

TÉRMINOS DE REFERENCIA

SERVICIO DE ALQUILER DE AMBIENTE PARA LA FERIA IFTM TOP RESA 2024

1. DEPENDENCIA QUE REQUIERE EL SERVICIO

Departamento del Mercado Europeo – Subdirección de Promoción del Turismo Receptivo.

2. OBJETO DE LA CONTRATACIÓN

Se requiere el servicio de alquiler de ambiente para la participación de PROMPERÚ en la feria internacional IFTM Top Resa 2024, a realizarse del 17 al 19 de septiembre 2024 en la ciudad de París, Francia.

3. FINALIDAD PÚBLICA

La finalidad publica para la presente contratación es reforzar la presencia del Perú en Francia, a través del alquiler de un ambiente en la feria IFTM Top Resa 2024, impulsando el posicionamiento del Perú como destino de experiencias únicas que se ofrece una variada oferta turística (gastronomía, aventura, naturaleza y cultura), nuevos productos e infraestructura hotelera y servicios de alta calidad.

4. VINCULACIÓN CON EL PLAN OPERATIVO INSTITUCIONAL

La presente contratación corresponde al ÁPEX 1110.2023 Adelanto Feria Top Resa 2024 Centro de costo: Subdirección de Promoción del Turismo Receptivo – Departamento del Mercado Europeo.

5. ANTECEDENTES

La Dirección de Promoción del Turismo es el órgano de línea responsable de la promoción del turismo receptivo e interno, a través de la realización de actividades de promoción del destino Perú, de fortalecimiento de la gestión comercial de las empresas y de inteligencia turística, que contribuyan con el desarrollo sostenido y descentralizado del país, en concordancia con las políticas, lineamientos, objetivos y metas sectoriales. Su gestión impacta en el objetivo general institucional de contribuir efectivamente al crecimiento sostenido y descentralizado de las divisas generadas por turismo.

En el marco de las actividades regulares de la Sub Dirección de Turismo Receptivo - Mercado Europeo, ha visto conveniente la participación de PROMPERÚ en la Feria IFTM Top Resa 2024, a realizarse de manera presencial en la ciudad de París, Francia, del 17 al 19 de septiembre 2024

6. OBJETIVOS DE LA CONTRATACIÓN

La participación de Perú en esta importante feria será fundamental para la rápida reactivación del sector, con la finalidad de mantener presencia del destino, fortalecer las relaciones con el canal comercial, que permita promocionar al Perú de forma apropiada y que contribuirán al éxito de los propósitos de crecimiento del mercado emisor francés.

7. ALCANCE Y DESCRIPCIÓN DE LOS SERVICIOS A CONTRATAR

ALCANCES:

De acuerdo a las condiciones establecidas en el Anexo N° 1 – Contrato de Adhesión.

Datos del evento:

o Nombre del evento: Feria IFTM Top Resa 2024

o Ubicación: París, Francia.

- o Tipo de ambiente para el stand: Solo suelo
- o Fechas: Del 17 al 19 de septiembre 2024

El servicio de alquiler de ambiente deberá incluir lo siguiente:

- o Área de stand: 120 m²
- o Precio solo piso (repitente)
- o Ubicación espacio: 04 esquinas
- o Registro de Promperú
- o Registro para 12 co-expositores

7.1 LUGAR Y PLAZO DE PRESTACIÓN DEL SERVICIO

El servicio de alquiler de ambiente para la feria IFTM Top Resa 2024 se realizará en la ciudad de París, Francia, del 17 al 19 de septiembre 2024.

7.2 FORMA DE PAGO

El pago se realizará 100% por anticipado, por transferencia bancaria y moneda extranjera (Euros), a la cuenta del proveedor, en observancia del numeral 6.7.4.3 de la Directiva N° 001-2022-PROMPERÚ/GG/OAD, adjuntando para ello el Anexo N° 11 de la citada directiva, debidamente suscrito por el Departamento de Mercado de Europeo y la Subdirección de Promoción del Turismo Receptivo.

Asimismo, el proveedor enviará su comprobante de pago a la dirección de correo electrónico comprobantepago@promperu.gob.pe indicando en el asunto el número de la Orden de Servicio conteniendo los siguientes datos:

- o Nombre: PROMPERÚ
- o RUC: 20307167442
- o Dirección: Calle Uno Oeste N° 50, Edificio MINCETUR, Piso 14, Urb. Corpac, San Isidro, Lima
- o N° de orden de servicio:

En caso cuente con su comprobante de pago Electrónico debe de enviar el documento.

7.3 CONFORMIDAD DEL SERVICIO:

La conformidad del servicio será otorgada por el Departamento de Mercado de Europeo y la Subdirección de Promoción del Turismo Receptivo.

8. OTRAS DISPOSICIONES

El proveedor se sujetará a las disposiciones contenidas en la Directiva que regula las Contrataciones con proveedores domiciliados y no domiciliados en el País en PROMPERU, y de manera supletoria a la Ley de Contrataciones del Estado, su Reglamento y demás normas complementarias.

CONTRACT

PROMPERÚ

Attn : Frida Fernandez zuloaga

Calle Uno Oeste No. 50 Edificio Mincetur Piso 14 Corpac –27 RUC: 20307167442

San Isidro

Lima

Peru

Tel : +5116167300**Your Contact is :** Rocio Portillo**Direct Line :****Email :** rocio.portillo@rxglobal.com**Event :** IFTM Top Resa24**Account No :** 1255780**Proposal Creation Date :** 10/11/2023**Proposal Reference :** 5-1111-00823954**Your Purchase Order :**

SERVICES/PRODUCTS	Exhibition space	Payment Terms Ref	Stand W x L	Corners	UOM	Qty	VAT Rate	VAT	NET
Premium bare space package	B054	Scheduled	x	-	M ²	120.00	0.00%	-	EUR €85740.0
Premium bare space	-	Scheduled	15.00 x 8.00	4.00	M ²	120.00	0.00%	-	-
Bronze Registration Package	B054	Scheduled	x	-	EA	1.00	0.00%	-	EUR €1130.0
Registration Package - 5 companies	B054	Scheduled	x	-	EA	2.00	0.00%	-	EUR €2650.0
Sharer Tourism board package	B054	Scheduled	x	-	EA	2.00	0.00%	-	EUR €700.0
Price (Ex VAT)*:									EUR €90,220.00
VAT :									EUR €0.00

Customer acknowledges that the Services are described in the Addendum at the section "SERVICES AND PRODUCTS DESCRIPTION".

Total Tax Included: EUR €90,220.00
 ("participation fee")

Quote Expiry Date :

*Taxes instruction are provided in Addendum and/or invoices

If your Organisation requires your Purchase Order Number to be quoted on our invoice before payment can be made, please enter it here

RX France, a French joint stock company with a capital of 90,000,000 euros, having its registered offices at 52-54 Quai Dion Bouton, CS 80001, 92806 Puteaux Cedex, France, registered with the Nanterre Companies Registry under n°410 219 364

RX France

Event : IFTM Top Resa24
Account No : 1255780
Proposal Creation Date : 10/11/2023

Proposal Reference : 5-1111-00823954

I, the undersigned, declare that I have in my possession, and irrevocably agree to, the general rules and regulations of the Event and that I accept all clauses without reservation, especially the provisions of article 10 dedicated to insurance and waivers of recourses.

The Authorised Signatory acknowledges, agrees and warrants, on behalf of his/her organization, that its signature herein is the manifestation of the Participant's acceptance of the Organiser offer.

Therefore, once signed, this document (the "Specific Terms") together with the Addendum (where applicable) and Rules attached and the Exhibitor Manual on the Event website and the Amendments (the "Contract") shall constitute a legally binding Contract to participate to the Event. In the event of any conflict between the terms of the documents, the order of prevalence is :

1. The Specific Terms that shall prevail over
2. The terms of the Addendum shall prevail over
3. The General Rules that shall prevail over
4. The Exhibitor Manual.

Privacy and Data Policy

You accept to receive commercial information relevant to your business from RX France and its partners by mail, fax, or email.

The information compiled is subject to data processing designed for the management of client monitoring. The recipients of the data are the Organiser, RX France, and the partners of the event. They are kept for a minimum of 5 years and for a maximum of 10 years and are destined to RX France and for its partners, within the framework of the event.

You have a right of access, erasure, opposition and rectification of your personal data, which you may be exercised by filling the following form : Privacy Centre webform (<https://privacy.reedexpo.com/en-gb/privacy-centre.html>).

Customer Legal Name : _____ Position : _____

Signatory duly authorized : _____ Date : _____

Please note that the Authorised Signatory shall be duly authorised to sign, execute and perform the Contract on behalf of the Customer.

GENERAL RULES FOR TRADE SHOWS ORGANISED BY RX FRANCE

DEFINITIONS

Advertiser: company or Exhibitor who purchases the insertion of an ad or a communication tool related to the Trade Show's purpose in an advertising insert made available by the Organiser as described in Article 5.

Customer: designates the legal entity identified in the special terms and conditions which, for the purposes of these general rules, may be: Exhibitor, Sponsor or Advertiser.

Participation Contract: contract signed between the Organiser and the Exhibitor, Sponsor, or Advertiser, as the case may be, whose purpose is to define the terms and conditions of the Exhibitor's, Sponsor's, or Advertiser's participation in the Trade Show. If necessary, the participation contract may include the purchase of exhibition space, related products, tickets for accessing the Trade Show, a sponsorship service, and/or visibility in the Trade Show's communication tools.

The Participation Contract consists of the following documents:

- the special terms and conditions applicable hereto, including: payment terms, the service(s) purchased by the Exhibitor, Sponsor, or Advertiser.
- the addendum containing additional provisions and/or, if applicable, the specific rules of the Trade Show.
- these general rules.
- Exhibitor technical guide.

All these contract documents form an indivisible whole. In the event of a contradiction between the documents, the special conditions shall prevail over the addendum which shall prevail over the general rules, which shall prevail over the Exhibitor technical guide.

Any wording added by the Exhibitor, Sponsor, or Advertiser without the Organiser's consent shall be deemed unwritten. In particular, the other party's general terms and conditions of purchase are not part of the contractual scope.

Co-exhibitor: means a company other than the Exhibitor, hosted by the latter at its exhibition space who is physically present at the exhibition space during the Trade Show. The Exhibitor is then referred to as the "Main Exhibitor" and the co-exhibition rules are stipulated in Article 4.

Exhibitor: means the exhibiting company that has signed a Participation Contract with the Organiser to purchase an Exhibition Space at the Trade Show, Exhibition Space equipment, and various options.

Direct Costs: means the external costs incurred by the Organiser for organising the Trade Show.

Organiser: refers to the company **RX FRANCE**, a simplified joint stock company with capital of €90,000,000, whose registered office is located at 52, quai de Dion Bouton 92800 Puteaux, registered in the Nanterre Trade and Companies Register under number 410 219 364.

Trade Show: means the physical or digital event organised by the Organiser which is specified in the special conditions and/or the addendum.

Sponsor: means the company sponsoring an event and having entered into a Participation Contract with the Organiser to purchase a sponsorship.

Exhibition Space: means the space purchased by the Exhibitor at the exhibition venue including stands, pods, or modular stands.

Digital Services: refers to digital advertising inserts, or access to digital platforms, or digital pages (digital stands), or any service referred to as "digital" in the Participation Contract.

Registration Pack: means the administrative fees as provided in the special terms and conditions.

ARTICLE 1 - GENERAL INFORMATION

1.1 Purpose: The purpose of the Participation Contract is for the Organiser to make an Exhibition Space available, to provide advertising space, to sell physical access rights, to sell Digital Services or to offer a sponsorship package at the Trade Shows at the exhibition venues, which the other party accepts.

1.2 The Organiser's Role – The Exhibitor acknowledges the Organiser's role as the general coordinator of the trade show vis-à-vis the other participants in the Trade Show (such as exhibitors, co-exhibitors, visitors, sponsors, speakers, public authorities, service providers, and exhibition venues).

The Organiser shall determine the conditions for organising the Trade Show, especially the dates on which it is held (within the limits stipulated in 1.3 below), the opening and closing times of the Trade Show, the place where it is held, and the authorised audiences, and may modify them at its own initiative.

The Exhibitor acknowledges that the Organiser must be able to make adjustments to the Trade Show when circumstances require, especially under the conditions set out in Articles 1.3 and 1.4 below.

1.3 Postponing the Trade Show - With regard to the dates on which the Trade Show is held, the Organiser may postpone the Trade Show up to a maximum of (i) 6 months after the originally planned period for annual trade shows, or (ii) 12 months for biennial trade shows, provided that reasonable notice is given, except in the case of an emergency. In this case, the Exhibitors' Participation Contract will be automatically and fully carried over to the new dates of the Trade Show, except for the Digital Services if they are maintained. Any deposits paid by the Exhibitor shall be kept by the Organiser and the Exhibitor shall be required to pay the balance of any amounts owed for its participation in the Trade Show according to the modified due dates.

If the Trade Show is postponed beyond the above-mentioned limits, the Exhibitor shall be given the option of requesting a refund of the deposits it has paid to the Organiser (after deducting the Registration Pack and amounts for Digital Services, unless otherwise stated in the Participation Contract) or of requesting its participation be postponed to the new dates of the Trade Show under the above-mentioned conditions.

1.4 Cancellation of the Trade Show - Except in the case of exceptions provided for by the Organiser in the Special Conditions and/or in the Addendum, the following terms and conditions will apply in the event the Trade Show is cancelled.

1.4.1 If the Organiser finds that the Trade Show cannot be held under the planned conditions due to exceptional circumstances, regardless of whether or not they constitute a case of force majeure within the meaning of Article 1218 of the French Civil Code and, in particular, regardless of whether or not they are completely unforeseeable (the following cases in particular shall be deemed to be exceptional circumstances: fire, flood, storm, destruction, or unavailability of the premises where the Trade Show is to be held, accident, act of God, local or national strike, riot, security risk, terrorist threat, administrative ban or closure, health situation, possible consequences of the Covid-19 epidemic leading, for example, to the cancellation of the participation of a significant number of exhibitors, restrictions on the movement of exhibitors or visitors), it may give notice of the Trade Show's cancellation.

In this case, the Participation Contracts will be cancelled and the amounts paid to the Organiser will be reimbursed minus the Registration Pack, the amounts corresponding to Digital Services actually provided by the Organiser, and the Direct Costs incurred by the Organiser on the date cancellation is notified. These Direct Costs will be divided between the Exhibitors, Sponsors, and Advertisers, in proportion to the amounts paid by each of them.

It is understood that this paragraph applies notwithstanding Article 1218 of the French Civil Code, which it expressly derogates from where necessary.

1.4.2 If the Organiser is forced to cancel the Trade Show because of an insufficient number of participants, and unless this is due to the circumstances referred to in the paragraph above in which case Article 1.4.1 shall apply, the Exhibitor, Sponsor, or Advertiser will be reimbursed the amount paid to the Organiser.

1.5 Suspending the Trade Show - The Exhibitor, Sponsor, or Advertiser entrusts the Organiser with the task of assessing whether the Trade Show should be suspended or vacated in the event of a threat to public safety and agrees not to make any subsequent claims against it. If the Trade Show is suspended due to exceptional circumstances, the participation fees due by the Exhibitor, Sponsor, or Advertiser will be recalculated by applying a prorated rate corresponding to the actual duration of the Trade Show, after deducting the Direct Costs, Registration Pack, and amounts corresponding to services that have been fully performed or that have not been affected by the suspension (such as the Digital Services).

1.6 If the above is applied, and therefore in the event of modification, postponement, interruption, or cancellation of the Trade Show, the Parties agree that the legal provisions relating to contractual non-performance (Articles 1219 and 1220 of the French Civil Code) shall not apply. Furthermore, in the event of modification, postponement, interruption, or cancellation of the Trade Show, regardless of the circumstances or reasons, the Exhibitor, Sponsor, or Advertiser may not claim any compensation from the Organiser, except in the case of gross negligence by the Organiser.

1.7 In all cases, the Exhibitor, Sponsor, or Advertiser shall be solely responsible for the expenses agreed in preparation for the Trade Show (hotel, transport costs, subcontractors, etc.), and shall be responsible for covering this risk with its own insurers if it so desires.

ARTICLE 2 - CONDITIONS FOR PARTICIPATING

2.1 The Organiser shall determine the categories of exhibitors and establish the list of products and/or services presented.

An Exhibitor may only present products or services manufactured or designed by themselves or for which they are an agent or dealer. In the latter case, they must send the Organiser a list of the brands whose products or services they intend to promote when they apply for a Participation Contract.

After review, the Organiser may exclude products and/or services which it believes do not correspond to the purpose of the Trade Show or admit those which are not included in the list but are of interest to the Trade Show.

With the exception of goods acquired for the buyer's personal use (which may not exceed a value of 80 euros all taxes included), sales involving immediate delivery to the buyer on the spot are forbidden.

An Exhibitor, Sponsor, or Advertiser may not present products that do not comply with French regulations or that do not comply with local regulations for Trade Shows held abroad, nor may it engage in any misleading or unfair advertising.

In this respect, Exhibitors are formally prohibited from exhibiting illegal products or products from illegal activities. It is also forbidden for any person not authorised by law to offer services or products relating to regulated activities. Exhibitors who violate these provisions may be prosecuted without prejudice to the measures that the Organiser may take to put an end to this violation.

Exhibitors, Sponsors, or Advertisers assume full responsibility for their products and their actions vis-à-vis third parties and the Organiser cannot be held liable in any way. In the event of a claim by a third party against the Organiser for an act, product, or service of an Exhibitor, Sponsor, or Advertiser, the latter shall reimburse the Organiser for all costs reasonably incurred by the Organiser in its defence and for any damages it may suffer.

The Exhibitor, Sponsor or Advertiser remains responsible for damage caused by its own actions and by the people it employs, its subcontractors and its representatives.

2.2 Anyone wishing to participate in the Trade Show must contact the Organiser.

Subject to compliance with these conditions and after discussions, the Organiser will send them the Participation Contract including the Special Conditions for their Exhibition Space, their advertising insert, or their sponsorship. This document must be returned signed to the Organiser within the specified period. Otherwise, the Organiser reserves the right to declare it null and void, without incurring any liability or even being obligated to enter into said agreement.

By signing (by hand or digitally) the Participation Contract, the Exhibitor, Sponsor, or Advertiser agrees to pay the full price of the organisation service and the related costs by the deadlines set out in said contract.

2.3 The Exhibitor, Advertiser, or Sponsor shall be responsible for ensuring that any login and/or password (or encrypted URL, as the case may be) sent to it by the Organiser is used by their duly authorised representative. These login and password (or encrypted url if applicable) are strictly personal to the user and may not be shared with third parties. The user must ensure that they are kept confidential and secret. Any subscription or change made using these login and password (or encrypted URL) shall be deemed to have been made by a duly authorised representative of the Exhibitor, Advertiser, or Sponsor. By express agreement between the Parties, they agree that the use of this login and password (or encrypted URL) for subscribing online to a service offered by the Organiser is equivalent to a signature within the meaning of Article 1367 of the French Civil Code and therefore acceptance of the provisions relating to said service. By express agreement between the Parties, they deem this signature to be reliable.

ARTICLE 3 - ADMISSIONS REQUIREMENTS

3.1 Monitoring Admissions

The Organiser is not obligated to give reasons for its decision to accept or refuse to enter into a Participation Contract.

The Organiser is free to refuse to enter into a Participation Contract with a company, in particular if that company:

- has not paid its participation fee in full for another Trade Show held by the Organiser or any other company in its group.
- has caused disturbance or a nuisance during a previous Trade Show held by the Organiser or any of its group companies or, more generally, has not complied with the rules and regulations applicable to said Trade Shows.
- wishes to present products or advertisements that do not correspond to the purpose of the Trade Show.
- wishes to present products or disseminate advertisements that are involved in a dispute or pose a risk to the Trade Show.

The Participation Contract from a company whose affairs are managed, for any reason whatsoever, by a legal representative or with their assistance, may lead the Organiser to exercise its right not to allow said company to participate. This is the case, in particular, for any application from a company that has suspended payments between the date the Participation Contract was signed and the date the Trade Show begins.

However, the Organiser may freely decide to continue its participation if the company is legally authorised to continue its operations.

3.2 Conditions for the Exhibitors' Representatives/Employees to Access the Trade Show

The Organiser reserves the right to refuse entry or to have any Exhibitor temporarily or permanently expelled if their presence, behaviour, or attire is detrimental to the image, tranquillity, safety of the Trade Show or the other Exhibitors, the public, the Organiser, or the physical integrity of the site.

Given the international nature of the Trade Show, the Exhibitor, Sponsor, or Advertiser shall ensure:

- its participation is neutral in terms of political, ideological, or religious expression.
- that it does not cause any nuisance (visual, sound, odour or any other nature) to the organisation of the Trade Show, to neighbouring Exhibitors or not, or to the public, whether in its exhibition space, in the advertising space allocated within the venue, or in the area surrounding the Trade Show.

Otherwise, the Organiser reserves the right to impose penalties, including denial of access.

3.3 Guest Passes - Paid Admission Tickets

Guest passes and paid admission tickets for visitors whom Exhibitors wish to invite are issued to Exhibitors under conditions determined by the Organiser.

Any misuse of these tickets and/or any other use will be prosecuted.

Unused passes and tickets cannot be returned or refunded if the Organiser has charged for them.

Only free passes, guest passes, and admission tickets issued by the Organiser may be used to gain access to the Trade Show.

3.4 Resale of Admission Tickets

Admission tickets (tickets, guest passes, badges, passes, etc.) may not be resold under penalty of law.

Scalping tickets is a criminal offence punishable by arrest and detention by the police. Penalties incurred range from €3,750 to €15,000 in fines and from 6 months to 1 year in prison.

Scalping is the act of offering, selling, or displaying goods for sale or exercising any other profession in public places in violation of the regulatory provisions on the policing of these places, without proper authorisation or declaration (Art. 446-1 of the French Penal Code).

ARTICLE 4 – EXHIBITION SPACE

4.1 Layout of the Exhibition Space The Organiser shall draw up the floor plan of the Trade Show and freely allocate the sites, taking into account, if possible, the wishes expressed by the Exhibitor, the nature of the products and/or services they are presenting, the layout of the exhibition space they propose to install and, if necessary, the date of the application for participation.

The location of the Exhibition Space allocated to an Exhibitor shall be communicated to them in the Participation Contract by means of a floor plan. The plan provided must be as precise as possible.

The Organiser retains the right to change the location and layout of the areas requested by the Exhibitor due to its coordinating or organisational role. The Exhibitor will then be notified by a "stand change confirmation". This change does not authorise the Exhibitor to unilaterally terminate their participation commitment.

The Organiser cannot reserve a stand or guarantee it from one session to the next. Furthermore, participation in previous events does not create any rights for the Exhibitor in relation to this.

4.2 As part of the organisational service they have purchased, an Exhibitor may not transfer, sublease, or share all or part of the space or services available to them inside the Trade Show venue, in return for payment or free of charge, without the Organiser's prior written consent.

When the Participation Contract includes the Main Exhibitor's inclusion of Co-exhibitors, the Main Exhibitor shall be responsible for their acceptance of said Participation Contract.

If the Main Exhibitor fails to obtain the above agreements from their Co-exhibitors, the Main Exhibitor must reimburse the Organiser and the other third parties covered by the waiver of recourse clause for all amounts incurred by them (fines, reimbursements, settlement payments, convictions, representation and/or procedural costs, etc.) as a result of this lack of agreement by the Co-exhibitors.

The Exhibitor must ensure that its Co-Exhibitors have adequate civil liability cover. They shall be held responsible for all damage caused by them at or during the Trade Show, and it shall be their responsibility to take any recourse action necessary against their Co-exhibitors.

Co-exhibitors must be accepted by the Organiser.

More than one exhibitor may be permitted to make a joint presentation, provided that each has obtained the Organiser's prior approval and that each has signed a Participation Contract.

4.3 Equipped Stand

The Equipped Stand Exhibitor has chosen the specific features of the Stand described in the Special Conditions and/or the Addendum knowingly. If the Equipped Stand Exhibitor does not dispute the conformity of the Equipped Stand within 24 hours of receiving it, the Exhibitor shall be deemed to have accepted the Equipped Stand without reservation.

The Equipped Stand Exhibitor may, under their sole responsibility, add equipment or fixtures not included in the package they have chosen. If this is the case, the Equipped Stand Exhibitor shall indemnify the Organiser and hold it harmless against any damage caused by the added fixtures and/or equipment.

4.4 Set-up and Decoration of the Exhibition Areas

The set-up of the exhibition areas is designed according to the general plan drawn up by the Organiser.

The specific decoration of the exhibition areas is done by the Exhibitors under their sole responsibility. It must comply with the safety rules established by the public authorities as well as the general decoration plan and signage established by the Organiser.

The Organiser reserves the right to remove or modify any fixtures that would detract from the general appearance of the Trade Show or disturb neighbouring exhibitors or the public, or that do not conform to the plan and layout previously submitted for its approval. The Organiser may revoke the authorisation granted in the event of a disturbance to neighbouring exhibitors, traffic, or the holding of the Trade Show.

4.5 Restoration - Custody of Materials - Risk Assumption

The Organiser declines all responsibility for constructions or installations built by the Exhibitors.

The Exhibitors accept the sites in the condition in which they find them and must leave them in the same condition. Any damage, in particular to the premises and facilities in which the Trade Show is held, caused by an Exhibitor or by his installations, equipment, or goods shall be borne by that Exhibitor.

The Exhibitor remains the sole custodian responsible for the goods exhibited and, more generally, for all of their equipment, throughout the Trade Show (7 days a week, 24 hours a day), including assembly, dismantling, handling, moving and transporting, and the Organiser cannot be held liable in any way for these items.

The Exhibitor moreover expressly agrees to bear alone all of the risks to which the goods and equipment referred to above may be exposed. In compliance with the safety rules, it is obligated to take all necessary measures to protect the goods and equipment. These measures shall not be the Organiser's responsibility. In particular, it is the Exhibitor's responsibility to decide on the methods of guarding these goods and materials (such as safes, display cases, assigning their own guards to the stand, etc.).

4.6 Assembling and Dismantling the Exhibition Space

The Organiser shall set the schedule for assembling and dismantling the exhibition space before the Trade Show begins and for removing the goods, as well as the deadlines for cleaning up at the end of the Show.

The Exhibitor shall be responsible for ensuring that the installer arrives within a sufficient timeframe, before the end of the dismantling period, to allow the site to be returned in its original condition by the deadline set by the Organiser.

The Organiser may perform any work that the Exhibitor has not done by the deadline at the Exhibitor's expense and risk, with no liability for total or partial damage or loss, which the Exhibitor accepts without reservation.

The Exhibitor has been informed of the substantial late penalties that would be due by the Organiser to the Trade Show grounds if the venue were to be returned after the agreed date, and because they are aware that in such a case the Organiser would seek payment of these penalties from them, they accept that if their stand has not been dismantled by the specified deadline, the Organiser will proceed to destroy the stands and objects still in them without any obligation to reimburse the Exhibitor for the value of the goods and items on the destroyed stand.

Furthermore, any failure by an Exhibitor to comply with the deadline for occupying a stand, for whatever reason (in particular seizure), shall entitle the Organiser to claim payment of late penalties and damages.

Any installation of machines or equipment that can only be set up or assembled by using the exhibition space of other Exhibitors must be authorised by the Organiser and be done on the date it specifies.

4.7 Goods

Each Exhibitor is responsible for transporting and receiving the goods intended for them. They must comply with the Organiser's instructions concerning the rules for the entry and exit of goods, particularly with regard to the movement of vehicles and service providers within the Trade Show.

The products and equipment exhibited at the Trade Show may not, under any circumstances whatsoever, be removed from the Show during its duration.

4.8 Cleaning

Each stand shall be cleaned in accordance with the conditions and deadlines indicated by the Organiser to the Exhibitors in the Exhibitors technical guide, if applicable.

ARTICLE 5 – CONDITIONS FOR COMMUNICATIONS AND SPONSORSHIP TOOLS

5.1 General Rules

Unless the Advertiser purchases an advertising insert, as indicated in the Special Conditions and below, the Exhibitor only has the right to advertise:

- at its stand and in the products mentioned in its Participation Contract and,
- only for products and services of which it is the manufacturer or for which it is a dealer and which correspond to the list of products and/or services presented at the Trade Show and/or which have been accepted by the Organiser under the conditions referred to in Article 2.1 of these regulations.

Therefore, and in particular:

- loud promotion and soliciting, in any way whatsoever, are strictly forbidden.

Circulars, brochures, catalogues and printed matter relating to the products and brands exhibited may only be distributed by Exhibitors at their stand. Their distribution at the Trade Show venue and its immediate surroundings is strictly forbidden.

More generally, the Organiser alone has the right to sell visibility (marketing materials, posters, advertising space, etc.) on or relating to the Trade Show and to determine the conditions under which this is possible.

The Organiser thus determines:

- the communication tools that it intends to make available for the Trade Show, the display methods, the conditions for using all sound, light, or audiovisual processes, as well as the conditions under which any promotional activity, presentation, or opinion poll may be organised at the Trade Show.
- the conditions under which filming or sound recording is authorised at the Trade Show. The Organiser may make its authorisation conditional upon the Exhibitor signing a transfer of rights to it for promoting the Trade Show.

Authorisation must also be requested before any communication directly or indirectly relating to the Trade Show.

Any advertisement or activity that violates the above may be removed or interrupted by the Organiser by any means at any time and without prior notification. This will incur the Exhibitor's liability.

5.2 Advertising Inserts Sold by the Organiser to the Advertiser

When the Participation Contract includes visibility in the Trade Show's communication tools, the Advertiser agrees to the following commitments concerning them:

- providing the documents or templates necessary for the printing and/or placing its advertising message online for the scheduled dates. Any technical costs incurred will be borne by them.
- complying with the Organiser's instructions set out in its commercial documents concerning the supply of technical elements (e.g. format of advertising banners).

In the event that the Organiser's communications department monitors the production of the advertisement, a proof may be presented to the Advertiser who must return it, indicating any changes. Failure to submit the proof by the deadline implies tacit acceptance. If the dates for submitting the technical elements are not complied with, an advertisement containing the Advertiser's company name and contact details will be produced at the Advertiser's expense.

The prices included in the Participation Contract concerning the communication tools do not include the technical costs such as the possible creation and production costs of the inserts.

If the request for an advertising insert is made by an agent, it agrees jointly with the Advertiser, particularly with regard to payment in full for the ad. The agent must act under the auspices of a notification by the Advertiser which must specify the scope and duration of its mandate.

The Organiser is free to refuse the insertion of an advertisement in accordance with press and publication practice, without having to justify its refusal.

The text and illustrations of an advertisement (photos, videos, webinars, etc.) and in particular the brands, visuals and names, are published under the Advertiser's sole responsibility. Where applicable, the Advertiser is responsible for obtaining all the necessary authorisations and for paying all related fees and/or charges. In particular, any reproduction and representation rights for photographic documents and videos are the Advertiser's sole responsibility.

The Advertiser warrants that the names, logos and, more generally, all content communicated by it for publication in the communication tools do not infringe the rights of third parties under any circumstances and that it has obtained from them all the rights and/or authorisations necessary for their publication in the communication tools.

The Advertiser warrants to the Organiser that the contents of its advertisements do not violate any applicable regulations or professional codes of conduct, and that they do not contain any defamatory or otherwise harmful messages.

The Advertiser releases the Organiser, the publisher, the printer, or any third party from any civil or criminal liability they may incur as a result of the advertisements they have placed at their request. They guarantee them against any recourse by a third party concerning the content of these advertisements. The Advertiser therefore agrees to defend the Organiser, the publisher, the printer, or any third party at their own expense in the event that the latter should be sued or have a claim made against them in relation to the content, data, information, messages, etc. of the advertisements, and to pay the compensation due for any damage suffered.

Any error in an advertisement made by the Organiser, the publisher, the printer, or a third party shall not lead to its cancellation. The correction will be made as far as possible in the following catalogue or advertising products.

No complaint will be accepted unless it is made in writing within 8 days of the insert date or the date of publication.

Any delay, suspension, or cancellation in publishing the advertisement beyond the Organiser's control may not be grounds for refusal of payment, even partial, by the Advertiser, nor may it entitle the Advertiser to a new advertisement at the Organiser's expense or to compensation in any form whatsoever.

The Organiser cannot be held liable for accidental or deliberate damage caused to the Advertiser by third parties due to or by their connection to the internet.

The Advertiser waives all claims against the Organiser or any third party for any loss, destruction, damage, or injury resulting from the suspension or disruption of the publishing of the Advertisement, caused directly or indirectly, consisting of or arising from the failure of any computer, data processing equipment, multimedia microcircuit, operating system, microprocessor (computer chip), integrated circuit, or similar component, or any software, whether or not owned by the Organiser.

5.3 Specific Provisions for the Catalogue

When there is a Trade Show catalogue, the Organiser shall be the sole owner of the publication and sales rights of this catalogue, as well as the rights relating to the advertising contained in it. It may grant all or part of these rights.

The items necessary for drafting and publishing the catalogue, in its paper and electronic form, are filled in by the Exhibitors on the Platform as described below, under their sole responsibility. The Organiser cannot be held liable for any omissions or errors in reproduction, composition, or otherwise which may occur.

Exhibitors authorise the Organiser to publish the information provided on the Platform in the official catalogue and/or in any other media relating to the Trade Show (visitor guides, wall plans, etc.) in electronic and printed form.

The Exhibitor guarantees that the names, logos and, more generally, all content provided by them to be published on the Trade Show website or in the official catalogue or other directory (visitor guides, wall plans, etc.) do not infringe the intellectual property rights of a third party and are not defamatory, obscene, indecent, blasphemous, or unlawful in nature, violating the rights of third parties, public order, or morality.

The Exhibitor agrees to indemnify the Organiser and bear all damages, loss of profits, loss of reputation, claims, costs and expenses suffered or incurred by the Organiser due to a breach of the above warranty. The Organiser reserves the right to modify, delete, or group entries whenever it deems useful, especially when the advertising is unrelated to the purpose of the Trade Show as defined in the Participation Contract, as well as to refuse or modify the texts of paid advertisements which might be detrimental to the other participants.

5.4 Sponsoring

Some of the Organiser's events may be sponsored by a Sponsor in accordance with the terms and conditions set out in the Participation Contract which specifies the characteristics of the event. Unless otherwise specified, these sponsorships are non-exclusive.

In the event that several Sponsors sponsor the same event, their promotion is ensured by the Organiser in proportion to their contribution. The Organiser reserves the right, at its sole discretion, to change the features of the event or to ask the Sponsors to change the items to be disseminated, especially due to legal requirements and/or the general organisation of the event and/or, more generally, in the interest of all participants. The Organiser will make every effort to give prior notice to the participants involved, except in cases of compelling necessity, when it will be exempted.

ARTICLE 6 - ONLINE PLATFORMS - DIGITAL TRADE SHOW

6.1 The Organiser may make an online Platform available to Exhibitors, Sponsors, Advertisers, Visitors, Speakers, and Journalists (the "Participants"), under the terms and conditions set out in its Special Conditions (the "Platform").

The purpose of the Platform may be:

- (i) to facilitate the participants' registration and to enable them to prepare for the Trade Show and plan their business meetings during it, the Organiser may, on their behalf, pre-fill in the Platform with their personal data that it has from the Participation Contracts.
- (ii) to provide a digital networking space for participants to meet each other.
- (iii) to provide a digital presentation page for Exhibitors.
- (iv) to allow the organisation of digital events for exhibitors and/or sponsors.
- (v) to broadcast content (advertising, banners, videos).

Once connected to the Platform, it is the participant's responsibility to complete their own directory in order to benefit from the features offered by this online tool. The processing of the data in question is governed by article 15 "Personal Data Protection et lead retrieval" clause. The Organiser declines all liability if a participant does not receive any messages or requests for meetings from other participants via the Platform. The use of the Platform will be under the participant's sole responsibility and they agree to comply with the Platform's terms of use.

The Organiser shall not be liable for any direct, indirect, incidental, special, consequential damages, including, but not limited to, loss of profits, know-how, data, resulting from, inter alia, (i) the use of or inability to use the Platform; (ii) unauthorised access to or alteration of the participant's transmissions or data; (iii) statements or conduct of the participant, other participants, and/or third parties as part of access to or using the services.

The Organiser does not guarantee the uninterrupted functioning of the Platform or the availability of error-free information, and makes no representations or warranties regarding the Platform's content, especially with regard to data directly or indirectly uploaded by participants.

The Organiser accepts no responsibility for any failure or delay due to matters beyond its control. The Organiser shall not be liable for any damages resulting from the use or inability to use the services and products offered on the Platform or from the performance of the services and products on the Platform.

6.2 Liability of Organiser with respect to Customer Content

When the services offered by the Organiser consist of providing Customers with spaces on an online Platform allowing them in particular to communicate about their products, broadcast podcasts, videos, announcements, etc., the Organiser only endorses a content host's responsibility with regard to content posted online by Customers or made accessible by them, in particular through hypertext links.

In the event of a claim or complaint by a third party relating to the legality of any Content (notably for copyright infringement), the Organiser reserves the right to remove the said Content and immediately suspend the Customer's access to the Platform and/or immediately terminate its access to the services of the Platform, as of right and without prior formalities. The Organiser reserves the right to remove, at its discretion, any Content brought to its attention that it deems illicit, likely to harm its reputation or, more generally, not compliant with the Participation Contract.

ARTICLE 7 - BADGE READER – LEAD RETRIEVAL

Some Trade Shows offer the reservation of badge readers and/or smartphones equipped with a badge reader app (hereinafter referred to as "readers") for a fee. These readers are tested by the reader supplier before being made available to the Exhibitor and are deemed to be delivered to the Exhibitor in good working order. The Exhibitor is responsible for properly using the badge reader during the Trade Show (i) in order to allow for the proper saving of data and (ii) for returning the reader to its supplier in good working order at the end of the Trade Show. The Organiser declines all responsibility in the event the reader is improperly handled by the Exhibitor.

The use of the badge reader application on several Smartphones is invoiced according to the number of Smartphones used.

The readers must be used by the Exhibitor to scan visitor's and participant's badges when visiting their exhibition space. The Exhibitor thus collects data (name, company, and contact information) that they can use for promoting their products or services. Therefore, the Exhibitor is responsible for processing personal data and agrees to comply with all the obligations associated with this role pursuant to current regulations.

ARTICLE 8 – WITHDRAWAL – RESPONSIBILITY

In the event of withdrawal or failure to occupy the Exhibition Space, in the event of cancellation of the Exhibition Space equipment and various options, as well as in the event of cancellation of an advertising insert order by the Exhibitor, Sponsor, or Advertiser, for any reason whatsoever, the amounts paid and/or remaining due in part or in full under the Participation Contract shall be forfeited to the Organiser, even if another Exhibitor, Sponsor, or Advertiser uses the Exhibition and/or Advertising Space.

If an Exhibitor does not occupy their Exhibition Space for any reason whatsoever 24 hours before the Trade Show begins, they shall be deemed to have withdrawn.

The Organiser may freely use the Exhibition Space of the Exhibitor that has withdrawn as well as its advertising spaces without the latter being able to claim any reimbursement or compensation and may remove any visual relating to the products of the Exhibitor that has withdrawn.

This article does not apply to international Exhibitors who do not have representation in France and who are prohibited from entering French national territory on the date of the Trade Show due to a French regulatory provision or that of their country of residence, issued as part of the effort to combat the spread of Covid-19.

In this case, the Exhibitor will be refunded the amount of the deposit paid (minus the amount corresponding to the Registration Pack).

ARTICLE 9 – PARTICIPATION FEE

9.1 Price for the Organisation Service

The price for the organisation service and associated services is determined by the Organiser who may revise it in the event of changes in tax regulations.

9.2 Payment Terms

Payment of the amounts due under the Participation Contract and related costs shall be made at the times and in the manner determined by the Organiser.

For any late Participation Contract, the first payment shall be equal to the amounts already due on the date of said Contract.

The same applies to Exhibitors on the waiting list who are allocated an exhibition space after the deadline.

If no payment term is specified in the special conditions, the participation fee shall be due 30 days after the invoice date.

9.3 Failure to Pay

The fact that an Exhibitor, a Sponsor, or an Advertiser does not comply with the payment deadlines and methods referred to in the previous article, authorises the Organiser to apply the stipulations of Article 8 "Withdrawal".

In addition, any late payment will result in the application of late payment interest at the **€STR** rate plus 5 points, which will be due automatically and will be calculated on the abovementioned amount from the date on which the payment should have been made until the actual date of payment. The Exhibitor, Sponsor, or Advertiser who is in arrears will be liable, ipso jure, to pay a fixed penalty for collection costs of 40 euros. In cases where the collection costs incurred are higher than 40 euros, the Organiser may ask the Exhibitor, Sponsor, or Advertiser who is in arrears to pay an additional fee, upon presentation of proof.

ARTICLE 10 – INSURANCE

10.1. The Organiser's Civil Liability Insurance

The Organiser shall take out an insurance policy to cover the financial consequences of its civil liability as an organiser. Exhibitors may request the Organiser send them a certificate of liability insurance.

10.2. The Exhibitor's Civil Liability Insurance

The Exhibitor is required to take out an insurance policy covering the financial consequences of its civil liability as an exhibitor and, in particular, the liabilities that it may incur with regard to any third party, including the companies owning and managing the venue where the Trade Show takes place, throughout the duration of the Trade Show (including assembly and dismantling). This insurance policy must be taken out with a reputable company and cover the Exhibitor for sufficient amounts. The Exhibitor agrees to provide the Organiser with this policy upon first request.

10.3 - Exhibitors' Comprehensive Insurance

This comprehensive insurance covers casual loss or damage to goods belonging to an exhibitor or goods under his or her responsibility. The coverage shall take effect from the moment said items are deposited at the exhibition space of the exhibitor. The coverage shall be terminated from the moment said items leave the exhibition space at the end of the event.

The following are covered, within the coverage limit of €15,000 (unless otherwise provided in the Addendum):

- Items exhibited, display equipment, furniture, and all other goods intended for inclusion within the exhibition space;
- Hired or borrowed property, including the exhibition space or the exhibition module supplied by the exhibition organisers,
- Audiovisual material and plasma/LCD screens.

The Exhibitor has the possibility, by contacting the insurer, to take out an optional additional guarantee up to €1,000,000

The limits and details of the basic guarantees and optional additional guarantees can be consulted in the Exhibitor page online and at the following link:

RX shows:

[BIA RX 15K€ 2023 | RX \(rxglobal.fr\)](#)

<https://rxglobal.fr/sites/default/files/2023-10/BIA%20RX%2015K%E2%82%AC%202023.pdf>

YACHTING FESTIVAL – PARIS PHOTO:

[BIA RX – €7,500 | RX \(rxglobal.fr\)](#)

https://rxglobal.fr/sites/default/files/2023-10/BIA%20RX%20-%207500%E2%82%AC%20-%202023_0.pdf

10.4 - Coverage claim procedure

Any claim must be notified in writing to the organiser.

All claims must be moreover notified to the insurance company, on the standard forms which are available to the exhibitor :

[AVIS SINISTRE RX FRANCE FR-UK | RX \(rxglobal.fr\)](#)

<https://rxglobal.fr/sites/default/files/2023-10/AVIS%20SINISTRE%20RX%20FRANCE%20FR-UK.pdf>

The notification must be made within twenty-four hours in the case of a theft or within five days in the other cases, stating the circumstances of the claim and the approximate total sum of the loss, failing which the insured party loses its right to claim from the insurer.

All thefts must be notified by the exhibitor to the police department having territorial jurisdiction over the exhibition premises. The statement to the police must be attached to the claim.

To obtain payment in compensation, the exhibitor must produce detailed inventories indicating the values of the equipment exhibited and the exhibition space equipment (fittings, decoration, lighting, etc.).

10.5 Insurance and waivers of recourses.

With the exception of criminal intent on the part of the lessor of the premises on which the show is held, the exhibitor shall waive any recourse against the lessor and its insurers for:

- any material damage caused to the exhibitor as a result of fire, explosion, electrical damage, or water damage for which the lessor is liable,
- as well as for any consequential and/or non-consequential non-material damage, and particularly operating losses, suffered by the exhibitor and for which the lessor is liable, irrespective of the cause thereof.

The exhibitor irrevocably agrees that the insurance policies that it takes out include an identical waiver of recourse by its insurers.

Furthermore, the exhibitor and its insurance company waive rights of recourse against RX FRANCE, its insurance company, any other exhibitor, and any company acting in their name, due to any physical, material and/or immaterial, direct or non-direct, fire, explosion or water damage, or "business loss".

The Exhibitor declares and understands the insurance policy taken out by RX France and declare to waive, with its insurance company, all claims against the venue managing company, venue's owner, and their insurance companies as well as against RX France, its insurance company, other exhibitors and against anyone acting on behalf of the aforementioned persons, as a result of bodily, material and/or immaterial damage.

ARTICLE 11 - CUSTOMS

Each Exhibitor shall be responsible for fulfilling the customs formalities for materials and products coming from abroad. The Organiser cannot be held liable for any difficulties that may arise during these formalities.

ARTICLE 12 - INTELLECTUAL PROPERTY

The Exhibitor, Sponsor, or Advertiser warrants to the Organiser that it owns or has obtained from the owners of the intellectual property rights to the goods,

creations, brands, or advertising media that it exhibits at the Trade Show and/or that it reproduces and/or represents in the communication tools of the Trade Show, all the necessary rights and/or authorisations. The Organiser does not assume any liability in this respect.

The Organiser shall have the right to exclude Exhibitors, Sponsors, or Advertisers who have been convicted of intellectual property offences, especially for counterfeiting.

The Exhibitor, Sponsor, or Advertiser authorises the Organiser to reproduce and represent, free of charge and in any territory, the goods, creations, and brands that it exhibits, and/or that it reproduces and/or represents, in the Trade Show's communication tools (internet, exhibition catalogue, invitation cards, visitors' map, promotional video, etc.), as well as, more generally, in all media intended for promoting the Trade Show (photo of the Trade Show to be published in the traditional media or on the internet, television programmes produced on/at the Trade Show, without this list being restrictive).

The Exhibitor, Sponsor, or Advertiser warrants to the Organiser that it has obtained all necessary rights and/or authorisations for the aforementioned uses from the holders of intellectual property rights on the goods, creations, brand, and others (plan, concepts, services, etc.) that it exhibits, and/or that it reproduces and/or represents.

The Exhibitor, Advertiser, or Sponsor authorises the Organiser, from the date the Participation Contract is signed to use its company name, trade name, and/or trademarks and logos or any other intangible item or right (hereinafter the "Brands") for promoting the Organiser's trade shows (especially via reproduction on the Show's websites and social media accounts and dissemination by any means) for a period of 10 (ten) years in the countries in which the Organiser operates.

The Exhibitor, Advertiser, or Sponsor shall hold the Organiser harmless from any disruption, legal action, claim, opposition, and third party demand or attempt to evict in relation to the Brands.

ARTICLE 13 - FILMING (SOUND AND VIDEO)

Exhibitors, Advertisers, or Sponsors who have not obtained accreditation from the Organiser for taking photographs and/or making audio and video recordings may be forbidden by the Organiser to do so. Only photographers and cameramen who have obtained written authorisation from the Organiser in this respect shall be allowed to operate within the Trade Show. A copy of their photo proofs and/or audio and video recordings must be made available to the Organiser upon first request.

Unless the Exhibitor, Sponsor, or its representatives expressly object in advance, they authorise the Organiser and its partners, free of charge, to photograph, film and/or record their voice and image, to photograph their stands or certain objects at their stands, to disseminate these photos, videos and/or recordings to third parties and to communicate them worldwide to the public, which may be represented (in particular for live or delayed broadcast), reproduced, without limitation of the number of reproductions, and published, worldwide, for a period of five (5) years, in any format, by any method and process known or unknown to date, in whole or in part, on all tangible or intangible media known or unknown to date, especially the internet (the Organiser's and its partners' websites and social media) and on any other promotional or marketing tool that they may use for informational or promotional purposes.

ARTICLE 14 - COLLECTIVE MANAGEMENT COMPANIES

The Exhibitor shall deal directly with the management companies for the collection and distribution of rights (SACEM, etc.) if they use music or other elements (photographs, digital content, works of art, etc.) in any way whatsoever inside the Trade Show venue or in the Show's communication tools. The Organiser declines all responsibility in this respect. The Organiser may ask the Exhibitor to produce the relevant supporting documents at any time.

ARTICLE 15 - PERSONAL DATA PROTECTION AND LEAD RETRIEVAL

The terms of the RX Data Processing Addendum at <https://legal.rxglobal.com> apply to the "processing" of "personal data" (as those terms are defined therein) that either Party receives from the other under the Participation Contract.

The personal data provided by the Customer to the Organiser is necessary for the performance, administration, management, and monitoring of the Participation Contract. The persons mentioned in the Participation Contract and subsequent exchanges may be contacted by the Organiser, the venue manager, and their subcontractors ("Permitted Contacts") to facilitate the Customer's participation in the Trade Show and the marketing of all products and services relating thereto. The Exhibitor acknowledges that the Organiser processes personal data subject to the RX Privacy Policy at <https://privacy.rxglobal.com>. The Customer and its representatives may be contacted by the Permitted Contacts for the purposes of facilitating the participation of the Customer in connection with the Exhibition, which may also include entry of the Customer on the Exhibition website and/or Platform, and in any associated directory, arranging introductions to or appointments with certain Exhibition contacts, and appropriate marketing of related services and products.

All personal data collected by the Customer through Organiser-supplied lead retrieval systems shall be processed by the Customer in accordance with the data sharing terms of the attendee admission policy, the lead retrieval system license agreement and the privacy terms of this Agreement.

ARTICLE 16 - UNFAIR COMPETITION AND PARASITICAL BUSINESS PRACTICES

The Exhibitor, Sponsor, or Advertiser is strictly forbidden from engaging in activities outside the Trade Show grounds, its immediate surroundings, or in any other exhibition area determined by the Organiser, especially in places such as hotels or other premises outside the Trade Show, which are identical or similar to those carried out within the Trade Show grounds during the duration of the Trade Show and two days before and after it. Consequently and in particular, it agrees not to directly or indirectly attract any other participant of the Trade Show outside of all exhibition areas, in order to present any of its products and/or services as part of the purpose of the Trade Show itself.

The Organiser reserves the right to have the violation of this stipulation established by any sworn official, to charge the costs resulting from it to the offender concerned, and to take any legal action enabling them to enforce their rights.

ARTICLE 17 - SECURITY

The Exhibitor is required to comply with the security measures imposed by venue's owners or administrator, the administrative or judicial authorities, as well as any security measures taken by the Organiser, and to allow their verification.

Surveillance, which is the Exhibitor's exclusive responsibility, is done under the Organiser's supervision. The Organiser's decisions concerning how the safety regulations are to be applied are to be implemented immediately.

The Organiser reserves the right to deny entry to or expel any person, visitor, or Exhibitor whose presence or behaviour might jeopardise the safety, tranquillity, or image of the Trade Show and/or the physical integrity of the site.

The Exhibitor agrees to comply with all operating constraints and health and safety standards in effect at the Trade Show Centre, especially the Safety Specifications, the Exhibitor technical guide, and the Internal Regulations for the duration of the Trade Show, which the Organiser will make available to them on the website.

ARTICLE 18 - ENFORCING THE RULES

Any violation of these rules and of the Participation Contract and, where applicable, of the special and/or internal regulations issued by the Organiser, may result in the offending Exhibitor, Co-Exhibitor, Exhibitor's Representative, subsidiary company or sub-participant being removed from the Show, with no formal notice being necessary and with the police's assistance, if needed. This particularly applies to a failure to comply with the layout, safety rules, failure to occupy the Exhibition Space, the presentation of products that do not comply with those listed in the Participation Contract, and takeaway sales.

Compensation shall then be due by the offender (Exhibitor, Sponsor, or Advertiser) for damages caused to the Trade Show. This compensation is at least equal to

the amount of the participation fee, which is kept by the Organiser, without prejudice to any additional damages that may be claimed. The Exhibitor grants the Organiser the right to keep the exhibited items and the furniture and decorative elements belonging to it as collateral.

Any problems in interpreting these General Rules in their English version shall be resolved by referring to the meaning of the General Rules in their French version.

ARTICLE 19 - AMENDMENTS TO THE RULES / SEVERABILITY

The Organiser reserves the right to decide on all situations not provided for in these rules and to introduce new provisions whenever it deems necessary for the Trade Show to run smoothly. The updated rules are available hereafter: <https://rxglobal.fr/en/general-rules-trade-shows-organised-rx-france>
If any provision of these Rules becomes invalid for any reason whatsoever, this shall not affect the remaining provisions. In such a case, the Parties agree to negotiate in good faith a provision having an equivalent effect wherever possible.

ARTICLE 20 – LIMITATION OF LIABILITY

The liability that the Organiser may incur, either as a result of its own actions, even those of an employee, or as a result of a third party's actions, regardless of the cause, is limited to €15,000 (fifteen thousand euros) plus a sum equivalent to the amount of the Exhibitor's, Sponsor's, or Advertiser's participation, for all types of damage, excluding indirect damage.

The participation fee as referred to above is understood to be, definitively, the amount excluding taxes appearing on the Participation Contract signed by the Exhibitor, Sponsor, or Advertiser, regardless of any subsequent circumstances, such as revising or cancelling the contract.

Furthermore, the Organiser's liability can only be incurred for direct damage for which it is directly responsible, without any joint and several liability with third parties having contributed to the damage. In all circumstances, the Exhibitor, Sponsor, or Advertiser may not hold the Organiser liable for any loss of turnover, clientèle, or loss of opportunity on these grounds, which are outside the contractual scope.

In the event that the Exhibitor receives compensation from the insurance policy referred to in Article 10, this compensation shall reduce any amount owed by the Organiser to the Exhibitor by the same amount. If an amount has already been paid by the Organiser to the Exhibitor, that compensation shall be repaid by the Exhibitor to the Organiser in the same amount.

The Organiser shall not be held liable for enforcing the stipulations of these general rules.

This clause shall also apply in the event that the agreement is terminated.

ARTICLE 21 - ECONOMIC AND TRADE SANCTIONS AND EXPORT CONTROLS

The Organiser and the Exhibitor, Sponsor, or Advertiser must at all times, throughout the duration of the Participation Contract, comply with the applicable laws and economic sanctions with regard to their obligations in the performance of this agreement, in particular:

- (i) economic and trade sanctions and export controls (including, but not limited to, those imposed by the United States, the European Union, the United Kingdom, and the United Nations); and
- (ii) applicable anti-corruption and related laws.

To this end, neither Party shall negotiate on behalf of the other Party or cause the other Party to deal directly or indirectly with any person subject to an economic sanction applicable and/or enforced by the United States, the European Union, the United Kingdom, or the United Nations, as well as any country, region, or place which is completely embargoed or with which the other Party is prohibited from engaging in transactions. Each party has the right to terminate the Participation Contract and any order without notice and without liability in the event of a breach of the provisions of this article.

ARTICLE 22 - DIGITAL SIGNATURE

Pursuant to Article 1368 of the French Civil Code, the parties may contractually define the rules of validity and admissibility of evidence in the event of a dispute.

The Parties hereby acknowledge that:

- (i) this Contract, if digitally signed, constitutes an original document admitted as evidence which is fully valid.
- (ii) all connection data associated with the digital signature process, as well as emails or SMS messages sent or received in this context, are proof of the parties' agreement to the participation contract.

ARTICLE 23 – DISPUTES - STATUTE OF LIMITATION

In the event of a dispute or disagreement, regardless of the subject matter, the Exhibitor, Sponsor, or Advertiser agrees to submit its complaint to the Organiser by registered letter or email with acknowledgement of receipt, before any legal proceedings. Any legal proceedings filed before 15 days have elapsed after receipt of this notification shall be inadmissible. The parties expressly waive their right to avail themselves of the provisions set out in Article 1195 of the French Civil Code relating to unforeseen circumstances and Article 1223 of the French Civil Code relating to reducing the price in the event of incomplete performance. In accordance with Article 2254 of the French Civil Code, the parties agree to set a statute of limitation of one year (1 year) on the rights and legal actions relating to the liability that the Organiser may incur as a result of its own actions, those of an employee, or a third party, regardless of the cause.

This statute shall commence on the day after the last day of the Trade Show.

THE RELATIONS BETWEEN THE EXHIBITOR, ADVERTISER, OR SPONSOR AND THE ORGANIZER ARE FULLY AND EXCLUSIVELY GOVERNED BY FRENCH LAW. IN THE EVENT OF A DISPUTE, THE NANTERRE COMMERCIAL COURT SHALL HAVE SOLE JURISDICTION.