

The Mediterranean Special Event for Exhibitions, Conferences and Corporate Meetings 6-9 December 2008 Helexpo Palace, Athens, Greece www.exporamashow.com

# **Terms and Conditions**

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# A. TERMS OF REFERENCE

In these Terms and Conditions the following definitions shall apply:

1. The "Contract" shall mean the agreement signed between the Exhibitor and the Organizers, comprising the Application Form, the present Terms and Conditions and the Exhibitor Manual.

2. The "Exhibition" shall mean EXPORAMA SHOW - The Mediterranean Special Event for Exhibitions, Conferences and Corporate Meetings.

**3.** The **"Exhibition Venue**" shall mean HELEXPO PALACE, 39 Kifissias Avenue, Athens, Greece.

4. The "Exhibitor" shall mean the legal entity, the individual or their legal representative, who agreed on the terms of the present contract.

5. The "Organizers" shall mean EXPORAMA CROSSMEDIA, which are a division of OSTRAKO SA.

**6.** The **"Exhibitor Manual**" shall mean the document supplied to the Exhibitors by the Organizers prior to the Exhibition, which contains practical aspects for their participation and the Exhibition operation.

# B. EXHIBITION GROUNDS - DURATION - OPENING HOURS

**1.** EXPORAMA SHOW will take place from Saturday 6 December to Tuesday 9 December 2008, at the HELEXPO PALACE Exhibition and Conference Centre. The Exhibition will remain open from 12:00 until 20:00 on weekdays and from 10:00 until 20:00 in the weekend.

2. The Organizers reserve the right to alter the opening hours of the Exhibition, in which case there shall be no financial claim by the Exhibitors. The Exhibitors' stands must operate within the Exhibition opening hours.

### C. EXHIBITORS-EXHIBITS

1. The exhibited products and services shall have to be relative to the Events Industry and their operation or use shall have to comply with the State laws and rules in force. No other product or service shall be exhibited, with the exception of those displayed at the sponsored meeting points or those having a permit by the Organizers.

2. The Organizers, at their discretion, decide on the suitability of the exhibited products or services and reserve the right to forbid the exhibition or advertisement of products or services, which contradict the present terms or are not consistent with the aims of the Exhibition.

**3.** By participating in the Exhibition, the Exhibitor grants the constant right to the Organizers to use, display and register their name on any exhibiting companies catalogue, as well as use their name in the promotional material of the Exhibition.

The Organizers are not responsible for any errors or omissions in the information published on any catalogue or promotional

material. The Exhibitor may, when granted a permit, use the Exhibition logos.

#### **D. PARTICIPATION**

1. The Exhibitor must fill in, sign and send the Application Form to the Organizers in order to reserve their space at the Exhibition. After the end of this procedure and after the fulfillment of the financial and other terms, the Organizers shall include the Exhibitor on the Exhibition participants list. Signing the Application Form implies complete, unconditional and irreversible acceptance of the Contract terms on behalf of the Exhibitor.

2. The Exhibitor shall receive a written confirmation of their participation, which merely constitutes the exclusive right for exhibiting and may under no circumstances be considered a lease of any type.

**3.** The Organizers reserve the right to alter the position, size or shape of the space allocated to the Exhibitor. Such alteration imposes no greater liability for monies on the Exhibitor than that undertaken in the Contract.

**4.** The Exhibitor has no right to assign or sell their participation right nor sub-let, share or distribute part or whole of their allocated space nor host representatives, products, equipment, signage or advertising material of other companies besides theirs without the written consent of the Organizers.

# E. STANDS DESIGN AND CONSTRUCTION

**1.** The Exhibitor is obliged to comply with the instructions about the stands construction and appearance specified in the Exhibitor Manual.

2. The Exhibitor must remain within the boundaries of their own space and not set up constructions or exhibit products in such a manner as to obstruct the view, cause damage or disadvantageously affect the display of the other Exhibitors' products. The rear and the roof of the construction, which are on common view, must be elegantly covered.

**3.** The Exhibitor is obliged to submit a certification by a qualified engineer for the constructions made in their allocated space, upon request by the Organizers.

**4.** The Exhibitor using their space for a special-construction stand must send their stand design drawings or perspectives to the Organizers for approval, on the dates specified in the Exhibitor Manual.

### F. STANDS BUILDING AND DISMANTLING

1. The Exhibitor is obliged to comply with the stands build-up and brake-down times as specified in the Exhibitor Manual.

2. During the preparation, operation and dismantling of the Exhibition, the transportation, storage and safeguarding of the stand exhibits and equipment are the Exhibitor's exclusive liability and the Organizers bear no responsibility whatsoever for any accident suffered by the Exhibitor's personnel, irrespective

 

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of the type of labour contract between them. It is particularly recommended to the Exhibitors to make an all risks insurance with an insurance company of their preference.

3. The Exhibitor is obliged to leave the space assigned to them in the exact same state as it were when delivered to them. In case the Exhibitor fails or omits to do so, the Organizers shall have the damages repaired, however the restoration cost shall fall upon the Exhibitor.

**4.** During the Exhibition it is strictly forbidden to move or transport exhibits or perform any type of work in the Exhibitors' stands.

**5.** The use of screws, nails and other such items on the floor and in any other part of the Exhibition Centre is not permitted. It is also forbidden to cause any type of distortion or damage to the construction framework of the Exhibition Centre. In case of such an incident, the Exhibitor responsible for it shall be charged for the restoration.

#### G. STAND OPERATION-MANAGEMENT

1. The Exhibitors' stands must be manned and open for business during the Exhibition hours. Any Exhibitor failing for any reason to occupy their assigned space at least one hour prior to the opening of the Exhibition or leaving their space unattended during the Exhibition, automatically forfeits their rights to the space and can have no claim over the Organizers.

2. Distributing samples, printouts and any other type of promotional material as well as setting up advertising banners must be restricted to the exhibit booth assigned to the Exhibitor. The aisles, passageways and overhead space remain strictly under the control of the Organizers.

3. The Exhibitor must not use their space for any unlawful purpose or act in a way that may become a nuisance to or give cause for reasonable complaint from the neighbouring stands, the owners of the Exhibition Centre and/or the visitors of the Exhibition.

**4.** The use of sound amplifying equipment is permitted only to a degree that no excessive noise is produced.

5. The Organizers shall issue official accreditation badges of admission to the Exhibition for Exhibitors, Visitors, VIP guests and the MEDIA. No admission to the Exhibition shall be permitted without such an accreditation. The Organizers reserve the right to cancel and withdraw, at their discretion, the admission badge issued to any attendee, if complaints concerning their conduct are made.

**6.** Moving, keeping and using flammable or explosive substances in the Exhibition Centre is not permitted.

#### H. SUSPENSION-CANCELLATION

1. The Organizers shall have the right, at all times, to postpone or cancel the Exhibition in whole or in part due to circumstances beyond their reasonable control (such as Acts of God, Act of

War, governmental emergency, labour strike, unavailability of the exhibit facility etc) or in the event that the insufficient Exhibitor participation and their support for the Exhibition is evident. In case of a final decision on suspension or cancellation of the Exhibition, the Exhibitor shall be entitled to a reimbursement equal to the rental payment for their exhibit space. After this refund, the Organizers shall not be further responsible to the Exhibitor in respect of any of their claims.

**2.** The Exhibitor may for any reason cancel their participation in the Exhibition, as long as they notify the Organizers in writing. In case of a cancellation by September 30, 2008, the Exhibitor shall be only charged the amount of the deposit paid, while in case of a cancellation after the above date the Exhibitor shall be liable to the remaining 60% of the total amount.

#### I. FINANCIAL AGREEMENT

**1.** The participation cost shall be paid by the Exhibitor as follows:

• Payment of 40% of the total amount is to be made upon signing the Application Form.

• Payment of the remaining 60% of the total amount is to be made by October 31, 2008.

2. The total amount includes the cost of the allocated space, the cost of the shell scheme package (upon request by the Exhibitor) and the respective VAT.

**3.** It does not include the cost of any additional supplies (in accordance with the Exhibitor Manual), which must be paid prior to the allocation of the space to the Exhibitor.

**4.** Upon each payment, a receipted invoice shall be issued to the Exhibitor.

**5.** The space assigned to the Exhibitor shall be delivered to them only if they have entirely fulfilled their financial responsibilities towards the Organizers by October 31, 2008. Otherwise, after the above date, the Organizers may use the allocated space at their discretion and the remaining 60% of the total amount shall be then due and claimable.

# J. ALTERATIONS-ADDITIONS

 The Organizers have the right to alter, revoke or supplement certain participation terms if it is considered essential for the improvement and enhancement of the Exhibition. These alterations are automatically incorporated to the Contract and are binding for the Exhibitor immediately after their announcement.
Any agreement between the Organizers and the Exhibitor is valid only if certified in writing.

**3.** Any disputes, which may occur upon execution of the present Contract, come within the jurisdiction of the courts of Athens.

**4.** In case of any dispute as to the interpretation of the terms of this Contract, as a result of their translation into a foreign language, the Greek version shall be considered authoritative and prevail.



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