GENERAL REGULATION

CONGRESOS Y TURISMO DE SEVILLA, S.A.

CONTURSA

Managing Entity of Seville Conference and Exhibition Centre
(FIBES)
1. GENERAL CONSIDERATIONS

1.1 – Scope of application. Definition

These General Rules of Participation are mandatory and of application to the relationships between CONTURSA (Congresos y Turismo de Sevilla, S.A.) and exhibitors, their employees and/or subcontractors including setting-up operators and fitters.

In the context of these General Rules of Participation, the term “Show” refers to the whole exhibition event. The term “Exhibitor” is inclusive of any natural or legal person that has space at the Show. The term “Management” represents CONTURSA. The term “Exhibition Premises” refers to the premises on which the show takes place.

1.2.- Acceptance of Rules of Participation.

All exhibitors who apply for participation in any of the shows held at Seville Conference and Exhibition Centre premises expressly accept the present General Rules of Participation, as well as the specific Show rules and the provisions made by the Institution.

2. CONDITIONS

2.1.-Participation.

All natural and legal persons whose industrial or commercial activities are considered by CONTURSA to pertain to the sectors and products that form the subject matter of the show may apply to participate in the Show.

2.2.-Participation Contract.

Participation must be formalised through the show Participation Contract official form, complying with the way of payment established in it. In the event that payment is not made in the specified period(s) of time, the Exhibitor shall lose all the rights over the reserved space and said space shall become available to the Institution that may then offer it to other companies.

In no circumstances, except for special cases in which the Institution is in agreement, will authorisation be given to occupy an exhibition space that has not been paid for in its entirety. Stands may not be set up without having complied with the aforementioned requirement.
2.3.-Form of payment.

Payment shall be made in the following manner:

- Cash
- Bank transfer addressed to CONTURSA in the following banks:
  - LA CAIXA, c/ Granada 2- 41.001 SEVILLA
    ES11 2100-2587-87-0210061595
  - SANTANDER, Avda. Felipe II, nº5, 41013 SEVILLA
    ES59 0049-5854-36-2216088601

- In these cases, a copy of the bank transfer document must be sent, the contractor being responsible for paying the bank expenses originated.

2.4.-Allocation of spaces.

Space allocation will be carried out taking into account seniority order and the date of receipt of the completed application with the corresponding payment, as long as such location falls into the show sector if this is required by the Management.

The Management reserves the right to change the location assigned to companies for technical reasons.

Except in certain exceptional cases, accepted by the Institution, the Exhibitor shall have no acquired rights over exhibition space that said exhibitor may have occupied in the last edition. The distribution of spaces according to the needs of each Show is the sole competence of the Institution.

2.5.-Payment of services.

The fees for the services provided to the exhibitor shall be paid upon submission of the charges, before starting set-up or at the time the event starts.

2.6.-Transfer of space. Group stands.

In no case may the exhibitor transfer to a third party part of or the totality of the rights over the space assigned nor may the space be occupied by several co-exhibitors, unless this has been previously authorised by the Management in the case of group stands.

2.7.-Cancellation of exhibitor.
The fact of not participating in the event under contract does not give the participating company the right to receive back the amount given as a deposit for assignment fee, which CONTURSA will keep as compensation for damages.

2.8.- Access.

Exhibitors and visitors will get into the Show Premises and pavilions through the doors assigned by the Institution in each case and on the dates and at the times established for each Show.

2.9.-Access for vehicles, loading and unloading of goods.

Access to the Show Premises and to the inside of the pavilions shall be through the doors and on the days and at the times established for each case. Access into the pavilions shall be only to unload material.

The exhibitor agrees to inform the companies that are hired to transport, load and unload goods about the provisions of these General Rules of Participation that may affect them due to the nature of the work they have to carry out on Show Premises.

2.10.-Timetables.

The timetable applicable to each fair will be assigned by the Institution. The general public may not remain on the Premises outside the set hours.

Exhibitor personnel duly accredited by FIBES are not included in said prohibition and may enter the Premises thirty minutes before its opening to the general public and may remain up to half an hour after its closing. Only in exceptional cases can the Institution extend these periods.

2.11.-Maximum sound level.

Noisy demonstrations and presentations which may disturb other exhibitors are forbidden. The limits established by the Noise and Vibrations Protection By-Law and other applicable legislation in force shall be complied with at all times.

2.12.-Promotion material.

Advertising of any kind inside the Show shall refer solely to the goods exhibited or that appear in the exhibitor’s own catalogue.

This publicity, in the form of distribution of brochures, catalogues referring to said articles or any other type must only be carried out by exhibitors inside each stand and must adhere to normally accepted advertising usage. Any procedure involving unfair competition is forbidden.
Any advertising act to be carried out on the Show Premises outside the stands will require the prior written authorisation of the Show Management.

Advertising shall not be of ideological or political nature.

Under no circumstances may the exhibitor advertise any company that has not formalised its presence at the event.

It is strictly forbidden to carry out, within the space of the stand itself or outside of it, any activity, either directly or through third parties, which constitutes misleading advertising, propaganda or an intromission, or which shows disrespect or contempt for brands, logos or symbols which do not belong to the exhibitor, whatever the procedure used may be, such as handing out brochures or wearing fancy dresses that ridicule third parties.

If any of these disconcerting activities were to occur, the Show organisers or the Institution will seek responsibility and will immediately stop said activities and may even close the stand and, in any case, demand payment for the damage caused.

2.13.-Exhibition obligation.

The objects and products on display must remain in the exhibitor’s spaces for the days and hours during which the Show is staged.

Notwithstanding the aforementioned, the exhibitor may totally or partially sell the articles exhibited at the stand, respecting, in all cases the provisions established by current legislation.

In the event that small products are sold, said products may be replaced immediately by others with identical characteristics. The products may be handed over to the buyer immediately and they will be replaced on the stand.

In those cases in which immediate replacement is not possible, the articles that have been sold may be removed at the end of the show, subject to written authorisation by the seller and an exit order by the Institution.

2.14.-Entry/Exit of goods and objects during the exhibition.

For the entry/exit of goods, objects and products of all types during the course of the Show, exhibitors must request a personalised authorisation from the Institution and abide by the times that are established.

2.15.-Exhibited goods.

Exhibitors presenting goods that are not related to the theme of the Show shall forfeit their right to the contracted space. Only products related to the sectors covered by the Show will be allowed on stands.

2.16.-Industrial property.
Exhibitors undertake not to exhibit, on their stands, any product or service that imitates those of third parties, nor those that may infringe exclusive industrial property rights, whether registered or not, or to carry out any other act that may be construed as unfair during the staging of the exhibition.

2.17.-Exhibitor’s cards.

The Management will give the exhibitor, without charge, a certain number of cards in accordance with the surface of the occupied stand.

2.18.-Show catalogue.

The Management may publish an Official Catalogue of the Show that will contain a list of all Exhibitors. Appearance in this catalogue is free. All exhibitors have the right to get one copy of the catalogue.

The exhibitor may insert advertisements in the catalogue in accordance with the fees mentioned in the corresponding Application Form of the Show.

2.19.-Photographs

No exhibited products may be photographed without prior authorisation from the exhibitors involved; however, the Management reserves the right to photograph, draw or film the installations of the exhibited products in order to include them in its publications and official promotion material, without making reference to brands or names.

2.20.-Parking

The exhibitor who wants to make use of this service may request a card for parking at the special price fee.

2.21.-Professional complimentary invitations and visitor pass.

The Management will give exhibitors, upon request, complimentary invitation tickets for professional visitors in order for them to carry out their own promotion. These invitation tickets will be numbered in order to facilitate their follow-up. Visitors will not be allowed in if they present unduly completed invitation tickets or those without the exhibitor company’s stamp. Invitation tickets printed by the exhibitor will not be accepted.

2.22.-Complaints.

Potential complaints must be addressed in writing to the Management who will make a final decision observing the general interests of the show.

3. RATES AND FEES FOR SPACES AND SERVICES
3.1.-Fee for use of space.

The fee for use of space is shown on the participation contract and it exclusively represents the rent for the contracted space, not including consumption of electricity, water, telephone, inside decoration of the stand, cleaning of the occupied space and the other services that may be required, which will be invoiced according to the current prices.

3.2.-Modular stands. Characteristics.

Modular stands will exclusively be contracted with CONTURSA official provider.

The rent price includes the following services and supplies:

- Use of floor with exhibition carpet.
- Aluminium structure with total height of 2,70 metres.
- Melamine-finished chipboard wood panel enclosure.
- Front for 39-centimetre wide sign.
- Frontis sign on front, proportional to m².
- Electrical installation for 50 W light per square metre (total consumption will be invoiced separately).
- Electric board with 2 sockets.

3.3.-Two-level stands.

On certain shows, the Management may authorise set-up of two-level stands with the characteristics to be established for that occasion. Application must be completed with detailed plans signed by a qualified technician. As regards fees, the price per square metre on the second level will be 30% of the price per square metre of the space on the first level.

3.4.-Service rates.

The services that the Institution provides for exhibitors, such as electricity, water, telephone, IT, access to Internet, and the rest of the services that can be contracted, will be invoiced by CONTURSA at the current rates.

3.5.-Electricity supply.

Exhibitors must contract the connection and the electric board with CONTURSA.

There are power points for 220-volt monophasic and 380-volt triphasic AC supply. Installations and power lines, inside the stand, as well as the connection to the main distribution line of the Premises, will be paid for by the exhibitor and shall be carried out by an electrician (paid for by the exhibitor) under the supervision of the Management’s Technical Services. For more details, see point 5.04 of these Rules.

3.6.-Telephone installations.
Requests for telephone connections through the main board of the Premises must be made by completing the corresponding form. The rate for contracting that service will be that of the rates included in the Service Contract File. Direct telephone lines from the Spain National Telephone Company may be contracted. The corresponding rate will be paid for by the exhibitor to the Telephone Company, as well as the cost of taking up the line from the basement floor.

4. **LEGAL MATTERS**

4.1.–Exemption from liability.

The Management will not be held liable for the damages of any kind that might be inferred to any natural or legal persons who carry out any jobs or develop services in the Show Premises. This expressly includes exhibitors and service entities, their employees, partners and/or subcontractors.

It will likewise not be held liable for potential damages caused on visitors by exhibitors, and service entities, their employees and partners and/or subcontractors.

No exhibitor will have the right to demand any type of indemnification from the Management for sabotage or terrorist acts that might occur on the premises whatever damages to persons or things allegedly caused.

4.2.–Civil liability.

Exhibitors, and/or service entities, shall be responsible for any damage which, due to the occupation of the facilities, their use or the development of their activities by themselves and/or through their employees, partners and/or subcontractors, they may cause due to recklessness or negligence by chance or due to breakdown to a third party, this concept expressly including, although not limiting, the Management, the owners, and any other company or firm that might be occupying, temporarily or not, the same premises and clients and visitors to the premises.

4.3.–Insurance.

The exhibitor is bound to have insurance policies to cover any material damage to articles exhibited and civil liability, with the provisions established on the participation contract. Both of these policies will be taken out by the Institution and charged to exhibitors.
The exhibitor shall not, under any circumstances, hold the Institution or its employees accountable for any loss or damages to the material or objects on the stand.

4.4.-Personnel under the responsibility of the exhibitor.

At no time will any direct or subsidiary labour relation exist between CONTURSA and the personnel that the exhibitor or the companies involved in assembly and/or dismantling of his stand as contractors and/or subcontractors, take to the Show Premises to perform any of the activities included in their contracts.

Both the exhibitor and the companies that work for him must have their personnel insured and must be up-to-date with the payment of their salaries, as well as the payment to Social Security, deductions and statements, taxes, and any other labour and tax obligations established in current legislation, as well as complying with provisions regarding accident prevention. CONTURSA is entitled to ask for documentary proof that exhibitors and companies are up-to-date with said obligations and this Institution shall not accept any liability in the event of any claim or incident in relation to this; furthermore exhibitors and companies must have coverage for any civil liability that may derive from their actions.

4.5.-Exhibitor’s duties.

Without prejudice to any other duty considered in these Rules, exhibitors are bound to comply with the following:

- To keep their stands clean.
- To have stands ready at the Show opening time.
- To leave the space in the same state in which it was received.

4.6.-Change in dates, cancellation or suspension.

If, for reasons attributable to the Institution, the Show is cancelled, exhibitors shall have the right to a refund of the amounts paid up to that time, without any right whatsoever for compensation.

4.7.-Deposits.

The Management reserves the right to demand bank endorsement or a supplementary deposit to guarantee liabilities both strictly economic and those which affect the right use and maintenance of the premises and facilities at discretion.

4.8.-Showing of videos or reproduction of music, shows and musical events.

Any activity which accurses author’s rights and is subject to Intellectual Property and Copyright Laws will require the Management’s express authorisation and it is up to the exhibitor to apply for authorisation from the SGAE (General Society of Authors and Publishers) and pay the tariffs applicable for these activities (exempting CONTURSA from any liability derived from that).
4.9.-Protection of personal data.

In compliance with the Law on the Protection of Personal Data LOPD 15/1999 and the LSSI-CE 34/2002, and additional provisions, exhibitors are expressly informed that their data, including their email address, shall be incorporated into an automated file belonging to CONTURSA.

On sending their data, the parties in question expressly authorise their use for carrying out periodic communications, including those made via electronic mail, which CONTURSA will use to provide information on show and exhibition activity – activities, products and services – that it undertakes itself or through companies that cooperate with CONTURSA. Likewise the parties are informed that their data may be communicated, with the obligation to confidentiality, to the companies which cooperate with CONTURSA, exclusively with operational and management purposes deriving from the current contractual relationship, including data on background, content and development. The signing of the application form to participate in any show to be held in CONTURSA premises is equivalent to exhibitors expressly consenting to the communication of their data to third parties, as well as to receiving commercial communication via electronic mail.

The Institution informs you of your right to access, rectification, opposition and cancellation of these data by means of a letter addressed to CONTURSA, Avda. Alcalde Luis Uruñuela, 1, 41020 Sevilla.

5. SAFETY NORMS

5.1. Prohibited activities.

All activities that may pose the risk of an accident on the Show Premises are prohibited. In relation to both the objects on display and the elements used for assembling and decorating the stands, the Regulations on Occupational Risk Prevention applying to transport, assembly, handling, operation and dismantling must be complied with.

It is forbidden to deposit or exhibit dangerous, inflammable, explosive or unhealthy materials that give off unpleasant odours and that may bother other exhibitors or visitors.

It is likewise prohibited to perform any activity that is bothersome, unhealthy, noxious, dangerous or illegal.

It is prohibited to affect the premises, expressly to paint the facilities or to fit wall plugs, or cable chases of any type. Without the express, written authorisation of CONTURSA Management, no material shall be fixed or hung on any structural element. Paving cannot be perforated nor shall carpets or any building element employing contact glue or similar adhesives be allowed. Such materials must be attached by using double-sided adhesive tape, or by using wooden flooring or a separate flooring system.
It is forbidden to move around on any type of vehicle once the Show has been inaugurated.

The presence of live animals on stands is prohibited unless expressly authorised by the Specific Show Regulations in accordance with the current legislation.

All costs of repair for any damage caused by the exhibitor and/or his decorator shall be for the account of said exhibitor.

It is forbidden to project any image of light beam outside the space assigned.

It is strictly forbidden to exhibit any products that may pose a danger to visitors, other exhibitors, suppliers, CONTURSA staff or its facilities. Exhibiting machines in operation is allowed if this does not pose a danger to persons and facilities. The exhibitors, who are the title-holders of the stand, are the only ones accountable for any type of liability that may arise in this respect. They must therefore install on said machines the necessary protective devices, adopting the safety measures required by the regulations and provisions in force at that time.

CONTURSA reserves the right to inspect, at any time, by means of its services, all facilities and installations and may make any observations to exhibitors that it deems appropriate. Such observations must be taken into account and carried out immediately and without right to appeal.

At any time CONTURSA may require exhibitors to withdraw members of staff from their stand whose conduct merits this measure.

5.2.- Accident prevention.

The exhibitor, the service entity and all their employees, partners and subcontractors are bound to respect all provisions in force regarding accident and fire prevention. Machines in operation must have the necessary protective devices to avoid shaving or liquid projection and must comply with the legislation in force regarding noise pollution. The Management is entitled to prohibit the operation of those machines which do not comply with these provisions.

5.3.- Surveillance of Show Premises.

The Institution shall be responsible for general surveillance of the Premises by means of the personnel of a specialised company. In no case does this security cover the private belongings of each exhibitor.

The Institution, therefore, is not liable for the robbery or theft of the materials and objects deposited on each stand, nor for the damages that objects, samples, personal belongings, assembly and/or exhibition materials may suffer before, during or after the staging of the Show, nor for the damages that may be caused to vehicles or for belongings missing from said vehicles when parked in the areas assigned for this purpose.

If the exhibitor wishes to have a specific surveillance service for his stand, this must be contracted through CONTURSA, indicating the persons required for the service so that the
Institution may issue, if relevant, the corresponding authorisation for said service. Its cost will be for the account of the exhibitor.

If the exhibitor wishes to contract this service with a different company, the Management must receive, sufficient time in advance, the full details of said company and of the persons who will carry out the service, issuing, if relevant, authorisation for this service to be carried out.

5.4.- Not blocking of aisles. Packaging.

For safety purposes, during stand assembly and dismantling periods, all materials must remain within the boundaries of the stand space, leaving aisles and common areas totally free. The cleaning services are authorised to remove any materials placed in these areas and exhibitors shall not be entitled to claim for damages.

During the Show itself, exhibitors must leave said spaces totally free.

5.5.- Access to safety equipment.

The location and access to all fire-fighting materials and equipment: hoses, fire hydrants, extinguishers, alarms, emergency exits, etc. must be respected even if they are located within the contracted exhibition space.

It is as well forbidden to totally or partially block access to emergency exits or to service areas.

6. CONDITIONS FOR STAND ASSEMBLY AND INSTALLATION

To follow assembly norms in force at each moment. (www.fibes.es)

FINAL PROVISIONS

Submission to Rules of Participation.

All exhibitors, by the mere fact of registering, acknowledge and accept the present General Rules of Participation, and the provisions of the Show.

Force Majeure

In the event of force majeure, the Show dates can be changed or the whole Show can be cancelled.

Jurisdiction

Exhibitors agree to submit themselves to the jurisdiction of the Courts and Tribunals of Seville.