

# 2024 EAIE EXHIBITION TERMS AND CONDITIONS

The following Terms and Conditions (Terms) apply to exhibitors exhibiting at the EAIE Exhibition 2024. The 2024 EAIE Exhibition is planned to take place from 18 to 20 September 2024 at MEETT in Toulouse, France.

# 1. CONTRACTING PARTY, ORGANISER AND CONTRACTOR OF THE EAIE EXHIBITION

The EAIE Exhibition is held and hosted by the European Association for International Education (the EAIE), with registered address TSH Collab, c/o EAIE, Wibautstraat 131 D, 1091 GL, Amsterdam, the Netherlands.

The EAIE is the contracting party for the exhibition space.

The EAIE has appointed EA Exhibitions as the official Exhibition Contractor. EA Exhibitions is the contracting party for stand packages and additional services and will be responsible for pre-conference coordination of the exhibition, set-up and break down of the exhibition and exhibitor services. The exhibitor services include exhibitor portal and exhibitor manual, exhibitor help desk, stand design and construction, assessment of booth designs and exhibitor stand services.

#### 2. ELIGIBLE PARTICIPANTS

Participation in the EAIE Exhibition is open to individual exhibitors and groups of exhibitors, who are in a position to contribute directly to the subject matter of the exhibition (*i.e.* international higher education).

#### 3. EXHIBITOR PORTAL

The online Exhibitor Portal (currently: Toddoo) is the exhibition booking platform and contains all relevant information to prepare for the exhibition, *i.e.*, a manual with dates & deadlines, general information, venue rules & regulations and safety instructions. It also contains a web shop where exhibitors can book stand space, order stand packages and exhibitor stand services, such as electricity, furniture, graphics, internet, *etc.* To be able to book the above-mentioned services at the EAIE Exhibition, the exhibitor needs to create an account in the online Exhibitor Portal and confirm all contact and billing information.

The main contact person of the exhibitor is regarded the 'owner' of the exhibitor data in the online platform, such as contact details, billing information, VAT identification number, and more. It is the sole responsibility of the exhibitor main contact person to check their information in the exhibitor portal is accurate and update it when necessary. Re-issuing the invoices because of incorrect billing details will be subject to

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additional administrative costs. The EAIE cannot adjust the exhibitor details in the portal. For any technical questions concerning the exhibitor portal, please directly contact <u>Toddoo support</u>.

# 4. APPLICATIONS AND CONCLUSION OF CONTRACT / GROUPS OF EXHIBITORS

#### 4.1. Space Bookings and conclusion of the contract

An exhibitor can only book a stand space via the online Exhibitor Portal and during the period when the EAIE Exhibition is open for booking. Booking a space in the Exhibitor Portal constitutes an irrevocable offer, not subject to expiry, by the exhibitor to enter into a contractual relation with EAIE.

Within 10 business days after the booking, the EAIE, at its sole discretion, reserves the right to not accept exhibitor's offer, in which case the exhibitor will be notified in writing (including by e-mail) and no contract is concluded between the EAIE and the exhibitor. Any payments received from the exhibitor will be refunded by EAIE (without EAIE being liable for interest or costs).

Unless EAIE does not accept exhibitor's offer, the contract is concluded between the EAIE and the exhibitor after the expiry of the aforementioned 10 business days period.

#### 4.2. Transfer of the booking or the Contract

The booking and subsequent contract is linked to the organisation making the booking in the Exhibitor Portal. Full or even partial transfer of the rights and obligations to a third party or parties is not permitted unless approved in advance by the EAIE in writing (email).

# 4.3. Groups of exhibitors

Prior to their booking, groups of exhibitors (as meant under sections 6.2 and 6.3 below) are requested to nominate a representative who will accept the responsibility and liability of the group to the EAIE, who has the authority to sign on behalf of the group and who will be responsible for the overall organisation of the stand, including the conference registration of the exhibitor staff. The EAIE assumes that the booking is done by the representative and that the representative guarantees competence. The exhibitor indemnifies EAIE against damages, including third-party claims, resulting from any unauthorized representation by the exhibitor.

It is not possible for the EAIE to split the space booking invoice into multiple invoices for sub-exhibitors or exhibitors that share stands.

#### 4.4. Invoicing

Promptly upon the booking of a space, the exhibitor receives an invoice from the EAIE.

Invoices of space bookings and/or additional services invoiced by the EAIE will contain the invoice address and details provided by the exhibitor in the Exhibitor Portal. The organisation mentioned on the invoice will be responsible for the payment of all orders, unless approved differently by EAIE in writing (email).

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Exhibitors are responsible for checking the billing details before finalising their booking. Re-issuing invoices to a different organisation name or different billing address will be subject to an administrative fee of 75 euro. The fee is charged per re-issued invoice and will be added automatically to the new invoice.

When the payment is not received within the deadline indicated on the invoice, or otherwise agreed by the EAIE, the exhibitor is in default immediately and the EAIE has the right to cancel (in Dutch: *opzeggen*) the contract (without being liable towards the exhibitor for compensation or damage) and the stand space on the floorplan will be released. Cancellation fees remain applicable (see Clause 9.1).

The exhibitor may not (i) set off any amounts it owes to the EAIE, whether under the contract or otherwise, against the invoice referred to in this clause (or any other invoice received from the EAIE), (ii) apply a discount; or (iii) suspend any payment.

# 5. FEES AND PAYMENT CONDITIONS

# 5.1. Space fee

Exhibitors book a stand space which includes fee waivers and exhibitor liability insurance. The space does not include a stand (package), electricity, floor covering, furniture or cleaning.

The space rental charges for the exhibition are as indicated below, prices are in Euro, per m², excluding VAT, levies and other (sur)charges:

Booking period / price per sqm	Row space (one side open)	Corner space (two sides open)	Peninsula space (three sides open)	Island space (four sides open)
Early-bird (until 29 February 2024)	€570	€627	€627	€627
Regular (1 March – 30 June)	€630	€693	€693	€693
Late (1 July – 25 August)	€690	€759	€759	€759

Island space is available for stands of 60m2 or larger.

#### Booking periods:

- Early-bird booking fee: until 29 February 2024
- Regular booking fee (Early-bird fee +10%): from 1 March 2024 to 30 June
   2024
- Late booking fee (Regular fee +10%): from 1 July 2024 to 25 August

#### 5.2. Payments

All fees are payable in Euros (€). Invoices from the EAIE are payable within 30 calendar days of the invoice date unless an alternative date is given on the invoice. Payments

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must be made by bank transfer. The amount due and bank details are specified on the invoice. Bank fees for transfer need to be paid for in full by the payer.

#### 5.3. VAT guidelines\*

Dutch VAT (21%) is applicable, EU reverse charge rules apply.

- 1. NL based organisations are charged 21% VAT
- 2. EU-based organisations can reverse charge the VAT when they qualify according to the EU regulations. a VAT identification number is required. Organisations without a VAT identification number are charged 21% VAT.
- 3. Non-EU based organisations are not charged any VAT (0%)

\*the above information is an indication and might differ per organisation and country. No rights can be derived from the VAT guidelines.

# 6. ALLOCATION OF STAND SPACES / STAND PACKAGES / STAND BUILDING

# 6.1. Stand space allocation

As part of their booking, exhibitors are entitled to select the location and the size of their stand space from available spaces on the exhibitor floor plan in the Exhibitor Portal. The stand space includes a pre-defined number of free conference registrations and liability insurance. Space booking does not include a stand, electricity, furniture, floor covering or cleaning. Recurring exhibitors (and/or their related partners) may have pre-assigned space in order to enhance optimal use of the floorplan in favour of the whole exhibition. The EAIE reserves the right to change the position of the stand at any time (including after conclusion of the contract) and for any reason. The EAIE also retains the right to make any necessary changes to the size and spacing of the booth at any time in order to comply with the venue's Health & Safety Regulations. Any exchange of space between two or more exhibitors will be subject to the prior written approval (e-mail) by the EAIE.

#### 6.2. Sharing of stand spaces

Sharing of stands of two or more individual organisations, for which the second exhibitor is not a sub-exhibitor (as referred to in Clause 6.3), must be approved in advance by the EAIE in writing (e-mail) and is subject to a surcharge of €750 (excluding VAT). This fee will be charged to the main exhibitor who initially booked the stand space. Exhibitors sharing a stand space will receive one entry each in the list of exhibitors.

Should an exhibitor (intend to) share their stand space without first gaining the approval of the EAIE, this shall be grounds for immediate cancellation (in Dutch: *opzegging*) of the contract by the EAIE without notice and having the stand space vacated at the exhibitor's risk and expense.

#### 6.3. Sub-exhibitors

Sub-exhibitors are companies within groups and subsidiaries, or with their own products and their own personnel. They use the stand area of the main exhibitor and exhibit under a group name. Exhibitors must inform the EAIE of each individual sub-

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exhibitor of the main stand by sending the list of sub-exhibitors by email no later than four weeks before the first exhibition day. The EAIE, at its sole discretion, reserves the right to reject sub-exhibitors, in which case the exhibitor will be notified in writing.

Rejected sub-exhibitors will automatically be considered as stand sharing exhibitors and the stand sharing surcharge will apply (see Clause 6.2). Should the main exhibitor accommodate a sub-exhibitor or a company without informing EAIE (sending the list of sub-exhibitors by email at least four weeks prior to the exhibition), this shall be grounds for immediate cancellation (in Dutch: *opzegging*) of the contract by the EAIE without notice and having the stand space vacated at the exhibitor's risk and expense. Exhibitors are not allowed to sub-lease to sub-exhibitors with the purpose of making a profit.

Should an exhibitor decide to cancel their booked space to become a sub-exhibitor in a different stand, the general cancellation terms and conditions apply as set out in Clause 9.1.

#### 6.4. List of exhibitors

The details for entry in the list of exhibitors should be submitted via Exhibitor Profile form shared in the exhibitor manual. The EAIE reserves the right to edit any submissions. The list of exhibitors will be distributed digitally.

Notwithstanding any other rights or remedies of the EAIE, the EAIE has the right to exclude exhibitors from the digital list of exhibitors if the space fee costs have not been paid according to the fatal payment deadline as indicated on the relevant invoice. The data gathered will be treated according to GDPR regulations. Download the <a href="EAIE">EAIE</a>
Privacy Statement.

#### 6.5. Visitors to the exhibition

All visitors to the EAIE Exhibition must be registered conference participants. This also applies to exhibitor staff members. Details about online registration will be available in May 2024.

#### 6.6. Stand building

The standard stand height is 2.50m. Any further information, limitations and restrictions will be provided in the exhibitor manual. If an exhibitor intends to contract their own stand builder for a Free Build stand at the exhibition, please see Clause 6.8 below.

#### 6.7. Stand packages

Exhibitors book their stand space with the EAIE. After booking the space, exhibitors are required to book a stand package with EA Exhibitions or construct a custom stand if the space size allows for a Free Build stand. The stand packages include walls, electricity installation and consumption, basic daily cleaning, floor covering, and a set of furniture. The items included in each package and the pricing are listed and displayed in the package entry of the respective size in the exhibitor portal shop, providing exhibitors with a preview before making their booking.

Stand packages that exhibitors can book for their stand space depend on the booked space size and are as follows:

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- Spaces with a size from 9 to 21m2 must choose between a Shell Scheme package or a Premium package.
- For spaces ranging from 24 to 36m2, exhibitors have the option to book a **Shell Scheme Package**, **Premium Package**, **Modular Stand Design (MSD) Package**, or construct a **custom stand**.
- Spaces with a size of 36m2 or larger require the booking of an **MSD Package** or the construction of a **custom stand**.

Every exhibitor must either book a stand package or construct a Free Build stand. If an exhibitor with stand space of 21m<sup>2</sup> or smaller does not order a stand package by the deadline specified in the exhibitor manual, EA Exhibitions will assign the Basic Shell Scheme package to that space and invoice the exhibitor for the package cost.

The same rule applies to exhibitors who book a space between 24m² and 36m² and do not order a stand package or submit a Free Build stand design by the deadlines specified in the exhibitor manual.

#### 6.8. Free Build stands

Free Build stands are individually designed and constructed either by EA Exhibitions and their partners or by independent stand builders. Exhibitors with a booked space of 24m2 or larger are eligible to construct Free Build stands.

Free Build stands must include partition walls on the sides adjacent to neighbouring stands, floor covering, and a clearly indicated stand number. Exhibitors are required to book basic daily cleaning for the entire duration of the exhibition.

Partition walls should have a minimum height of 2.5 metres. Walls exceeding this height must be finished as solid white walls. Exhibitors are not permitted to utilise walls from neighbouring stands for their own purposes.

Exhibitors must keep the sides of their Free Build stands facing the exhibition aisles open. Walls or structures along the aisle side cannot exceed 30% of the side length.

All Free Build stands are subject to Safety and Sustainability Assessment, which is required for stand design approval and is conducted by an authorised external party. For exhibitors using EA Exhibitions and/or partners for Free Build stands, the necessary information and documents for Safety and Sustainability Assessment are handled by EA Exhibitions on their behalf.

Exhibitors using an independent stand builder for Free Build stands must submit a stand sketch and required information for Safety and Sustainability Assessment by the deadline specified in the exhibitor manual in order to obtain stand build approval. The contact details of the external stand builder must also be provided.

The authorised external party will conduct the stand design assessment prior to the exhibition and will monitor the adherence to the submitted design during stand build-up onsite. After the exhibition, the authorised external party will provide a sustainability report to both the exhibitor and the EAIE. For the 2024 Exhibition, the costs of the

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compulsory sustainability report will be covered by the EAIE to provide the exhibitor with insight into their stand footprint.

A violation of these conditions shall be grounds for immediate cancellation (in Dutch: *opzegging*) of the contract by the EAIE without notice and the right for EAIE to having the stand space vacated at the exhibitor's risk and expense.

Exhibitors opting for a Free Build stand can book an MSD (Modular Stand Design) stand package with a pre-set stand structure. The MSD package meets EAIE sustainable exhibiting standards following a Safety and Sustainability Assessment. The MSD package includes walls, graphics, electricity installation and consumption, basic daily cleaning, floor covering, and a set of furniture.

#### 6.9. Stand height above 2.50m

The standard stand height is 2.50m. Exhibitors with Free Build stands can build a stand higher than 2.50m. This will be subject to approval and an additional surcharge which is 10% of the exhibition space cost (excluding VAT). MSD stand packages with wall height of 3 metres are exempt from 10% surcharge on additional height under the condition that the stand is purchased as package and doesn't undergo any structure customisation or changes.

The costs of the construction of the increased stand height are not included in the surcharge. Please contact EA Exhibitions for height restrictions. This offer is subject to logistical restraints and approval by the venue and EA Exhibitions. The deadlines for booking additional height and uploading the stand design is indicated in the exhibitor manual.

Exhibitors can book a combination of increased stand height and a hanging sign, in which case both hanging sign and additional height fees will be applicable, namely 10% additional height fee and 10% hanging banner fee or 15% digital hanging banner fee.

# 6.10. Hanging signs & digital banners

The option of **hanging signs** is available only to Free Build stands. This option will be subject to an additional surcharge which is 10% of the exhibition space cost (excluding VAT). This offer is subject to availability and logistical restraints, and approval by the EAIE and the venue.

The costs of the sign production and the hanging of the sign (including rigging points and electricity) are not included in the aforementioned surcharge and will be invoiced separately to the exhibitor. The sign must be located 50cm within the stand border from the aisle(s) and neighbouring exhibitors on all sides. Please contact EA Exhibitions for height restrictions. Dimensions and design of the hanging sign must be approved by EA Exhibitions.

Exhibitors can book a combination of increased stand height and a hanging sign, in which case both hanging sign and additional height fees will be applicable, namely 10% additional height fee and 10% hanging banner fee.

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The option of **digital banners** is available only to Free Build peninsula stands and island stands of 60 m² and larger. This option will be subject to an additional surcharge which is 15% of the exhibition space cost (excluding VAT). This offer is subject to availability and logistical restraints, and subject to approval by the EAIE and the venue. The costs of the sign production and the hanging of the digital banner (including rigging points and electricity) are not included in the surcharge and will be invoiced separately to the exhibitor.

The digital banner must be located 50cm within the stand border from the aisle(s) and neighbouring exhibitors on all sides. Pictures should be stilled and can be presented as a slide show, with an interval of two minutes. No sound is allowed. The back of the screen should be covered. Please contact EA Exhibitions for height restrictions. Dimensions and design of the digital banner must be approved by EA Exhibitions.

Exhibitors can book a combination of increased stand height and a hanging sign, in which case both hanging sign and additional height fees will be applicable, namely 10% additional height fee and 15% digital hanging banner fee.

#### 6.11. Internet access

There will be a general and limited free wireless internet network at the EAIE Exhibition. To optimise the coverage and the speed of the internet connection, the WIFI network will be available on the frequency of 5GHz throughout the exhibition hall, and a limited coverage will be available on the frequency of 2.4GHz in several places at the conference venue. This network will only be suitable for checking e-mails, *etc*, but not for up- and downloading large amounts of data or showing online presentations. There will be the opportunity to order an individual wired internet connection, *e.g.* for downloading information or presentations, through the Exhibitor Portal. No rogue wireless internet networks are to be installed as these interfere with the overall network, causing inconvenience to all other exhibitors and participants. Violation of this will be grounds for immediate cancellation (in Dutch: *opzegging*) the contract by the EAIE without notice and having the stand space vacated at the exhibitor's risk and expense. It is noted that EAIE does not provide any warranties as to network security.

#### 6.12. Microphone and sound system usage

Microphone and sound system usage is only permitted with the prior approval by EAIE and should under no circumstances disturb other exhibitors and/or visitors. The exhibition management (including EAIE, the Exhibition Contractor and/or the venue) reserves the right to test the noise levels if they believe this to be necessary and to terminate the activity if necessary.

#### 6.13. Receptions at stands

Receptions at exhibition stands are allowed in the exhibition hall at certain times during exhibition hours.

Restricted reception times will be communicated in the exhibitor manual. Catering for receptions needs to be ordered through the local partner. Catering has to be ordered

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according to the food and drinks regulations of the host country. More information about ordering catering will be available in the exhibitor manual and the Exhibitor Portal.

#### 7. LIABILITY, INDEMNITY AND INSURANCE

# 7.1. Liability of the EAIE

- **7.1.1.** The EAIE is under no circumstance liable for damage and/or misrepresentations caused by third parties hired by the EAIE to fulfill its obligations under the contract (including these Terms and Conditions).
- **7.1.2.** Notwithstanding Clauses 7.1.1 and 7.1.3, if the EAIE can be held liable the total liability of the EAIE will per damaging event be limited to the amount which EAIE's insurer pays out in the relevant event. The EAIE will under no circumstances be liable for indirect damages such as loss of profits, sales and/or interest, reputational damage, lost savings, loss of goodwill or opportunity, business interruption, and/or damage resulting from third party claims (including regulatory fines).
- **7.1.3.** The EAIE is under no circumstance liable for any personal injury or death arising during or in connection with the fulfilment of the contract (including these Terms and Conditions).
- **7.1.4.** The exclusions and limitations of the EAIE's liability as set out in this Clause 7.1 do not apply in the case of intentional and/or deliberate recklessness on the part of the EAIE's management.

#### 7.2. Insurance

Public liability insurance is taken out by the EAIE on behalf of the exhibitors and included in the space fee. This coverage is limited to Third Party Liability only, meaning bodily injuries and/or property damage caused by a registered exhibitor to a Third party.

Exhibitors are solely responsible for their own goods & properties, both private and/or their employer(s). The EAIE is not responsible and cannot be held liable for any loss, damage, or theft of exhibitor's own belongings such as laptops, briefcases, purses etc. Personal items are not insured by any EAIE insurance. The EAIE highly recommends to take out fire & theft insurance via your local insurance broker and/or check coverage on your existing insurance(s). Fire and theft insurance is not compulsory.

#### 7.3. Indemnity

Exhibitor shall indemnify and hold the EAIE harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred, or paid by the EAIE as a result of any claim made against the EAIE in respect of any liability, loss, damage, injury, cost or expense sustained by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by the exhibitor, unless this cause is not attributable to the exhibitor.

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# 7.4. Health and hygiene measurements

The EAIE is not liable for any passing of infectious diseases and will take all reasonable precautionary measures and follow the guidelines of the venue in regards to distance, stand sizes, stand allocations, health and hygiene measures.

# 8. FORCE MAJEURE

#### 8.1. Cancellation of the Event

If the EAIE Exhibition cannot take place, in whole or in part, for reasons outside EAIE's control, whether or not such reasons were foreseeable at the moment of concluding the contract between the EAIE and the exhibitor (i.e. Force Majeure), the EAIE is allowed to cancel the Exhibition, without being liable towards the exhibitor for damages, costs and/or other compensation.

Force Majeure within the meaning of this Clause 8.1 includes, but is not limited to, epidemics, pandemics and governmental measures resulting from them, natural disasters, fire, floods, war, danger of war and war damage, mobilisation, martial law and other disturbances, riots, insurrection, terrorism, governmental regulations, sickness or shortage of personnel, strikes, disruptions in the EAIE's business (including power failures and systems failures or disruptions in EAIE's business as a result thereof), cyber-attacks or cybercrime, prolonged shortage of energy supplies, and failures on the part of the EAIE's suppliers, auxiliary persons or auxiliary businesses (including among others the venue and the Contracting Partner).

In case of Force Majeure, the EAIE may still invoice the exhibitor for work carried out in the latter's instructions, to cover any expenses already incurred by the EAIE.

If, at the sole discretion of the EAIE, the conference and exhibition does not receive a sufficient number of participants and/or exhibitors (or it is reasonably foreseeable this be the case), or if the EAIE faces unforeseen, extreme cost increases, the EAIE may, at their discretion, decide to cancel the event. EAIE will do this by notifying registered exhibitors in writing by sending an email to the email address provided by them, no later than six weeks before the start of the event. All registered exhibitors will receive a refund of any fees received. However, the EAIE may still invoice the exhibitor for work carried out in the latter's instructions, to cover any expenses already incurred. EAIE cannot be held liable for any other costs incurred by exhibitors such as flight tickets, bank fees, productions costs, etc.

#### 8.2. Rescheduling of the Event

If the EAIE decides the conference and exhibition to be held at a later date, the EAIE will notify the exhibitors. Exhibitors are entitled to cancel their participation if the event is rescheduled, provided such cancellation is given in writing within one week following receipt of the notification. All registered exhibitors will receive a refund of any fees received. However, the EAIE may still invoice the exhibitor for work carried out in the latter's instructions, to cover any expenses already incurred.

#### 8.3. For Events that have Already Commenced

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If the commenced EAIE Exhibition is shortened or cancelled for reasons of Force Majeure, the Exhibitor shall not be entitled to repayment or remission of the stand space rental nor for any other compensation or damages.

#### 9. ALTERATION OR CANCELLATION

# 9.1. Cancellation by Exhibitor

Before the beginning of the EAIE Exhibition, exhibitors may cancel (in Dutch: *opzeggen*) their participation, reduce the booked space size or change the booked space type, subject to the following conditions:

- **9.1.1.** The notice of cancellation / reduction / change of space type must be declared in writing. The time of receipt by EAIE of the notice will be deemed to be the date of the declaration of cancellation / reduction / change of space type.
- **9.1.2.** In case of a cancellation / reduction / change of space type more than 12 weeks prior to the first day of the exhibition, 50% of the (initial) space fee is payable. In case of a cancellation / reduction / change of space within 12 weeks prior to the first day of the exhibition or if an exhibitor for whatever reason does not attend the exhibition, the full amount of the space fee is payable. EAIE reserves the right to assert further claims.

# 9.2. Rescission of the contract by EAIE

In addition to EAIE's rights to cancel the contract as stipulated in these Terms and Conditions and without prejudice to any of the EAIE's rights or remedies under the contract and/or applicable law, the EAIE is entitled to rescind (in Dutch: *ontbinden*) this contract effective immediately, in whole or in part, without any notice of default being required, in the following circumstances:

- **9.2.1.** if the exhibitor violates the advertising regulations as stipulated in Clause 12 of these terms and conditions;
- **9.2.2.** if the exhibitor violates domiciliary rights of the exhibition venue;
- **9.2.3.** if the exhibitor no longer conforms with the requirements for being accepted as an exhibitor at the EAIE Exhibition, or if EAIE subsequently becomes aware of any reasons which, when they had been known before, would have excluded that person or entity from participation.
- **9.2.4.** In all of those cases EAIE is entitled to claim damages.

#### 10. EXHIBITION STAFF REGISTRATION AND ENTITLEMENTS

Two or more fee waivers (*ie* free conference registrations) are included in the space booking fee and are provided based on the stand size to register exhibitor stand staff. The number of included fee waivers is as indicated below:

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Stand Size	Number of fee waivers per stand space
9 m²	2
12 m²	2
15 m²	2
18 m²	3
21 m²	3
24 m²	4
27 m²	4
30 m²	5
33 m²	5
36 m²	6

Exhibitor registrations at reduced rates are no longer available; instead, increased fee waiver entitlements have been introduced.

The primary contact person who booked the stand will receive an exhibitor code. This code can be used by stand participants for free registration. Participants registering with the exhibitor code will be designated as exhibitors and marked as such on their conference badges.

Only exhibitors will have access to the exhibition hall during stand decoration hours and before the official exhibition opening hours. The number of exhibitor badges is strictly limited to the fee waivers included in the stand space. The main contact person is responsible for distributing the exhibitor code and registration instructions to exhibitor and sub-exhibitor staff attending the conference.

#### 11. TRANSPORT AND DELIVERY OF EXHIBITS

Exhibitors are responsible for sending their materials to the venue. An official logistics supplier will be appointed to handle all freight/packages. EAIE is not responsible for pricing or invoicing of shipment services and cannot be held liable for loss or incorrect delivery or return of materials. EAIE is not responsible for customs clearing of any foreign shipping. Further information will be provided in the exhibitor manual and will be available in the exhibitor portal.

At the end of the exhibition on **20 September 2024**, the exhibitors must promptly clear their stands, remove all materials placed on the walls of their respective exhibition stands, promotional boards, *etc.* and must hand the stand over to EA Exhibitions in the state in which they received it, including all rented items. Due to fire regulations, crates and other packaging material may not be stored in the stand or the exhibition halls. In

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case any crates and other packaging material are found, they will be removed immediately, and any related costs will be charged to the exhibitor. Further information including mounting/decorating and dismantling times will be provided in the exhibitor manual.

#### 12. ADVERTISING

**12.1.** Creating content for advertising and marketing purposes at the exhibition The EAIE does not give permission to create content for advertising and marketing purposes at the exhibition, either through interviews, face-to-face, recorded, filmed, photographed or in writing, unless this has been specifically requested in writing to the EAIE and the EAIE have given their prior consent in writing.

#### 12.2. Advertising during the exhibition

Exhibitors may use the exhibition, within the agreement, to promote their own products and services while refraining from addressing or referring to the competition in any detrimental way. The EAIE logo and conference branding may not be used on any advertising materials or give-aways distributed by exhibitors.

Advertising is only permitted within the allocated exhibition space. In the interests of all exhibitors, distributing flyers, additional signage, digital promotion and other advertising material outside the stand will not be tolerated (this also includes balloons, flags, banners that exceed the stand dimensions including allowed stand height, rental of promotion screens). Violation of these conditions will be grounds for immediate cancellation (in Dutch: *opzegging*) of the contract by the EAIE without notice and having the stand space vacated at the exhibitor's risk and expense.

#### 12.3. Marketing messages

Marketing messages sent to conference participants before, during or after the exhibition should not imply endorsement by the EAIE in any way nor make use of the EAIE branding without permission. The official event hashtag (#EAIE2024) should be used for all promotions of attendance at the exhibition, however other email addresses and social media handles used for marketing purposes may not incorporate the EAIE name.

#### 12.4. Contacting conference participants

The EAIE online messaging system is not intended for commercial purposes, including mass marketing to all attendees. Messaging and meetings should be limited to targeted requests based on common interests.

Exhibitors can utilise lead retrieval technology to scan and retrieve the contact details of visitors to their stand, as well as obtain consent to message them, through the EAIE platform.

Exhibitors should refrain from processing participant data or contacting participants outside of the online event platform unless explicit consent is obtained. This prohibition extends to the use of third-party purchased mailing lists or the creation of new mailing lists (outside of the exhibitor's existing network).

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It's crucial to be aware of obligations regarding the processing of attendee personal data and marketing within the EU. Please refer to the European Commission's guidelines: <u>EU Data Protection Guidelines</u>

#### 12.5. Political advertising

Any form of political advertising is strictly prohibited. The EAIE Conference and Exhibition is politically neutral and the organisers reserve the right to remove any material that is politically controversial or likely to cause offence. Exhibitors are reminded that they are responsible for the conduct of their staff in the conference and exhibition area.

#### 13. SECURITY AND CLEANING

- **13.1.** The exhibition area will be guarded overnight on set-up day **17 September** and overnight on exhibition days **18 and 19 September 2024**. However, no liability will arise from this for the EAIE. Exhibitors are always advised to take any objects of potential value with them.
- **13.2.** Basic daily cleaning is included in Shell Scheme and Premium packages. Exhibitors with Free Build stands are required to book daily cleaning for the whole duration of the exhibition. Cleaning can be booked in the webshop in the exhibitor portal. The daily cleaning of the passages in the exhibition halls will be arranged by the EAIE.

#### 13.3. ELECTRICITY / POWER SUPPLY

Exhibitors that book Shell Scheme or Premium stand package have the cost of power and general stand lighting included in the stand package fee. Any power requirement that goes beyond this (*ie* additional power, 24-hour power supply, *etc*) needs to be ordered with EA Exhibitions through the Exhibitor Portal and paid for separately. Exhibitors with Free Build stands will have to order and pay for any electrical mains supply separately.

#### 13.4. OFFICIAL OPENING HOURS OF THE EXHIBITION

Wednesday 18 September 2024 08:30–18:00 CEST Thursday 19 September 2024 08:30–18:00 CEST Friday 20 September 2024 08:30–13:30\* CEST

No exhibit may be removed from the exhibition premises prior to the official closing time of the exhibition on **20 September 2024** without the special permission of the EAIE.

#### 13.5. DATA PROTECTION

The EAIE and EA Exhibition collect the data you submit through the exhibitor portal. The EAIE and EA Exhibitions will use your personal data in accordance with applicable data protection laws for advertising purposes in connection with planned and future EAIE Conferences and Exhibitions and other events organised by the EAIE. For any

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<sup>\*</sup>Subject to final confirmation



personal data processed by EA Exhibitions in its capacity of data processor, the EAIE end EA Exhibitions executed a data processing agreement.

For more information, please refer to the **EAIE Privacy Statement** 

#### 13.6. PHOTOGRAPHY / FILMING

The EAIE are entitled to take photographs or produce illustrations, films, *etc* of the exhibition stands or the exhibits for use in publications in connection with the EAIE Exhibition. The exhibitor grants the EAIE royalty-free, non-exclusive license to use the illustrations, films, photographs, *etc* of their exhibition stands in any media for publicity, advertising, trade or promotion purposes in connection with the EAIE Conference and Exhibition or any future EAIE Conferences and Exhibitions.

#### 14. ACCEPTANCE AND LOCAL REGULATIONS

The exhibitor accepts, also on behalf of their employees and agents, these Terms and Conditions as well as all local laws, in particular fire safety ordinances, business regulations, and all other legally binding regulations, including the exhibition venue's rules and regulations.

Within the venue of the EAIE Exhibition, the EAIE exercise the domiciliary rights and are entitled to expel persons and companies from the exhibition without notice who fail to observe the above conditions and regulations. Should the exhibitor or his employees or agents fail to follow the instructions of the EAIE and/or EA Exhibitions, the EAIE is entitled to order the stand cleared at the exhibitor's expense and liability.

# 15. GOVERNING LAW AND JURISDICTION

- **15.1.** Dutch law is applicable to the contract between the EAIE and the exhibitor, including these Terms and Conditions, and all (extra)contractual obligations arising therefrom or related thereto. To the extent applicable, the applicability of the Vienna Sales Convention is expressly excluded.
- **15.2.** Only the competent court in Amsterdam, the Netherlands, has jurisdiction on disputes between the EAIE and an exhibitor arising out of or relating to the contract between EAIE and the exhibitor, including these Terms and Conditions, and all (extra)contractual obligations arising therefrom or related thereto.
- **15.3.** In case of any disputes between an exhibitor and the EAIE, parties have the obligation to try and reach an amicable settlement by agreement or escalation to appropriate levels of management. Only after a failed attempt to reach a settlement can parties start proceedings in the courts of Amsterdam, the Netherlands (as referred to under Clause 15.2).

#### 16. OTHER

**16.1.** The exhibitor's right to (full or partial) rescission (in Dutch: *ontbinding*) under section 6:265 of the Dutch Civil Code is expressly excluded. Furthermore, sections 7:402, 7:403, 7:405, 7:408 (1), 7:407 and 7:411 of the Dutch Civil Code do not apply.

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**16.2.** The EAIE has the right to unilaterally amend these Terms and Conditions at any time.

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