

## SPECIAL REGULATIONS

### 1. EXHIBITION ORGANISATION

The organiser has full and complete control of the exhibition organisation.

**Allocation of stand space by the organiser** - The organiser shall draw up the exhibition floor plan and allocate stand space freely, taking into account, where possible, the exhibitor's wishes and, if necessary, the date the application was registered.

VINEXPO OVERSEAS shall e-mail exhibitors at least three (3) months before the exhibition opens to notify them when the exhibition floor plan showing the locations of the stands is posted online. Some stand spaces include pillars: no discount is offered for these, with the exception of those with a fire hose cabinet.

**Changes made by the organiser to the stand area requested** - The organiser reserves the right to change the size of the stand area requested by the applicant.

If this area differs by more than 10% from that requested on the application form, the applicant has the right to refuse the space offered and any deposit paid will be refunded. The exhibitor must send their refusal in writing, by recorded delivery to VINEXPO OVERSEAS, within 15 days of e-mail notification of the online publication of the terms governing the siting of stand spaces.

**Changes made by the organiser to the organisation terms** - Provided it does not substantially alter the contract signed initially by the organiser and the exhibitor, the organiser reserves the right to change:

- the planned dates and venue, before the exhibition and subject to reasonable notice being given;
- the general and specific layout and fittings, the opening times and the programming of events, before and during the exhibition and without having to notify the exhibitor in advance.

### 2. CONSIDERATION OF APPLICATIONS

**Submission of exhibitor applications** - Exhibitor applications are submitted by means of the form provided by the organiser, which is available in digital or printed format. Applications must be accompanied by payment of the corresponding deposit.

**The organiser's consideration of applications** - Applications from the following will be considered:

- Companies whose function is to "produce and market their wine and/or spirits". These companies have a business in the sector which is recognised as substantial in view of the range of products presented, turnover and international operations. They must belong to the following categories: wine production trading, still wine production, champagne production, spirit production, sparkling wine production, wine cooperative.
- Trade associations and professional wine and spirit bodies which promote wines and spirits or provide information to foster the economic development of the above-mentioned companies.

**Decisions regarding admission** - VINEXPO OVERSEAS rules on admissions and is not obliged to give reasons for its decisions. Applicants not admitted may not cite as a precedent the fact that they were admitted to previous sessions. If the application is rejected, the deposit will be refunded.

### 3. EXHIBITORS AND CO-EXHIBITORS

An exhibitor may put forward a co-exhibitor for consideration by the organiser. The conditions governing acceptance of co-exhibitors are those outlined in Article 2 for the admission of exhibitors. Consideration of a co-exhibiting application submitted to the organiser by an exhibitor is subject to payment of a fixed fee of €740 excl. VAT, which is non-refundable in the event of withdrawal.

If the application is accepted by the organiser, the exhibitor must declare their co-exhibitors on [www.vinexpohongkong.com](http://www.vinexpohongkong.com) at least two (2) months before the exhibition opens, to ensure they appear in the official catalogue, The Book.

### 4. PRICES AND PAYMENT TERMS

The total cost comprises an administration fee, a fixed fee of €640 excl. VAT, stand hire costs and any co-exhibitor participation fees.

This amount shall be settled in accordance with the payment terms specified on the application form.

Payment of a deposit equal to 35% of the total price is required on submission of the application. Failure to pay this deposit will result in the application not being considered. The balance is invoiced on notification of the stand allocation. The balance amount must be paid within 15 days upon receipt of the invoice.

In any case, the total amount of the participation must be paid before the opening of the show. Without this payment, access to the exhibition may be refused to the exhibitor.

Failure to pay on the due dates stipulated in the contract will incur late payment penalties at the ECB rate +10% (article L.441-6 of the French Commercial Code) as well as a fixed debt recovery fee of €40 plus any additional recovery costs. If payment is not made on the dates indicated, VINEXPO OVERSEAS may consider the order as cancelled.

### 5. DEFAULT ON THE PART OF THE EXHIBITOR

**Request to withdraw or reduce stand area** - If the exhibitor withdraws from the exhibition, reduces the stand area or defaults for any reason whatsoever, the amount due to VINEXPO OVERSEAS shall be calculated as follows:

**- Stand hire cost:**

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|---|------|
| • Request to withdraw or reduce stand area made at D-105 days or earlier    | 0%   |
| • Request to withdraw or reduce stand area made between D-105 and D-80 days | 70%  |
| • Request to withdraw or reduce stand area made between D-80 and D-55 days  | 85%  |
| • Request to withdraw or reduce stand area made between D-55 and D-30 days  | 100% |
- (where D is the day the exhibition opens)

**- Administration fee:** This fee, referred to in Article 4, shall remain due to VINEXPO OVERSEAS in any event.

**- Co-exhibitor participation fee:** This fee, referred to in Article 3, shall remain due to VINEXPO OVERSEAS in any event.

**Failure to occupy the stand on the day before the exhibition opens** - Stand spaces not occupied on the day before the exhibition opens may be allocated to another exhibitor. The exhibitor who failed to show will be liable for all sums due and will not be entitled to claim compensation of any kind, and the cost of the service agreed in the contract shall remain due to the organiser.

### 6. DESIGN REGULATIONS

Exhibitors and their service providers are required to comply with VINEXPO OVERSEAS's Design Regulations in building and fitting out their stand. A stand layout plan must be provided to the organiser two and a half months before the exhibition opens.

### 7. STAND OPENING AND CLOSING

The stands must remain open every day at the set times. It is prohibited to leave exhibited merchandise covered when the exhibition is open. On payment in full of the total amount due, exhibitors will receive personalised entrance passes. Additional passes may be provided, subject to VINEXPO OVERSEAS's terms

## 8. WORKING CONDITIONS AT THE EXHIBITION VENUE

During build-up, breakdown and the exhibition itself, exhibitors undertake to employ only persons duly declared, and to comply with the legislation and regulations in force concerning working conditions. They shall impose the same constraints on their subcontractors. Inspections are likely to be carried out during build-up, breakdown and the exhibition itself. A Health & Safety coordinator may be appointed by the organiser and required to make observations on working conditions.

## 9. AFFIXING OF SIGNS AND POSTERS

It is prohibited to affix advertising signs or posters outside the stands in places other than those intended for this purpose. It is also prohibited to add any mark or writing of any kind to the outside of the fascias supplied by VINEXPO OVERSEAS. If this rule is breached, the organiser shall have the items removed at the risk and expense of the exhibitor, without notice and without regard to the present regulations.

## 10. COMMERCIAL PRACTICES AND ADVERTISING

VINEXPO OVERSEAS reserves the right to ban any advertising that could cause inconvenience or damage of any kind to any person. Sales literature may only be distributed within the stand area. It is prohibited to call out to or accost visitors in the aisles, as is touting for business and promoting products or services out loud, with or without a microphone. Advertising brands or products other than those listed on the exhibitor application form is prohibited.

## 11. PAID TASTINGS AND SALES PROHIBITED

Exhibitors are permitted to offer free samples and hold free tastings on their stands. The sale of any product (including samples) to be taken away and paid tastings are prohibited within the exhibition.

## 12. SAFETY MEASURES

Demonstration equipment must have an appropriate safety system and be declared to VINEXPO OVERSEAS one (1) month at the latest before the exhibition opens. Exhibitors are required to comply with the French *Order of 25 June 1980 approving the general safety regulations preventing the risk of fire and panic in buildings open to the public.*

Exhibitors must also comply with the provisions in the Safety Specifications and the Exhibitor's Guide. VINEXPO OVERSEAS disclaims all liability in the event of a stand being closed down by the Safety Commission as a result of failure to comply with the regulations in force.

## 13. HYGIENE, CATERING AND FOOD

Exhibitors are required to comply with the departmental health and safety regulations in force at the time of the exhibition.

## 14. INSURANCE

VINEXPO OVERSEAS shall take out third party liability insurance on behalf of all exhibitors and co-exhibitors. VINEXPO OVERSEAS shall take out insurance on behalf of exhibitors to cover damage to their property. The value of the property insured is proportional to the stand area hired. Details of these policies are available on request

## 15. INTELLECTUAL PROPERTY RIGHTS

Exhibitors agree to take responsibility for all rights pertaining to the intellectual property, use or marketing of the products and services they are exhibiting (patents, brands, models, exclusive distribution rights, etc.). These measures must be taken before the products or services are presented at the exhibition, and the organiser shall not be held liable in this respect, particularly in the event of a dispute with another exhibitor or a visitor.

VINEXPO OVERSEAS reserves the right to exclude exhibitors previously found liable for patent infringement or counterfeiting.

## 16. VACATING THE STANDS

Stands shall be restored to their original state at the exhibitor's expense and vacated as specified in the exhibition's Practical Information.

Exhibitors are liable for any accidents or claims that might result from failing to fulfil these requirements or doing so late. VINEXPO OVERSEAS may remove any equipment and/or fittings left after the deadline, and restore the space to its original state. The costs incurred by these operations shall be charged to the exhibitor.

## 17. GENERAL RULES OF TRADE EVENTS

This Special Regulations document sets out the particular conditions of the services provided to the exhibitor by the organiser. It is supplemented in case of deficiency by the General Rules and Regulations Governing Exhibitions (RGMC/2015) issued by UNIMEV (the French Meeting Industry Council), the professional association of which the organiser is a member (see <http://www.unimev.fr/>).

## 18. APPLICABLE LAW - JURISDICTION

The relations between VINEXPO OVERSEAS and direct exhibitors and co-exhibitors are subject to French law. Any dispute relating to the drawing-up, implementation and interpretation of the agreement binding the parties shall fall under the jurisdiction of the courts competent for the location of VINEXPO OVERSEAS's head office.

## 19. CANCELLATION IN CASE OF FORCE MAJEURE OR AN INSUFFICIENT NUMBER OF EXHIBITORS

**Force majeure** - Should it be impossible to hold the exhibition at the intended venue due to force majeure or external causes independent of the organiser, the organiser may decide to notify exhibitors that their accepted applications have been cancelled, without such a decision giving rise to compensation.

The sums remaining, after any expenses incurred have been paid, would be shared out between the exhibitors in proportion to the sums received, without this entitling them to claim damages.

**Insufficient number of applications** - The organiser may also cancel or postpone the exhibition if on the closing date for applications it deems that a manifestly insufficient number of exhibitor applications has been received. In such circumstances, accepted exhibitors would be refunded the full amount already paid.

Exhibitors accept, until the closing date for applications, all risks associated with the exhibition not taking place, and agree in particular to bear any costs incurred.