

## **Viaggiatori – Swiss International Holiday Exhibition - Technical Terms and Conditions**

- 1) TITLE AND OBJECT OF THE EVENT** The official title of the event is “I Viaggiatori”, the Swiss International Holiday Exhibition. **2) EXHIBITION ORGANIZER** - The Organization of the Swiss International Holiday Exhibition, edition 2010 is PromAx Communication SA, via Purasca, 28 – 6988 Ponte Tresa - CH, that will be following named PromAx.
- 3) PLACE, DURATION AND OPENING HOURS**- The Swiss International Holiday Exhibition will take place in the pavilions of the Expo Centre of Lugano, Campo Marzio street, 6900 Lugano. The dates and the timetable are available on the contract and on our official web site [www.ivaggiatori.org](http://www.ivaggiatori.org). The above mentioned timetable is valid for the general public, whereas for the exhibitors and their personnel the entry is one hour before that of the visitors.
- 4) EXPIRY DATE FOR SUBSCRIPTION AND STAND POSITION CONFIRMATION** - The final date for the subscription is fixed on 30th September 2010. The definitive confirmation of the location of the stand will be communicated by the organizing office by 25th October 2010.
- 5) STAND FURNITURE AND ASSEMBLING** - The furniture is obligatory supplied by the organizing office. It is possible to order some accessories and, with regard to this, check the accessories list attached to the document. The companies that purchase an island stand - that is with all four sides open - may supply their own furniture. The timetable for the stand's assembly is the following: Friday, 29 October 2010 from 8.00 to 20.00. Exhibitors that might need more time to furnish the stand must contact the organizing office.
- 6) BLOW UP** - Blow-up requested are made by an external company. PromAx will be in charge of the delivery of the blow-up reserving the right of some little changes on the size, colours and materials without any notice. The original file for the print of the blow up has to be sent to PromAx, via Purasca, 28 – 6988 Ponte Tresa - CH, strictly within the 5<sup>th</sup> of September.
- 7) STAND CLEANING** - The cleaning of the stands is obligatory for all the exhibitors and will be carried out during the night, or before the opening hours.
- 8) STAND DISMANTLING** - The timetable for the stand's dismantling is: 1st November 2010 from 16.30 to 21.00; 2<sup>nd</sup> November 2010 from 8.00 to 19.00. It is absolutely not permitted starting to dismantle the stands before the official closing time. Such behaviour will be fined 2000-- CHF (photos and testimonies will be considered as proof). The exhibiting companies are kindly invited to assure the constant presence of at least one person in the stand until the clearing of goods is completed. The Direction declines every responsibility for any missing goods. By 19.00 on 2nd November, the objects and decorations of the stands will have to be completely removed. Further instructions will be given to the exhibitors during the course of the fair.
- 9) ACCEPTANCE OF THE GENERAL TERMS** The exhibitor commits himself to participate to the exhibition in the assigned stand and to accept definitely the entire regulation and all the supplementary instructions that will be eventually adopted by PromAx, to the exhibition's advantage. The organizing office decides on the eventual participation of a firm according to the regulations in force valid for all the participants to the fair. The application form doesn't confirm your right to participate. The subscription is valid only for that exhibition, for the firm subscribed, and for the products and services signed.
- 10) PARTICIPATION AND PAYMENTS** - The prices of the exhibition solutions and of the eventual accessories are calculated from the official price list of the Exhibition. The invoicing will be based on the exhibition area assigned without taking into consideration projections, pillars, connections for installations and other fixed constructions. Projections, pillars, connections for fixed installations that are found on the area of the stand will not authorize any reduction on the prices. The contract has to be signed by the legal representative and accompanied by the advance rent payment (plus VAT if requested) for the total of the exhibition solutions requested. The total sum has to be sent to PromAx or to the other firms eventually named by PromAx by bank transfer. The balance of the sum has to be paid in full without deduction within and not over June 30<sup>th</sup> 2010. The invoices issued after June 30<sup>th</sup> 2010 will have an immediate expiring date. The amount due, if not accredited on PromAx bank account, will have to be due “cash” the first day before the check in. The payment made within the expiry day is the necessary condition to enter the stands. In case of arrears, the interest will be calculated on a percentage equal to the discount increased of 3%. In case of payment delay the organizing office has the authority to terminate the contract stipulated with the exhibitor. To the advantage of the Organization, on the base of the credit for the stand's area rent, there is a pawn on the exposed goods. Possible contestations concerning the invoice should be notified by the exhibitor without delay, within two weeks from the receiving of it. The Organization cannot take into consideration the notifications presented after the above mentioned term.
- 11) ADMISSION CONFIRMATION** - The Organization decides on the exhibitors' participation for all those who made the subscription request to accede according to the current regulations. The application form doesn't confirm your right to participate. PromAx will give tacit confirmation within 9 days on receiving the application form. The request will be valid only for the named firm. After the 9 days term, the application form will be equivalent to a contract. The request is valid only for the current event, for the named firm, for the products and services signed. The goods that don't appear in the product list cannot be exposed.
- 12) RENUNCIATION** - In case of proved impossibility to attend the fair, the Exhibitor can request the cancellation of the contract, sending a written application with a recording delivering letter with advice of delivery. PromAx, in case of withdrawing, will enforce the following penalty: 25% of the entire participation cost for cancellation occurred within 30 days from the validity date of the contracts signed within June 30<sup>th</sup> 2010, 50% of the entire quote for cancellation occurred within June 30<sup>th</sup> 2010 and 100% of the amount due for cancellation over June 30<sup>th</sup> 2010. For all the contracts signed after June 30<sup>th</sup> 2010 no cancellation will be possible, so the subscription from July 1<sup>st</sup> 2010 will give PromAx the right to invoice the 100% of the amount due. All the sums paid starting from July 1<sup>st</sup> 2010, seen the no cancellation chance over this date, will be acquired by PromAx which will otherwise acquire, in case of renounce, of the exhibition areas become available.

**13) TRANSFER** - The transfer, also for free, of the own stand or part of it it's absolutely not permitted. The inobservance of that disposition will cause the immediate rescission of the contract and the consequently closing of the stand without any refund in favour of the adherent.

**14) STAND SPACE ASSIGNMENT** - There is no right to claim the assignment of the stand space in a particular pavilion or sector of it. PromAx has the right to change the assigned location and position of the stand, to alter the conformation or dimensions if needed, to move or close entrances and exits, to modify the pavilions' structure, without any claim from the exhibitor. The assignment of stands is decided by PromAx on the base of the general advantage of the exhibition and the requests indicated by the applicant. Any Exhibitor request regarding the stand size (es: 8mx4m, 8mx2m ect.) it's purely as an indication. The direction doesn't guarantee the respect of the dimensions requested and reserves itself to communicate the effective size as article 4 declare.

**15) EVENTUAL CHANGES OF THE EXHIBITION AREA** - Since PromAx reserves itself the right to modify the location, the placing, the configuration or the size of the exhibition area, the maximum increase or decrease of it will not exceed the 20% of the total exhibition area initially bought from the exhibitor. If, for technical reasons, the exhibition area, available for the exhibitor, should be bigger and/or with one, two or more open sides with respect to the one planned, PromAx will ask for the total payment of the service given and the additional area, in the days immediately before the exhibition o directly at the Exhibition Centre, according to the official edited price list.

**16) CO-EXHIBITORS** - The exhibitors are not allowed to move, exchange, share or give access to any third parties not even a part of the assigned exhibition area without the Organization's previous authorization. Another company's use of part of the stand, with its own products, sign and staff (co-exhibitor) needs a special written request and the Organization's permission. This is also valid for those firms who have not fulfilled one of the points stated before (represented firms). The Organization has the right to ask for a participation fee (subscription tax) for the co-exhibitors and represented firms taking part, plus other eventual costs that have to be paid by the exhibitor. For the admission of co-exhibitor and represented firms are valid the statements mentioned in point 10. For such firms the participation conditions are valid as far as they are applicable. If the exhibitor allows one or more co-exhibitors, one or more represented firms to operate within his exhibition area without proper authorization, the Organization has the right to terminate the stipulated contract without notice and to request the clearing of the exhibition area at the risk and costs of the exhibitor. Even after a regular admission of the co-exhibitor, the contractual relationship is still valid between the Organization and exhibitor only, the latter being responsible for all his, and his co-exhibitors' or represented firms' infractions to the rules. If more than one firm wants to share an exhibition area and participate collectively to the event, every one of them is singularly bound to the present conditions of participation. Moreover, the exhibitors are invited to indicate a common representative as interlocutor already in the application form. In case of a collective use of the stand the Organization consider all firms totally responsible for everything relating to the rent participation payment and to the other costs, as well as for the fulfilment of all obligations independently of their cause.

**17) SELLING DURING THE EXHIBITION:** Selling is permitted during the course of the exhibition.

**18) EXHIBITORS LIST** - On the occasion of the Swiss International Holiday Exhibition, PromAx publishes the Exhibition Official Exhibitors List containing, besides possible advertising for payment, the list of all the participating firms, in alphabetical order. The insertion in the alphabetical list is binding and subject to some costs for the exhibitors and co-exhibitors. The prices are listed in the application form. If, by the subscription expiring term indicated in the proper form, the exhibitor has not communicated the right data to be inserted, the transcription in the list will be done, for payment, according to the data indicated in the application form. The advertiser is responsible for the contents of the insertion and of the annotations, and for the eventual resulting damages.

**19) OFFICIAL CATALOGUE – TERMS OF USE** - The official catalogue (the autumn edition of the Guida Turistica Svizzera) application form received by our office is immediately binding for the customer, with exemption from the communication of acceptance by PromAX, that has the faculty to accept or not the order. The arrangement of the spaces is bound to the typographic approach of the Guide. The publishing of the insertions is subject to the editor's unquestionable decision, who has the faculty to reject the insertions not suitable to the publishing. In case of errors or omissions indisputably ascribable to PromAX, if the insertion is partially useful to the advertiser, the customer has to pay for it, but with a discount on other spaces of the mentioned Guide. PromAX is not responsible for any damage of any kind, directly or indirectly due to the use of the service it offers. PromAX do not answer for eventual damages occurred to the material of the consumer nor for the entire loss of the printed and published information nor for errors included in the information provided. The present condition is valid also after the legal duration of the contract, both because of the expiry date or of the interruption of the same. The material provided for the publication will not be returned and for any new publication new material has to be provided. According to the law 675/96 regarding the "Defence of the people and other subjects with regard to the use of the personal data", the consumer authorizes to the use of the personal data.

**20) BADGES FOR THE EXHIBITORS** - The participants, in quality of exhibitors, have the right to receive a free badge. This is valid from the first day, dedicated to the assembling, to the last day, dedicated to the dismantling and will be distributed according to the following criterions:

2 badges for a stand up to 12 squ.m

3 badges for a stand up to 21 squ.m

4 badges for a stand up to 32 squ.m

5 badges for a stand up to 40 squ.m

6 badges for a stand over 40 squ.m

The badges can be directly collected at the check-in.

**21) PHOTOS AND DRAWINGS** - PromAx is allowed to take photographs of the exhibition areas and to use the relating reprints, without any possibility to ask for a compensation.

**22) ADVERTISING** - The exhibitors are allowed to distribute illustrative material only within their exhibition space. No posters can be put up outside their stand area. Any other kind of advertising is forbidden outside one's exhibition area, including also the itinerant promotion on the passages, on the avenues and in proximity to the Expo Centre. Eventual breaches of the above mentioned rules will cause the application of fees fixed by PromAx.

**23) CIVIL RESPONSABILITIES** - The exhibitor is responsible for any eventual damage to other people or to himself within his exhibition area. The exhibitor must to subscribe an insurance policy through the organizing office. The organization is not responsible for any service made from subjects considered third-party to it – included carriers, couriers, provider of any kind, etc – that should involve the non-delivery of the goods in the fixed place and for any cause also resulting from eventual clearance.

**24) SECURITY SERVICE** -The Organization provide for a daytime and night general security service for the pavilions. Stand's care and all the materials included in them during the assembly, dismantling and opening our of the pavilions are responsibility of the Exhibitors. So it is obligatory for the Exhibitors to stay in the stands with their staff during the opening hours and to stay there also till the evening closing time.

**25) DAMAGES TO THE STANDS** - The exhibition areas must be returned in the same conditions as they were given. The repairing costs are in charge of the exhibitor, who is also responsible for the observance of the special rules for the use of all structures and technical systems.

**26) CHANGES TO TERMS AND CONDITIONS** PromAx intends to establish rules and instructions considered convenient to improve the management of the exhibition and of the relating services, even notwithstanding the present regulation. Such rules and instructions have the same value of the present terms and for this reason they have compulsory at the same level. In case of non-fulfilment of the above mentioned regulations, PromAx reserves the right to close the assigned exhibition areas. In this case the exhibitor has no right to any claim for refunds or compensations.

**27) MAJOR FORCES** - In cases of absolute necessity or because of organizing reasons considered proper by PromAx, the dates of the exhibition may be changed or the exhibition even cancelled. In this second case PromAx, absolved all the commitments towards third parties and covered every kind of organizing costs paid, will share out among the exhibitors, according to the amount paid for the sq.m required, the remaining burdens within the caution money anticipated. The available proportional sums will be returned to the participants. PromAx cannot be sued for damages in any case.

**28) PRIVACY INFORMATION FOR THE EXHIBITORS** - Promax, owner of the treatment, deals with personal data given by the Exhibitor also in a automatized way, for the purposes concerning the declared services and, subject to his consent, to update him on activities and offers from our firm. The giving of data is obligatory in order to enable the execution of the requested services; therefore the non-issuing of those data doesn't allow to execute the declared services. The subjects that will know this personal data besides the holder, will be the officers of the following business sectors: commercial, technical, administrative and press offices. The exhibitor consents that PromAx provides to insert personal data in the Exhibitors List of the event that will have a national and international diffusion. Moreover the Exhibitor with the conclusion of the present participation contract, agrees that PromAx inserts the given personal data, with promotional and advertising purposes, in the official event web site and in the exhibitors list that is sent, by e-mail, to the companies interested in receiving information on the event, as well as in its own database. The interested party may have rights of updating, correction, integration, cancellation, transformation, in an anonymous way, or the block of the treated data, applying to PromAx. Read the information, the Exhibitor through the subscription of the present contract of participation, expresses unequivocal consent to the treatment of the given personal data, for the purpose above described.

**The official and legal general rules and stand construction terms concerning the Swiss International Holiday Exhibition of Lugano are to be considered only those in Italian language.**

The undersigned person declares to know and approve all the conditions of this Technical Regulation .

Place and date

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Stamp of approval and Sign of the Person in charge

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The undersigned person declares to know and specifically approve the following articles: 4) 5) 8) 9) 10) 11) 12) 14) 15) 26) 27) 28)

Place and date -----