

## <u>GENERAL</u>

#### **IMPORTANT: COVID-19**

As also mentioned in article 6; In case of not being able to travel to the event due to a restriction imposed by COVID-19, TRAVel Media will cancel the participation in the event and no further costs will be owed to TRAVel Media. When the event moves due to COVID-19 restrictions, a new suitable date will be looked at. If this date is not suitable, an alternative use of the budget or possibly crediting / repayment will be considered.

## **Article 1 Definitions**

In these General Terms and Conditions, the terms used have the following meaning, unless other written agreements are made about this.

- 1. **General Terms and Conditions**: these general terms and conditions which form an inseparable part and apply to all participation agreements between TRAVel Media and the participant with regard to the participant package and any additional products and services of TRAVel Media. Deviation from the general terms and conditions is only possible if this has been explicitly confirmed in writing by TRAVel Media. The applicability of any general terms and conditions used by the participant is explicitly excluded.
- 2. **TRAVel Media**: TRAVel Media BV and / or one of its subsidiaries, as (co-) organizer of an event, as well as possibly the (legal) person in collaboration with which the event is organized and their authorized representatives.
- 3. **Participant**: the natural or legal person who concludes a participation agreement with TRAVel Media.
- 4. **Accommodation lessor**: the natural or legal person who rents out the space where the event is held to TRAVel Media.
- 5. **Event accommodation**: the space where the event takes place, as made available by the accommodation lessor.
- 6. **Quotation**: the provisional reservation of a specific stand drawn up in writing by TRAVel Media. TRAVel Media is entitled, as long as no participation agreement has been concluded with the participant, to withdraw the quotation at any time.
- 7. **Confirmation of participation**: the confirmation drawn up by TRAVel Media, which TRAVel Media sends following the payment received.



- 8. **Registration form:** the document with which the participant indicates that he / she wishes to participate in the event and declares that he / she has taken note of and agrees with the applicability of these general terms and conditions. TRAVel Media reserves the right to reject the registration on the basis of over-subscribing, special reasons such as the fear of disturbance of the order, or if necessary without stating reasons.
- 9. **Participation agreement**: the agreement between TRAVel Media and the participant that arises by a) completing the participation form on the website, b) payment of the invoice within the set term or c) sending a confirmation by e-mail.
- 10. **Event**: the event, exhibition, manifestation or event for which the participation agreement has been concluded.
- 11. **Articles**: the articles that are shown by the participant at the event and / or services that are provided by him.
- 12. **Stand**: the exhibition area, expressed in square meters, made available to the participant, the location, size and type of which are indicated by TRAVel Media.
- 13. **Participation costs**: all costs owed by the participant to TRAVel Media in connection with his participation.

## **Article 2 The participation agreement**

- 1. The participation agreement means that TRAVel Media, against payment of the participation costs, makes a certain stand available to the participant for the period of the event in question.
- 2. These General Terms and Conditions are an integral part of the participation agreement.
- 3. If the participation agreement is concluded with regard to several stands, for example in a "street", the provisions of these General Terms and Conditions apply to each individual stand.
- 4. By the participant on the binding registration form or on wishes indicated to TRAVel Media, changes and additions made himself, and other (from these General Terms and Conditions) deviating or additional agreements only form part of the participation agreement if TRAVel Media confirmed.
- 5. The participant is fully responsible and liable for the fulfillment of all obligations resulting from entering into the participation agreement.
- 6. The participant declares to accept all consequences of the registration that arise from completing the registration form and payment of the invoice, even if the



registration form or payment has been completed by a person who is not authorized to draw.

- 7. After completing the registration form and before paying the invoice in accordance with Article 1 paragraph 8, in these General Terms and Conditions the term "participation agreement" should be read "binding registration form" and "participant" / "registrant".
- 8. If a term has been set by TRAVel Media for paying the invoice, the date of receipt of the amount by TRAVel Media must be used to determine whether a timely response has been made.
- 9. After confirmation by e-mail, verbal or the invoice paid by the participant, the participant can only cancel his registration in one of the cases referred to in article 6.
- 10. The participant cannot rely on the fact that his registration has been verbally requested.
- 11. The participant is not entitled to transfer his registration to a third party.
- 12. Without prejudice to the provisions of article 20 paragraph 1, these General Terms and Conditions only apply to the legal relationship between TRAVel Media and the participant. Unless otherwise specified, third parties, including fellow participants, cannot derive any rights from these General Terms and Conditions.

# Article 3 Dates, times and event accommodation

- 1. TRAVel Media determines the dates on which and the event accommodation in which the event will be held, as well as the times for set-up, holding of the event and dismantling.
- 2. If, in the opinion of TRAVel Media, special circumstances justify this, TRAVel Media can change the dates, times and / or event accommodation set for the event, or decide not to allow an event to take place.
- 3. The special circumstances referred to in the previous paragraph include market conditions and all other circumstances that, after weighing up interests, may endanger the success of the event in the opinion of TRAVel Media.
- 4. In the event of changes to the established dates, times and / or event accommodation, the participation agreement remains in full force.



5. Under no circumstances can the participant claim any compensation from TRAVel Media for costs incurred or damage suffered in connection with a decision as described in paragraph 2 of this article.

## **Article 4 Classification**

- 1. During the agreed period, the participant is entitled to the stand space as determined by TRAVel Media in the confirmation of participation. The location, surface and type of the stand space determined by TRAVel Media are binding.
- 2. When determining the location of the stand space as referred to in paragraph 2, TRAVel Media will take into account any wishes expressed by the participant as much as possible.
- 3. On the basis of special circumstances, TRAVel Media is entitled at all times before the start of the event to revise the layout of the event and thereby change the stand space allocated to the participant or change or regroup groups.
- 4. Cancellation by the participant as a result of the provisions of this article is only possible in one of the cases referred to in article 6.

## **Article 5 Payment**

- 1. Payment of the participation costs and all other payments must be made within 30 days after the invoice date, unless a different due date is indicated on the invoice.
- 2. TRAVel Media has the right to invoice as soon as the registration has been received. The final invoice can be preceded by a pro forma invoice.
- 3. The participant is liable for all costs owed to TRAVel Media that are in any way related to his participation, regardless of whether these costs were incurred by the participant himself or by third parties acting on its behalf.
- 4. Even if a different billing address is specified, the participant remains jointly and severally liable towards TRAVel Media for the payment of all costs related to his participation.
- 5. TRAVel Media is entitled to first deduct payments made in respect of a participation from outstanding claims from previous participation at the expense of the participant.
- 6. If the participant has not (fully) paid the participation costs or any other amount owed to TRAVel Media before the start of the build-up of the event, TRAVel Media is entitled to deny the participant access to the (set-up of) the event and / or to consider the participation agreement as terminated with immediate effect. In such a case, the



participant remains obliged to pay the full participation costs, as well as all other costs owed to TRAVel Media, without being able to claim compensation for costs incurred and / or damage suffered in any sense whatsoever, with regard to the denial. of access to the event and / or termination of the participation agreement.

## **Article 6 Cancellation and dissolution**

In addition to the grounds as referred to in paragraphs 2 to 5 of this article, the participant can only cancel his registration by verbal confirmation or confirmation by e-mail or by completing the online registration form of the relevant event in the following manner:

- In writing within 14 days of the invoice date. Registration is possible again at the then current participation price.
- After payment of the participation, there will be no refund in case of cancellation.

Invoicing will take place 50% / 50%, the first invoice at 10 weeks before the event and the second invoice at 4 weeks before the event. By "commencement of the event" is understood the first build-up day of the event. Cancellation must be made by e-mail, telephone or letter. In case of not being able to travel to the event due to a restriction imposed by COVID-19, TRAVel Media will cancel the participation in the event and no further costs will be owed to TRAVel Media. When the event moves due to COVID-19 restrictions, a new suitable date will be looked at. If this date is not suitable, an alternative use of the budget or possibly crediting / repayment will be considered.

- 1. In the event that a suspension of payments or bankruptcy is applied for with regard to the participant at any time after the conclusion of the participation agreement, the participation agreement can be dissolved by the mere commencement of the aforementioned application by TRAVel Media and the participant remains. the full participation costs, as well as the other costs incurred in connection with its participation by or through TRAVel Media at its request, without prejudice to TRAVel Media's right to claim costs, damage and interest.
- 2. In the event that at any time after the conclusion of the participation agreement TRAVel Media has valid reasons to fear that participation in the event by the participant could cause damage to TRAVel Media, the event or other participants in any way, TRAVel has Media has the right to terminate the participation agreement with immediate effect. The participant will then continue to owe the full participation costs as well as the other costs incurred by or through TRAVel Media in connection with his participation at his request, without prejudice to TRAVel Media's right to claim costs, damage and interest.
- 3. The provisions of paragraph 8 of Article 2 apply to the determination of the terms referred to in this article.



4. Cancellation or dissolution on the basis of this article can never give rise to compensation by TRAVel Media for any costs incurred or damage suffered by the participant.

## **Article 7 Additional products and services**

- 1. TRAVel Media can offer additional products and services for the event, whether or not against payment by the participant. These can include an LCD screen, advertising services or the organization of various activities.
- 2. These General Terms and Conditions apply mutatis mutandis to all additional products and services supplied by or on behalf of TRAVel Media. If third parties are engaged for this, the terms of delivery of these third parties do not apply, unless otherwise specified.
- 3. If and insofar as applicable, TRAVel Media determines the way in which advertising statements are edited and reserves the right, if necessary, to shorten the details of the participant or to deviate from the statement of the participant in any other way, if necessary without statement of reasons.
- 4. If the participant mentions articles and / or services offered by him in his advertising communications, he can only specify those articles and / or services that fall within his delivery program as well as in the opinion of TRAVel Media belong to the exhibition program of the relevant event.
- 5. All data generated by the use of the services of TRAVel Media or third parties selected by it for the benefit of the participant or data generated by the participant as a result of the participant's use of these services may be used by TRAVel Media. If these data are personal data within the meaning of the Personal Data Protection Act, the parties indemnify each other against all claims that may be made against one of the parties due to violation of statutory retention periods for personal data or violation of the provisions under or pursuant to laws and regulations. regarding the protection of personal data as a result of the use of personal data by the other party. Parties will comply with all applicable laws and regulations regarding the protection of personal data.

#### THE EVENT

### **Article 8 Layout of the stand**

1. The participant is obliged to set up his stand during the days and times indicated for that purpose, with due observance of the relevant provisions of the accommodation lessor.



- 2. The participant is provided with the stand including background cloth, company banner and standing table with two stools, unless stipulated otherwise in the participation agreement.
- 3. When setting up the stand, the participant must comply with the provisions of these General Terms and Conditions, other (safety) regulations issued by TRAVel Media, the regulations issued by the accommodation lessor and government and fire regulations.
- 4. TRAVel Media will indicate the stand by numbering. The participant is not entitled to delete, move or change the numbering.

## **Article 9 Items to be exhibited**

- 1. The participant is obliged to occupy the stand with sufficient staff throughout the entire duration and during opening hours of the event.
- 2. The participant is not entitled to exhibit or otherwise recommend items at the stand other than those stated in the agreement of participation and / or belong to the exhibition program of the event.
- 3. The goods of the participant are and remain for the entire period of the event, including the construction and dismantling period, at his own expense and risk. TRAVel Media excludes any liability with regard to damage to, loss or theft of the participant's goods.
- 4. TRAVel Media refrains from any interference with regard to disputes, including disputes about intellectual property rights, between participants.
- 5. Without prejudice to the provisions of paragraph 4, with a view to the success of the event, the participant is not entitled to exhibit articles or to use a specific name or brand indication, if this infringes the rights of third parties.
- 6. If TRAVel Media requests this, the participant must demonstrate that he is entitled to exhibit the relevant articles or to use the relevant name or brand indication. If it appears from this that the participant is acting contrary to the provisions of the previous paragraph, or if the participant is unable to comply with TRAVel Media's request, TRAVel Media is entitled to have the articles concerned at the expense and risk of the participant. remove it and take all other measures it deems necessary. In that case, the participant cannot claim any compensation from TRAVel Media for costs incurred or damage suffered.
- 7. Other participants cannot derive any rights from TRAVel Media from the provisions of paragraphs 4, 5 and 6.

## **Article 10 Use of the stand**



- 1. The participant is not entitled:
- 1.to hand over the stand in whole or in part to third parties or to use the space or have it used for a purpose other than that described in the participation agreement.
- 2. to make use of the stand in such a way that other participants or visitors experience damage and / or nuisance in the form of noise nuisance, obstruction of entrances or passageways, obstruction of light or view, or nuisance in any other form, a and other at the discretion of TRAVel Media.
- 3. to use open, flowing, spraying and / or atomized water in or near the stand to demonstrate his articles, unless with the express written permission of TRAVel Media and the accommodation lessor. The participant must strictly comply with all relevant instructions.
- 4. to use appliances, appliances, stoves, fireplaces and the like with open fire in or near the stand, unless explicitly permitted or made available by TRAVel Media.
- 5. to use dangerous substances and / or goods, including highly flammable substances, gases or chemical pesticides or radioactive goods, or to store them in or near his stand.
- 6. to place or affix your own goods, furniture, signs or advertising material in the broadest sense of the word, outside or above the stand.
- 7. handing out or offering flyers or other advertising material outside the stand.
- 8. make photographic, film or video recordings of objects other than your own stand, which right is reserved exclusively to TRAVel Media.
- 9. To request entrance fees or other compensation from visitors for visiting the stand or attending demonstrations, presentations and the like.
- 10.Develop activities in or around its stand that, in the opinion of TRAVel Media, can be harmful to the event in general, such as activities that can be offensive to certain (groups of) people, activities that violate the law, public order and morality, and activities that could otherwise damage the image of the event.
- 11. to sell any article to a visitor during the event, against simultaneous or nearly simultaneous delivery of the sold good, unless direct sale is customary in view of the nature of the event.
- 12. to conduct a survey among the visitors of the event, unless this is explicitly permitted in writing by TRAVel Media.

## **Article 11 Catering**



- 1. Unless otherwise agreed in writing, the catering during the event is exclusively reserved for the accommodation lessor or a third party engaged by the accommodation lessor.
- 2. The participant is not permitted to sell or provide refreshments and / or stimulants free of charge, unless the accommodation lessor or a third party engaged by the accommodation lessor has granted a written exemption in advance on conditions to be agreed upon. An exception to the foregoing is that the provision of small drinks to visitors of the stand by the participant is permitted. The size of the plateau, on which catering may be offered, is a maximum of 50 cm x 50 cm.

## **Article 12 Permits and exemptions**

The participant is obliged to take care of applying for all events related to his participation necessary permits and exemptions.

## **Article 14 Supply and removal of goods**

The participant is not allowed to supply or remove goods during the opening hours of the event.

The participant is responsible for the transport, arrival and receipt of his or her goods supplied for his participation. TRAVel Media does not receive any goods from the participant, nor is it liable for them in any way.

## **Article 15 Cleaning**

The participant is obliged to ensure that his stand is cleaned during the event. TRAVel Media is responsible for cleaning the other areas, such as the aisles.

## **Article 16 Disposal**

- 1. The participant must ensure the disposal of all his waste in accordance with the regulations set by the accommodation lessor.
- 2. TRAVel Media is entitled to charge the costs of the removal and disposal of waste left behind by the participant.

### **Article 17 Demolition**

1. The participant is obliged to vacate his stand within the time limits set and to deliver it empty and clean, with due observance of what has been determined by the accommodation lessor in this regard.



- 2. The participant is obliged to return the stand to its original state. Any damage to goods of TRAVel Media and / or the accommodation lessor will be borne by the participant.
- 3. Any goods left behind, including waste, will be removed at the expense and risk of the participant.

## **FINAL PROVISIONS**

## **Article 18 Intellectual property rights**

- 1. TRAVel Media is entitled to the intellectual property rights related to the event, including at least the (brand) name, logo (s) and the event image.
- 2. TRAVel Media can grant the participant the right to use the (brand) name, logo (s) and / or the event image for promotional purposes. In that case, the participant will only use these brands and / or images in the manner in which they have been made available by TRAVel Media. The participant is therefore not allowed to use the brands and / or images for purposes other than promoting the event, or to distort them in any way.
- 3. In case of violation of the provisions of paragraph 2, the participant is obliged to stop using the relevant brand or image at the first request of TRAVel Media.

## **Article 19 Other regulations and deviations from the General Terms and Conditions**

- 1. TRAVel Media is entitled to issue additional (safety) regulations in the context of the smooth running of the event.
- 2. The participant is obliged to strictly observe and follow the rules referred to in paragraph 1 and furthermore all regulations and government regulations (including fire regulations) issued by the accommodation lessor.
- 3. In the event of a conflict between these General Terms and Conditions and any other regulation given by TRAVel Media, the accommodation lessor or by the government, the participant must contact TRAVel Media. TRAVel Media will then determine which regulation prevails in the specific case.
- 4. If provisions of these General Terms and Conditions conflict with the conditions attached to the binding registration form, the terms and conditions of the registration form will prevail.



## **Article 20 Liability**

- 1. The provisions of these General Terms and Conditions apply mutatis mutandis to third parties engaged by the participant for his participation, such as stand builders and suppliers, as well as to any co-participants of the participant.
- 2. The participant guarantees to TRAVel Media and the accommodation lessor and remains jointly and severally liable at all times for compliance with the provisions of these General Terms and Conditions and all other regulations, as referred to in Article 19.
- 3. If the participant does not, not timely or not properly comply with any provision of these General Terms and Conditions, or any other provision as referred to in Article 19, TRAVel Media is entitled to take all measures it deems necessary, including but not limited to:
- 1. Denying access to (the construction of) the event;
- 2. to close the stand of the participant and / or to remove certain goods from it and to store, remove and / or destroy certain goods at the expense and risk of the participant;
- 3. deny the participant participation in the following events;

all this without prejudice to the participant's obligation to pay the full participation costs and all other costs due.

- 1. The participant is liable for all direct or indirect damage that TRAVel Media suffers as a result of a shortcoming attributable to the participant, including non-compliance, improper or late compliance with any provision of these General Terms and Conditions and / or to reimburse other regulations as referred to in Article 19. The participant indemnifies TRAVel Media against claims from third parties, including the accommodation lessor.
- 2. The participant must take out adequate insurance with regard to his participation in the event.
- 3. TRAVel Media is not liable for any damage, directly or indirectly suffered by the participant's personnel or visitors including consequential damage, business damage and damage due to theft, destruction or whatever cause unless it can be blamed for intent or gross negligence.
- 4. TRAVel Media is not liable for any damage, directly or indirectly suffered by the participant's personnel or visitors, caused by the regulations in these General Terms and Conditions and the regulations referred to in Article 19 not being followed, or not being followed in time or correctly.



5. TRAVel Media is not liable for direct or indirect damage suffered by the participant, which is the result of non-compliance with any obligation arising from an agreement concluded between the participant and a third party (including the accommodation provider) with regard to the provision of services related to the participation of the participant.

## **Article 21 Changes and disputes**

- 1. TRAVel Media reserves the right to change these General Terms and Conditions during the term of the participation agreement. The participant will be notified in writing of such a change.
- 2. In cases not provided for by these General Terms and Conditions, TRAVel Media will decide.
- 3. All disputes that arise between TRAVel Media and a participant as a result of the agreement of participation, these General Terms and Conditions or any further agreement concluded between the parties as a result thereof, will be settled under Dutch law by the competent court in Utrecht.
- 4. The Dutch text of the participation agreement, these General Terms and Conditions or any further agreement concluded between the parties as a result thereof is decisive.

TRAVel Media BV is established in Hilversum and registered with the Chamber of Commerce in Hilversum under number: 855730912. These General Terms and Conditions have been filed with the trade register of the Chamber of Commerce.