registration fees, whether the application for participation is accepted or not.

**03.02** The organiser will be entitled to retain the total amount of the fee charged for participation in the event after written notice of the admission decision has been sent to the exhibitor. Should the balance not be paid on the stipulated date, or should any of the payments not be made on any of the stipulated dates, the exhibitor's admission to exhibit will be terminated, without any formal warning, and the organiser will be entitled to retain the down-payment already made, irrevocably.

**03.03** The organiser also reserves the right to seek payment of the balance of the payable price, even if the exhibitor has not participated for any reason whatsoever, in spite of being admitted to exhibit. If an exhibitor does not occupy its stand on the day on which the event opens, for any reason whatsoever, or by the organiser's set up deadline, it will be deemed to have given up its right to exhibit. Without prejudice to any other measures that may be taken, the organiser may dispose of the absent exhibitor's stand, without the exhibitor being entitled to claim any reimbursement or indemnity, even if the stand is assigned to another exhibitor.

**03.04** The special rules and regulations applicable to each event may, if appropriate, lay down the conditions under which the exhibitor may cancel in appropriate cases, and the procedures to be followed, even though it has been definitely admitted to the exhibition.

## CHAPTER 4 ASSIGNMENT OF PLACES

**04.01** The organiser shall draw up the event plan and assign the places.

**04.02** The organiser or selection committee may, within the framework of the special rules and regulations for each event, determine the maximum space available for each type of activity or service marketed and/or the maximum number of exhibitors. The acceptance of each exhibitor's application for participation will then depend upon the places that are still vacant in the business sector considered when the application for participation is made. In order to take account of the specific features of each event, the organiser or the selection committee will, however, retain the right to change the distribution initially planned, considering the objective elements to be applied to all exhibitors.

**04.03** Unless the organiser or selection committee stipulates otherwise, admission to exhibit does not confer any right to occupy a specific place. Participation at previous events does not create an established right to a specific place for the exhibitor.

**04.04** When the lots are drawn up and the places allocated, the organiser and the selection committee shall make every effort to take account of the wishes expressed by the exhibitors, the nature and interest of the items or services that they propose to present, and the layout of the stand that they envisage setting up.

**04.05** If the venue at which the event is to be held so allows, the plans filed and the descriptions of the lots shall include dimensions that are as precise as possible, and specify the places and types of activity that will be organised during the exhibition. When the exhibitor has been informed by the organiser of the advantages and possible disadvantages of its stand being close to the activities, and if it did not object to the location before the beginning of the exhibition, it will be deemed to have accepted any inconvenience and agrees not to bring any action against the organiser in connection with its direct environment, of which it was not previously informed.

**04.06** Should there be an absolute need, the organiser reserves the right to amend the following items whenever it deems it useful to do so, in the interests of the event, and at any time, before or during the event, without having to give prior notice thereof to the exhibitor: the general and specific decoration, the opening times and the schedule of the activities; provided this does not significantly change the initial contract that was signed between the organiser and the exhibitor. Should this contract be changed significantly, the organiser shall make every effort to find a solution that is acceptable to the exhibitor.

## CHAPTER 5 BUILD UP, SET UP AND CONFORMITY OF THE STANDS

**05.01** The "guide" or "exhibitors' manual" specific to each event, as defined in article 01.01, will determine *inter alia* the time available to the exhibitor, before the opening of the event, when it will be able to fit out its stand and store any items that it will need during the event at the stand.

**05.02** During the build up period, the exhibitor is required to comply with the "*Charte professionnelle visant à organiser l'hygiène et la sécurité des salariés en situation de coactivité pendant les opérations de montage et de démontage des manifestations commerciales*" (Professional plan for the health and safety of employees involved in joint activities during the build up and tear down periods for exhibitions) drawn up by FSCF (*Foires, Salons, Congrès et Evénements de France* or French Federation of the Exhibition and Meeting Industry) and adopted at its General

Meeting on 2 July 2010 and to which, MCI France, as a member, applies.

**05.03** The exhibitor must comply with the organiser's instructions relating to the regulation governing arrivals and departures of goods and other items, particularly with respect to vehicle traffic on the event premises.

**05.04** The exhibitors or their principals must have completed their set up on the dates and at the times stipulated by the organiser. After the said dates and times, no packing, equipment, transport vehicles or outside contractors may access, be kept on or remain at the event site, for any reason whatsoever and however harmful that may be to the exhibitor's interest.

**05.05** Each exhibitor or its principal shall be responsible for the transport, reception and shipment of its parcels or other consignments, and for acknowledgement of their contents. All parcels or other consignments must be unpacked upon arrival. If the exhibitors or their representatives are not present to receive their parcels, or other consignments, the organiser, given the liabilities incurred, will refuse the parcels or other consignments marked for the attention of the exhibitor in its absence, unless there are contractual provisions to the contrary. The exhibitor will not be entitled to claim compensation for its loss due to the refusal to receive its parcel or other consignment.

**05.06** The setting-up of the stands must not, in any event, damage or change the permanent installations at the exhibition venue, and must not detract from the convenience or the safety of the other exhibitors and visitors. The exhibitor will be liable for all damage it causes. To this end, the exhibitor shall take out an insurance policy to cover damage caused.

**05.07** The special decoration of the stands shall be carried out by the exhibitors under their responsibility. It must fit in with the general decorations of the event, but must not interfere with the visibility of the signs and safety equipment, not affect the visibility of the neighbouring stands and not conflict with any stipulations in the organiser's special rules and regulations or those of the host site and/or the "guide" or the "exhibitors' manual".

**05.08** In the exhibition spaces, all the materials used, including hangings and carpeting, must comply with the rules and regulations in force. The organiser has a permanent right to have any equipment or installations that are not in compliance removed or destroyed, at the exhibitor's expense.

**05.09** On its own initiative or at the request of an exhibitor whose interests have been harmed, the organiser reserves the right, before the event opens or during the event, to remove or change installations that detract from the general appearance of the event, interfere with the neighbouring exhibitors or visitors, or do not comply with the plans or particular projects previously submitted. The organiser shall assess the specific situation at its own discretion and has only a best-efforts obligation if it decides to act in response to the request made by the exhibitor whose interests have been harmed.

**05.10** The exhibitor or any person duly appointed to represent it must be present on its stand, when the stand is inspected by the safety officers, and shall comply throughout the event with the safety measures imposed by the authorities, with the safety measures adopted by the organiser or the site manager, and with the "*Charte professionnelle visant à organiser l'hygiène et la sécurité des salariés en situation de coactivité pendant les opérations de montage et de démontage des manifestations commerciales*" (Professional plan for the health and safety of employees involved in joint activities during the build up and tear down periods for exhibitions).

## CHAPTER 6 OCCUPATION AND USE OF THE STANDS

**06.01** Exhibitors participating in the event are specifically forbidden from transferring, subletting or exchanging, with or without consideration, all or any part of the place allocated by the organiser.

**06.02** Unless it has prior, written authorisation from the organiser, the exhibitor may not display, at its place, equipment, products or services other than those listed in the application to participate, and that comply with the nomenclature of products or services drawn up by the organiser. Unless there is an express stipulation to the contrary, it is strictly forbidden to display and offer used items.

**06.03** The exhibitor may not present products or services or advertise businesses or contractors that are not exhibitors, in any form whatsoever, except with the organiser's prior, written authorisation.

The exhibitors may not, in any form whatsoever, advertise a practitioner or establishment that belongs to a regulated profession whose advertising rules are restricted by the official, national body that represents the profession. It is understood that having a stand is not a form of advertising.

**06.04** The stands must be kept in impeccable condition throughout the event. Each stand must be cleaned every day, on the exhibitor's responsibility and at its expense. The cleaning must be completed by the time the event is opened to the public.

**06.05** The rental of a stand is not a contract for the storage of goods. In the event of theft from a stand, the exhibitor will have no claim against the organiser.

**06.06** Exhibitors may not strip their stand, nor remove any of their items, before the end of the event, even if the event is extended.

This article may be supplemented by a requirement to pay a deposit in the organiser's special rules and regulations.

**06.07** Bulk packing, the covers used when the event is closed, items and equipment not used in stand presentation and the staff cloakroom must be out of the sight of visitors. Conversely, it is forbidden to leave the items that are supposed to be on display

covered during the business hours of the event. The organiser reserves the right to remove covers from items without being held liable, in any way, for damage or losses that might result from such an action.

**06.08** Any failure to comply with any of the foregoing provisions will be recorded in writing by the organiser and may be used as a ground to refuse to allow the exhibitor to participate at future events.

## CHAPTER 7 ACCESS TO THE EVENT

**07.01** Only persons holding tickets issued or accepted by the organiser may be admitted to the event venue.

**07.02** The organiser reserves the right to refuse entry or to expel any person, whether a visitor or exhibitor, whose presence or behaviour is harmful to the safety, peace or image of the event and/or to the integrity of the site.

**07.03** The sale and tasting of alcohol are authorised, except to minors under the age of 18, provided the relevant legislation in force is complied with.

**07.04** It is strictly forbidden to smoke within the area of the venue that is open to the public, other than in the places reserved for smokers.

Any person who smokes outside the places reserved for smokers will be liable to pay a fixed penalty of €68 (for a class 3 petty offence). Failure to enforce the standards applicable to reserved places or to install the related signage, will be punished by a fixed penalty of €135 (for a class 4 petty offence). Any person who knowingly facilitates a breach of the prohibition on smoking will also be deemed to have committed a class 4 offence, however, this offence does not carry a flat rate penalty, as the specific details of the offence must be recorded. A report will be sent to the prosecuting authority which will decide whether or not to open criminal proceedings.

**07.05** Tickets granting the right to enter the event are delivered to the exhibitors under the conditions laid down by the organiser.

**07.06** Tickets for the persons or companies that they wish to invite are delivered to the exhibitors under the conditions laid down by the organiser. Unused tickets may not be returned or exchanged and will not be reimbursed.

**07.07** The distribution and/or sale, by an exhibitor with a view to making a profit, of tickets issued by the organiser for good consideration or free of charge, is strictly forbidden. The reproduction or sale of the said tickets may lead to court proceedings.

## CHAPTER 8 CONTACT AND COMMUNICATION WITH THE PUBLIC

**08.01** The exhibitors and their staff must be smartly dressed and extremely polite to all other persons, such as visitors, other exhibitors, organisers, security staff, hostesses or all other service providers. The staff must not bother customers nor move outside the stand.

Any failure to comply with this provision will be recorded in writing by the organiser and may be used as a ground to refuse to allow the exhibitor to participate at future events.

**08.02** The stand must be occupied by the exhibitor or its representative at all times during the hours when the venue is open to exhibitors (including during the build up and tear down periods and when deliveries are made), and at all times during the hours when the exhibition is officially open to visitors.

Any failure to comply with this provision will be recorded in writing by the organiser and may be used as a ground to refuse to allow the exhibitor to participate at future events.

**08.03** The organiser has the sole right to write, publish and distribute the exhibitor's event catalogue, free of charge or for good consideration. It may assign all or part of this right, as well as the advertising included in the said catalogue. The information required for inclusion in the catalogue will be supplied by the exhibitors on their own responsibility and under penalty of non-inclusion, within the time limit set by the organiser.

**08.04** The organiser may, without specific agreement, include the exhibitor's company name in exhibition information, particularly catalogues intended for visitors and/or exhibitors, or on its website. Should the organiser wish to distribute the exhibitor's personal data, which was collected when the exhibitor registered with the exhibition, with the exhibition information, it must inform the exhibitor before doing so.

However, when the exhibitor registers, the organiser shall ask for its consent to use its image (including its sign, logo, products or services, or photograph of the stand) and name in all canvassing documents and media, for the purposes of advertising and promoting the exhibition. When the exhibitor gives its agreement, there is a presumption that its employees and/or subcontractors have also agreed to the organiser possibly using their images at the time of the exhibition.

When agreement has been reached, the organiser, producer or distributor may not be held liable on account of the distribution of its image, the image of its stand, its sign, its trademark, its staff, or its products or services, by television, video or any other medium, including virtual media (books, brochures), in France or abroad, for the purposes of the event.

**08.05** The organiser reserves the sole right to put up posters at the event venue. Therefore the exhibitor may only display, and only on its own stand, posters and signs of its own company, whose name it gave when it registered to take part in the exhibition, to the exclusion of all others, within the limits of the requirements concerning the general decoration.

The organiser may require posters and signs that do not comply with this provision to be removed.

**08.06** Brochures, catalogues, printed matter, free gifts or items of any kind whatsoever may only be distributed by the exhibitors on their own stand. Brochures relating to products, trademarks or services that are not on display may only be distributed with the organiser's written consent.

**08.07** It is forbidden to distribute or sell newspapers, periodicals, brochures, raffle tickets, badges, vouchers or coupons, even if they relate to charitable work or a charitable event, and to conduct opinion polls, at the event venue and in its immediate vicinity, unless the organiser has granted an exemption from this rule.

**08.08** Any light or sound advertising and any promotion, entertainment or demonstration that could cause crowding in the aisles must have the organiser's prior approval. The organiser will be entitled to revoke any authorisation that may have been granted, in the event of disturbance to movement, to neighbouring exhibitors, or to the event itself.

**08.09** Audible advertising and touting, in any form whatsoever, are strictly forbidden. The exhibitors must not obstruct the aisles or encroach upon them, in any circumstance, unless they have exceptional, prior, written authorisation from the organiser.

**08.10** The exhibitors must make every effort to provide the public with fair, objective and comprehensive information about the qualities, prices, and sales conditions of their products or services, and the related warranties, in compliance with the rules and regulations. They must not use any advertising or carry out any action whatsoever that could mislead or constitute unfair competition.

Exhibitors are informed that purchases made at the event are not subject to Articles L.311-10 and L.311-15 of the French Consumer Code (*Code de la consommation*) (seven-day cooling-off period) except for purchases that are covered by a consumer credit agreement, and purchases that result from a personal invitation to go to a stand to collect a gift.

Should any exhibitor be found to be claiming the opposite, the organiser may impose sanctions which could include the immediate closure of the stand.

**08.11** The exhibitors undertake to present only products, services or equipment in compliance with French or European rules and regulations. They will be fully liable for their products vis-à-vis third parties, and the organiser will have no liability whatsoever in the event that an exhibitor fails to comply with the law.

**08.12** It will be up to each exhibitor to complete the formalities involved in its participation in the event, as necessary, particularly those relating to labour regulations, customs requirements with respect to equipment or products coming from abroad, and those relating to hygiene with respect to food products or animal species.

## CHAPTER 9 INTELLECTUAL PROPERTY AND OPERATING OR MARKETING RIGHTS

**09.01** In accordance with the "*Charte de la lutte contre la contrefaçon*" (Plan to combat counterfeiting and infringement) voted by FSCEF General Meeting in July 2008, any exhibitor that wishes to bring an action before an administrative or ordinary court for counterfeiting or infringement against a rival exhibitor, undertakes to give prior notice thereof to the organiser of the event or its appointed representative, to behave honestly and to act in good faith.

**09.02** The exhibitor shall assume responsibility for the intellectual protection of and the rights to operate or market the equipment, products and services it displays (patents, trademarks, models, etc.), in accordance with the statutory and regulatory provisions in force. The said measures must be taken before the equipment, products or services are presented. The organiser declines all liability in this regard, particularly in the event of a dispute with another exhibitor or visitor.

**09.03** Each exhibitor shall assume responsibility for its obligations to the SACEM (*Société des auteurs, compositeurs et éditeurs de musique*) or French Society of Authors, Composers and Publishers of Music) if it uses music at its stand and as part of promotions that are specific to it, even for ordinary demonstrations of sound equipment. The organiser declines all liability in this regard.

**09.04** Unless the organiser makes specific provisions or gives written authorisation, photographs other than specific images of the exhibitor's stand may not be taken at the exhibition venue, nor may films be shot. Accreditation constitutes written authorisation to take photographs or shoot films, provided third parties' image rights are respected.

**09.05** The photography of certain items at the stands may be forbidden at the exhibitors' request and on their initiative.

## CHAPTER 10 INSURANCE

**10.01** The signatory renounces to take recourse against the organisers or against the owners of the exhibition premises. The exhibition registration fees (compulsory for all exhibitors) include a third party insurance and an insurance policies covering all the risks incurred of maximum value of 5000€ (deductible of 150€). Otherwise, the signatory undertakes to underwrite insurance policies for all risks and material exhibited above 5000€.

## CHAPTER 11 TEAR DOWN OF THE STANDS AT THE END OF THE EXHIBITION

**11.01** The exhibitor or its representative is required to be present at its stand when the tear down starts, and until the stand has been completely removed.

**11.02** During the tear down period, the exhibitor is bound to comply with the "*Charte professionnelle visant à organiser l'hygiène et la sécurité des salariés en situation de coactivité pendant les opérations de montage et de démontage des manifestations commerciales*" (Professional plan for the health and safety of employees involved in joint activities during the build up and tear down periods for exhibitions) drawn up by FSCEF.

**11.03** The stands, goods, items and special decorations, along with the waste remaining from the materials that were used to decorate the stands, will be removed by the exhibitors within the periods and

at the times specified by the organiser, in compliance with the laws, rules and regulations and local practice regarding waste materials. After these deadlines, all costs incurred due to any failure to follow these instructions shall be borne by the exhibitor. In addition, the organiser may be entitled to have the items shipped to a depository of its choice at the exhibitor's expense and risk, and the organiser will not be held liable for any total or partial loss or deterioration.

**11.04** The exhibitors must leave the places, decors and equipment made available to them in the condition in which they found them. Exhibitors responsible for any deterioration caused by their installations or their goods, either to the equipment or the building, or else to the floor space occupied, will be held liable therefor, upon presentation of evidence in support.

## CHAPTER 12 DAMAGE

**12.01** The term damage is understood to mean "property damage or non-pecuniary damage sustained by a person due to the action of a third party".

When an exhibition is held, damage may occur:

- between exhibitors
- between exhibitors/organisers
- between organisers/exhibitors
- between organisers/customers

**12.02** When an exhibitor suffers damage due to the action of another exhibitor, both must settle the dispute in a responsible fashion, as far as possible. The organiser must be kept informed of the dispute but has no obligation to act as a mediator or arbitrator. Its role is to check that the contractual provisions governing its relations with the exhibitor are complied with. If one of them decides to invite an authority to intervene, it has a duty to warn the organiser in order to preserve the image of the exhibition as far as possible.

**12.03** When damage occurs as the result of a dispute between an organiser and an exhibitor and affects another exhibitor, the exhibitor must submit a written request to the organiser. The organiser shall reply to the exhibitor's request promptly, provided the request is legitimate and justified. The organiser will have only a best-endeavours obligation.

**12.04** When the organiser suffers damage due to the action of an exhibitor, the former shall issue a notice requiring the exhibitor to cause the problem to cease. If this provision is not complied with, the organiser shall make a written record of its failure, which may be used as a ground to refuse to allow the exhibitor to participate at future events.

**12.05** The organiser has a duty to provide general information about the general running of its exhibition.

**12.06** The organiser has no obligation to intervene in disputes that may arise between exhibitors and customers and will not be held liable for disputes that arise between exhibitors and visitors, in any circumstance.

## CHAPTER 13 MISCELLANEOUS PROVISIONS

**13.01** The organiser may cancel or postpone the exhibition if it finds that the number of registrations is clearly insufficient. Registered exhibitors shall then be reimbursed for the amount of their down-payment or participation fee. Until the final day for registration, the exhibitor shall bear the entire risk relating to the fact that the exhibition may not be held, particularly the sole burden of the expenses it believes it will have to incur in anticipation of the exhibition.

**13.02** The organiser may also cancel or postpone the event in case of a situation of force majeure. Situations of force majeure that justify the cancellation or postponement of the exhibition, at any time, are any new, health, climatic, economic, political or social situations, at local, national or international level, that are not reasonably foreseeable when the exhibitors are informed of the exhibition, that are beyond the organiser's control, that make it impossible to put on the event or that entail risks of disturbance or disorder that might seriously affect the organisation and proper running of the event or the safety of property or persons. The possibility of the exhibition being postponed and/or the treatment of the sums paid will be determined in each organiser's special rules and regulations.

**13.03** Any breach of these rules and regulations, of the special rules and regulations by which they are supplemented, or of the specifications in the "guide" or "exhibitors' manual" issued by the organiser, may lead to the closure of the stand of the exhibitor in breach, with police assistance if necessary.

**13.04** In such situation, the exhibitor's participation fee will be kept by the organiser, without prejudice to the payment of the balance of the price, of any amounts remaining due, or of any other cost incurred to close the stand. The organiser reserves the right to bring an action against the exhibitor at fault seeking compensation for the loss sustained.

**13.05** Whatever the justification may be, complaints made by an exhibitor against another exhibitor or the organiser must be discussed away from the event and must not disturb the peaceful running or image of the event, in any way.

**13.06** The exhibitor agrees not to refer any dispute to the courts before first attempting to find an amicable solution through the organiser.

**13.07** In the event of a dispute, in principle, the courts in the place where the exhibition is held will have sole jurisdiction. Exceptionally, if an exhibition is organised abroad by a company whose registered office is in France, the competent court will be the court in the place where the organiser's registered office is located.

**13.08** Any difficulties that arise in the construction of the English, German, Spanish, Italian or Chinese versions of these General Rules and Regulations will be resolved by reference to the meaning of the French version of the General Rules and Regulations.