

# EXHIBITING PACK

 **VINEXPO**  
ASIA

HONG KONG

28-30

MAY  
2024



**PLEASE RETURN THE COMPLETED  
EXHIBITING PACK TO:**

VINEXPOSIUM  
10, rue Condillac  
33000 BORDEAUX  
FRANCE

+33(0)5 40 25 66 80  
sales@vinexposium.com

 An event by  
**VINEXPOSIUM**

VINEXPOASIA.COM #VINEXPOASIA    

# 1. COMPANY

**Company (exhibitor trade name):** .....

Reserved for direct exhibitors – Please specify the trade name you would like featured on the name board and in the online catalogue, no more than 35 characters.

**Business name:** .....

**Postal business name (name to appear on your invoice):** .....

**Address:** .....

**Postcode:** ..... **Town/city:** ..... **Country:** .....

**Telephone:** ..... **E-mail:** .....

**Website:** www. ....

**Business identification N° (SIRET):** ..... **Corporate structure:** .....

## PERSON IN CHARGE OF THE APPLICATION

This person will receive all information regarding organisation of the exhibition.

Mr. Ms.

**Last name:** ..... **First name:** .....

**Telephone:** ..... **Mobile n°:** .....

**E-mail:** .....

(An e-mail address is mandatory because it will be used for all correspondence regarding your attendance)

**Job title:** .....

## LEGAL REPRESENTATIVE

Mr. Ms.

**Last name:** ..... **First name:** .....

**Telephone:** ..... **Mobile:** .....

**Job title:** .....

## INVOICE ADDRESS (if different to that of the applicant)

**Business name:** .....

**Address:** .....

**Postcode:** ..... **Town/city:** ..... **Country:** .....

**Telephone:** ..... **E-mail:** .....

**Invoice contact last name:** .....

**Invoice contact first name:** .....



**EU members (including French companies), please provide your VAT number:**

.....

**For EU members except France:** you are exempted from French tax, please provide your valid VAT number above. **For non EU members:** you are exempted from French tax only if you provide a valid copy of your tax number in English or French (mandatory).

## 2. BUSINESS

### MAIN BUSINESS

Please tick **only one box** referring to your **Main Business**. If you work in several lines of business, you will be able to specify this subsequently in your catalogue presentation.

1. Producer
2. Merchant
3. Cooperative
4. Distributor
5. Official Partner
6. Professionnal organisation and institution
7. Press

### PRODUCTS

if 1, 2, 3 or 4 is ticked

You can tick **several boxes** if you work with **several products**.

- Still Wine
- Sparkling Wine
- Spirits
- Beer
- Cider
- Other Alcoholic Beverages
- Soft Drinks - Mixers
- No / Low ABV

### PRODUCER REGION

You can tick **several boxes** if you work in **several regions**.

#### FRANCE

- Alsace
- Beaujolais
- Bordeaux
- Burgundy
- Bugey
- Champagne
- Cognac
- Corsica
- Jura
- Languedoc
- Provence
- Roussillon
- Savoy
- South-West
- Loire Valley
- Rhone Valley
- Other region, please specify:

#### INTERNATIONAL

- Albania
- Algeria
- Argentina
- Armenia
- Australia
- Austria
- Belgium
- Bosnia-Herzegovina
- Brazil
- Bulgaria
- Canada
- Chile
- China
- Croatia
- Cyprus
- Georgia
- Germany
- Greece
- Hungary
- India
- Ireland
- Israel
- Israeli Settlement
- Italy
- Japan
- Lebanon
- Lithuania
- Luxembourg
- Macedonia
- Madagascar
- Malta
- Morocco
- Mexico
- Moldova
- New Zealand
- Peru
- Poland
- Portugal
- Romania
- Russia
- Serbia
- Singapore
- Slovakia
- Slovenia
- South Africa
- Spain
- Sweden
- Switzerland
- The Netherlands
- Tunisia
- Turkey
- Ukraine
- United Kingdom
- United States
- Uruguay
- Other country, please specify:

# 3. LOCATION ZONE

## LOCATION COMMENTS:

.....

.....

.....

.....

.....

Please, tick **only one box**

### FRANCE

- Alsace
- Beaujolais
- Bordeaux
- Burgundy
- Bugey
- Champagne
- Cognac
- Corsica
- Jura
- Languedoc
- Provence
- Roussillon
- Savoy
- South-West
- Loire Valley
- Rhone Valley

### INTERNATIONAL

- Albania
- Algeria
- Argentina
- Armenia
- Australia
- Austria
- Belgium
- Bosnia-Herzegovina
- Brazil
- Bulgaria
- Canada
- Chile
- China
- Croatia
- Cyprus
- Georgia
- Germany
- Greece
- Hungary
- India
- Ireland
- Israel
- Israeli Settlement
- Italy
- Japan
- Lebanon
- Lithuania
- Macedonia
- Madagascar
- Malta
- Morocco
- Mexico
- Moldova
- New Zealand
- Peru
- Poland
- Portugal
- Romania
- Russia
- Serbia
- Singapore
- Slovakia
- Slovenia
- South Africa
- Spain
- Sweden
- Switzerland
- The Netherlands
- Tunisia
- Turkey
- Ukraine
- United Kingdom
- United States
- Uruguay

# 4. RAW SPACE / NO EQUIPMENT

SPACES CAN ONLY BE BOOKED IN MULTIPLES OF 3 SQ.M.

	Rate (€ excl. VAT)
<b>1 OPEN SIDE (no corner)</b> – 6 sq.m. Only if you book the Standard Turnkey Stand (see below)	€425 / sq.m.
– 9 sq.m. minimum	€425 / sq.m.
<b>2 OPEN SIDES (1 corner)</b> – 18 sq.m. minimum	€435 / sq.m.
<b>3 OPEN SIDES (2 corners)</b> – 36 sq.m. minimum	€445 / sq.m.
<b>4 OPEN SIDES (4 corners)</b> – From 72 to 299 sq.m.	€455 / sq.m.
– From 300 to 599 sq.m.	€446 / sq.m.
– Over 600 sq.m.	€437 / sq.m.

# 5. STANDARD TURNKEY STAND (EQUIPPED STAND)

<ul style="list-style-type: none"> <li>✓ Book a STANDARD stand equipment corresponding to the raw space booked</li> <li>✓ Starts at 6 sq.m.</li> <li>✓ Works with multiples of 3 sq.m.</li> </ul>	Rate (€ excl. VAT)
<p>RAW SPACE PRICING</p> <p><b>+ €225 / sq.m.</b></p>	

<b>STANDARD equipment includes:</b>	6 sq.m.	9 sq.m.	18 sq.m.	36 sq.m.	72 sq.m.
✓ Carpet	✓	✓	✓	✓	✓
✓ Seamless Panel partition wall 2.5 mH	✓	✓	✓	✓	✓
✓ Storeroom with lockable door	1x1m	1x1m	2x1m	4x1m	2x6m
✓ Fascia board (1m x1m) with exhibitor's logo	1	1	2	3	6
✓ Electrical socket 500 W	1	2	3	5	8
✓ 13 W LED Longarm spotlight	1	4	7	14	28
✓ <b>Furniture pack:</b>					
Reception counter modular system (1.030 x 0.535 x 1 mH) with the exhibitor's logo	1	1	1	3	6
White round table	1	1	2	4	8
White chairs	3	3	6	12	24
Showcase with 2 layers shelves (0.535 x 0.535 x 2 mH) & 1inox5W LED downlight	-	1	3	6	12
Wastepaper basket	1	1	2	4	8
✓ Available in 4 colored themes	✓	✓	✓	✓	✓

# 5. STANDARD TURNKEY STAND (EQUIPPED STAND)

## ENJOY A READY-TO-EXHIBIT SOLUTION:

turnkey stands are fully equipped and designed by Vinexposium.

**Book a stand equipment corresponding to the raw space booked.  
Optional: options and special requests will be quoted on demand.**



EXAMPLE OF A STANDARD TURNKEY STAND  
1 OPEN SIDE - 9 SQ.M



EXAMPLE OF A STANDARD TURNKEY STAND  
2 OPEN SIDES - 18 SQ.M



EXAMPLE OF A STANDARD TURNKEY STAND  
3 OPEN SIDES - 36 SQ.M



EXAMPLE OF A STANDARD TURNKEY STAND  
4 OPEN SIDES - 72 SQ.M

NON CONTRACTUAL PICTURES

# 6. PREMIUM TURNKEY STAND (EQUIPPED STAND)

	Rate (€ excl. VAT)
<ul style="list-style-type: none"> <li>✓ Book a PREMIUM stand equipment corresponding to the raw space booked</li> <li>✓ Starts at 12 sq.m.</li> <li>✓ Works with multiples of 3 sq.m.</li> </ul>	<p>RAW SPACE PRICING</p> <p><b>+ €515 / sq.m.</b></p>

<b>PREMIUM equipment includes:</b>	12 sq.m.	18 sq.m.	36 sq.m.	72 sq.m.
✓ Carpet	✓	✓	✓	✓
✓ Wooden side panel 2.5 mH	✓	✓	✓	✓
✓ Wooden front shelving with LED lights (fully colored)	✓	✓	✓	✓
✓ Wooden back showcase shelves with LED lights (fully colored)	✓	✓	✓	✓
✓ Wooden lockable storage (fully colored) (including coat peg, space for fridge, space for racks of glasses)	✓	✓	✓	✓
✓ Square lighthbox fascia with company logo (1 x 1 m)	1	2	3	6
✓ Electrical socket 500 W (one socket is 24hrs)	2	3	6	12
✓ Downlights: 5 W LED	6	12	24	46
✓ Spotlights: 13 W LED	2	2	-	-
<b>✓ Furniture pack:</b>				
Reception counter (fully colored) 1.2m x 0.35m x ht1,05m with the exhibitor's logo	1	1	2	4
Round table	1	2	4	8
Chairs	3	6	12	24
Fridge 120 L	1	1	2	4
Wastepaper basket	1	2	4	8
<b>Stand customization at extra cost:</b> the façade of the reception counter in the color of the company's logo, poster on the partition wall, showcase with lightbox background	✓	✓	✓	✓
✓ Available in 3 different designs	✓	✓	✓	✓
✓ Available in 4 colored themes	✓	✓	✓	✓



# 6. PREMIUM TURNKEY STAND (EQUIPPED STAND)



AVANA

EXAMPLE OF A PREMIUM TURNKEY STAND  
1 OPEN SIDE - 12 SQ.M



SOLARIS

EXAMPLE OF A PREMIUM TURNKEY STAND (SOLARIS)  
1 OPEN SIDE - 12 SQ.M



SILA

EXAMPLE OF A PREMIUM TURNKEY STAND (SILA)  
1 OPEN SIDE - 12 SQ.M

# 8. TURNKEY PAVILION (EQUIPPED STAND)

<ul style="list-style-type: none"> <li>✓ Book a TURNKEY PAVILION equipment corresponding to the raw space booked</li> <li>✓ <b>3 open sides</b> - 2 corners - 8 co-exhibitors - min. 36 sq.m.</li> <li>✓ <b>4 open sides</b> - 4 corners - 16 co-exhibitors - min. 72 sq.m.</li> <li>✓ Works with multiples of 3 sq.m.</li> </ul>	Rate (€ excl. VAT)
<p>RAW SPACE PRICING</p> <p><b>+ €360 / sq.m.</b></p>	

<b>TURNKEY PAVILION price includes:</b>	36 sq.m. /2 corners	72 sq.m. /4 corners
✓ Carpet	✓	✓
✓ <b>Structure:</b>		
Storeroom with lockable door and shelving units	2m x 2m x ht2.5m	2m x 6m x ht2.5m
Tower	2m x 2m x ht1m	2m x 6m x ht1m
✓ <b>Furniture pack:</b>		
System counter with fascia and poster partition counter	x8 1m x 0.5m W x 1m H	x16 1m x 0.5m W x 1m H
White round table	2	4
White chairs	8	16
Fridge 120 L	1	2
White bar stools	8	16
Waste paper bin	8	16
✓ <b>Graphics:</b>		
Storeroom	2nos x 2m x ht2.5m	2nos x 2m x ht2.5m
Tower signs	3nos x 2m x ht1m	2nos x 2m x ht1m 2nos x 3m x ht1m
Counter front: logo	8nos x 1m x 1m	16nos x 1m x 1m
Counter fascia	8nos x 0.75m x 0.30m	16nos x 0.75m x 0.30m
✓ <b>Lighting:</b>		
Spotlights: 70W HQI longarm (warm light)	3	8
Electrical sockets: 500W (one socket is 24hrs)	4	8

**Optional items** at extra costs (counter, showcase, furniture, fridge, sink ...) to customize the Pavilion to be added from a catalogue

# 8. TURNKEY PAVILION (EQUIPPED STAND)



NON CONTRACTUAL PICTURES

# 9. WOW! WELCOME TO THE ORGANIC WORLD

RAW SPACE COSTS AND EXHIBITOR PACK ARE INCLUDED IN WOW! COUNTER

✓ 1 Individual tasting counter

€2,800

## Price includes:

## Individual counter

✓ Exhibitor signage

✓

✓ Furniture pack:

Modular system counter

1

Bar Stool

1

Waste paper basket

1

✓ 1 General shared storeroom:

1 Table

✓

Water sink with connection

✓

2 Wine Cellar (400L) with 24hrs socket

✓

1 Freezer for ice storage with 24hrs socket

✓

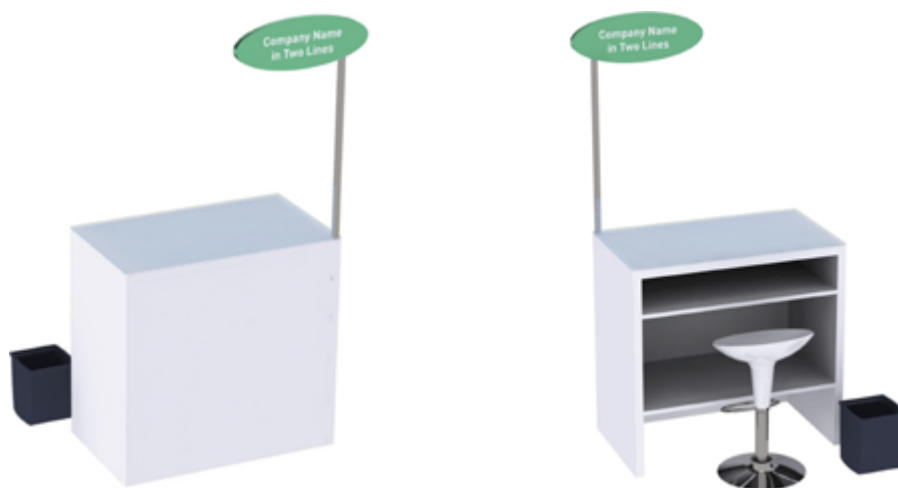
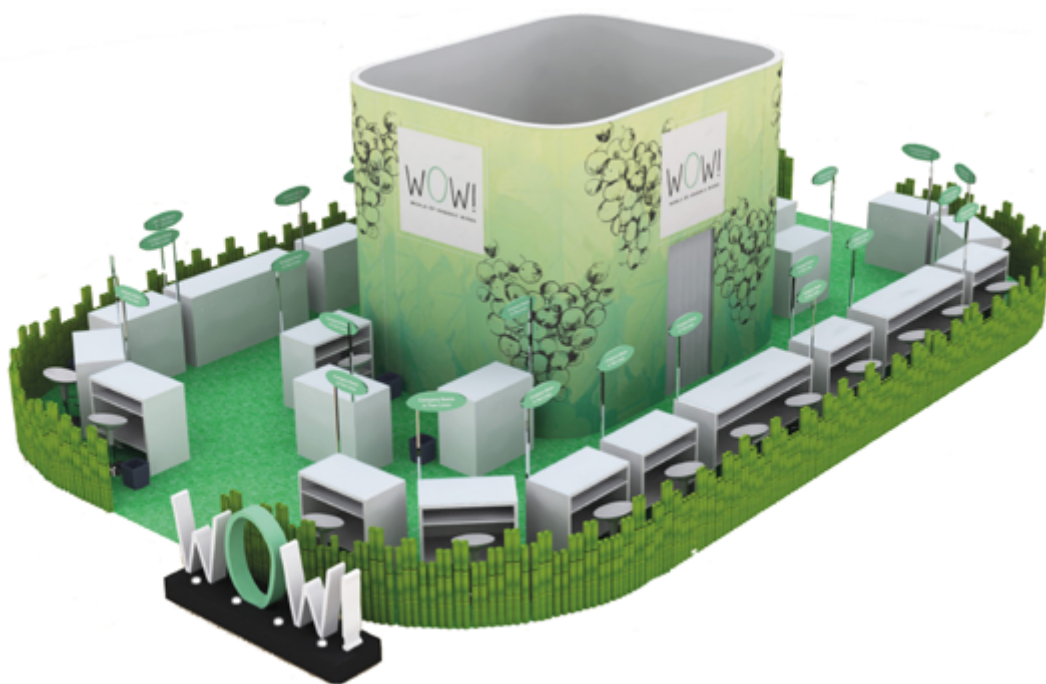
2 System made storage rack

✓

Dustbins for sorting waste

✓

# 9. WOW! WELCOME TO THE ORGANIC WORLD



NON CONTRACTUAL PICTURES

# 10. YOUR CHOICE OF STANDS

## A. STANDS

	2024 rate	Quantity	Total excl. VAT
<b>RAW SPACE ONLY</b>			
<b>Raw space only</b>	<b>1 open side</b> - min. <b>6 sq.m.</b> + Standard turnkey stand mandatory	€425/sq.m.	X ..... €..... excl. VAT
	<b>1 open side</b> - min. <b>9 sq.m.</b>	€425/sq.m.	X ..... €..... excl. VAT
	<b>2 open sides</b> - min. <b>18 sq.m.</b>	€435/sq.m.	X ..... €..... excl. VAT
	<b>3 open sides</b> - min. <b>36 sq.m.</b>	€445/sq.m.	X ..... €..... excl. VAT
<b>Raw space only</b> <b>4 open sides</b>	<b>from 72 to 299 sq.m.</b>	€455/sq.m.	X ..... €..... excl. VAT
	<b>from 300 to 599 sq.m.</b>	€446/sq.m.	X ..... €..... excl. VAT
	<b>over 600 sq.m.</b>	€437/sq.m.	X ..... €..... excl. VAT

## TURNKEY STANDS

Book a stand equipment corresponding to the raw space booked  
- Spaces can only be booked in multiples of 3 m<sup>2</sup>

<b>Standard turnkey stand</b>	min. <b>6 sq.m.</b>	RAW SPACE PRICING + €225/sq.m.	X ..... €..... excl. VAT
<b>Premium turnkey stand</b>	min. <b>12 sq.m.</b>	RAW SPACE PRICING + €515/sq.m.	X ..... €..... excl. VAT
<b>Turnkey Pavilion</b>	min. <b>36 sq.m.</b>	RAW SPACE PRICING + €360/sq.m.	X ..... €..... excl. VAT

## WOW! Welcome to the Organic World

Raw space costs and exhibitor pack are included in WOW! counter

<b>WOW! counter</b>	€2 800	X ..... €..... excl. VAT
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**Sub-total A:** €..... excl. VAT

## B. EXHIBITOR PACK

The EXHIBITOR PACK is mandatory for all exhibitors (except for the WOW! counter).

<b>EXHIBITOR PACK</b>	<b>€750</b> excl. VAT	x .....	€..... excl. VAT
<b>CO-EXHIBITOR PACK</b>	<b>€750</b> excl. VAT	x .....	€..... excl. VAT

**Sub-total B:** €..... excl. VAT

<b>SERVICES:</b>	
Access to your exhibitor area allowing you to manage your registration 24h/24	✓
3 exhibitor entry badges (1 extra badge per 9 sq.m only for the main exhibitor)	✓
1 tasting kit	✓
Spittoon emptying service	✓
RIEDEL Glasses + Free washing and delivery	✓
Free ice supply	✓
<b>COMMUNICATION:</b>	
Presentation of your company and your appellations in the online catalogue of the event	✓
Limited request for meetings before the event and messages (1 month before and 2 weeks after the event)	✓
Your company featured on the floor plan	✓
Media kit: customized web banner with your logo and your stand number	✓
<b>E-INVITATIONS:</b>	100

# 11. TOTAL AMOUNT

**Sub-total A:** €..... excl. VAT

**Sub-total B:** €..... excl. VAT

**Total registration fees excl. VAT (A+B)** € ..... excl. VAT

**20% VAT (for liable companies\*)** € .....

**IMPORTANT:** We remind you that the publication of the official Bulletin BOI-TVA-CHAMP-20-50-30-20141216 in date of 16/12/2014 modifies the rules of application of VAT for services provided and invoiced by Exhibition/Trade Organizers. This text states that the provision of spaces as well as services provided directly related to it are invoiced for taxable customers under VAT reverse charge mechanism. This means that they are not subject to French VAT. Our services are governed by Directives 2008/8/CE and 2008/9/CE and articles 259 1\*, 259 2\*, 259 A 5\*a, 259 A 5\* bis of the French Tax Code 5CGI\*. Only French exhibitors who are liable for VAT and exhibitors who are not liable for VAT are required to pay French VAT. So to allow the application of these rules regarding your invoice, please be careful by filling your intra-European VAT number if applicable, and/or send us your company registration certificate for all foreign companies.



# 12. PAYMENT CONDITIONS

## PAYMENT SCHEDULE

Payment of the Total Amount Including VAT (for liable companies) will occur according to the following schedule:

1st payment at registration .....	15%
2nd payment before December, 31st, 2023 .....	40%
<i>If registration after December, 31st, 2023 payment of .....</i>	<i>55%</i>
Balance payment <b>15 days</b> after receipt of invoice <b>starting on March 15<sup>th</sup>, 2024</b> .....	45%
If registration <b>after April 15<sup>th</sup>, 2024</b> .....	100%

The corresponding invoices will be published in your online customer zone in the financial zone.

## PAYMENT METHOD

Tick the corresponding box

**Check made out to:** VINEXPO OVERSEAS ASIA - and to be sent to  
Accounting Department, 70 Avenue du Général de Gaulle - 92058 Paris La Défense Cedex France

**Bank Transfer** to VINEXPO OVERSEAS ASIA

**NB:** It is mandatory to attach the bank transfer statement to your application. Please confirm with your bank that the name of your company appears in full letters on the documents to avoid any difficulties in recognizing your payment. Bank transfer fees are the responsibility of the exhibitor.

### DOMICILIATION PAYMENT

**IBAN** - International  
Bank Account Number

### SWIFT

### BANQUE BNP PARIBAS (02837)

Centre d'Affaires Institutions  
Associations Fondations  
8-12 rue Sainte Cécile  
75450 Paris Cedex 09

FR76 3000 4028 3700 0111 6188 394

BNPAFRPPXXX

### CAUTION: ATTEMPTS OF FRAUD

- Third parties may usurp VINEXPO OVERSEAS ASIA and send you, by all means, false invoices relating to the show in order to obtain a payment from you.

### HOW TO AVOID THIS SITUATION

- Before making any transfer, check that the bank details on your invoice correspond to those on your application form.
- Please note the only postal address intended to receive checks: VINEXPO OVERSEAS ASIA - 70 avenue General de Gaulle - 92058 Paris la Defense cedex.
- In case of doubt and before any payment, contact your sales representative.

# 13. AGREEMENT

I confirm I have read and possess a copy of the General Terms and Conditions of **Participation**; the General Terms and Conditions of Sale for Communication Tools, and I accept all the clauses without restriction or reservation.

I will also read through all the information about the details of my participation in the Show, available in the "Practical Information" section of the Exhibitors' Space which can be accessed from the Show's website and will comply with all its provisions.

I will take out, with an insurance company, at least ten (10) days before the scheduled Show set-up phase, all necessary insurance policies to cover my legal liability as well as that of any person participating directly or indirectly in my business activities and/or those of my company, for any bodily injury, property damage and consequential loss caused to third parties during their participation and/or my company's participation in the Show (including during the set-up and break-down phases). Upon request, I will provide the Organiser with the corresponding current insurance certificate from my insurer stating the cover taken out, the sums involved and the period of validity. Failing this, the Organiser reserves the right to refuse me access to the Show, without this action giving me any right to compensation.

I am responsible for ensuring that the companies present on my stand respect the General Terms and Conditions of Participation. I am liable for any violation of said terms and conditions by the companies present on my stand, and I undertake to cover the Organiser in respect of any appeal, dispute, charge, judgement or miscellaneous outlay arising from these companies in respect of their participation in the Show.

**I acknowledge that, if my application to participate in the Show is approved by the Organiser, I will definitively be bound to participate in the Show. Failing that, I must pay a sum to the Organiser, in the name of the penalty clause, of 100% of the total price of my participation in the Show.**

**I hereby request to be registered as an Exhibitor at Vinexpo Asia Hong Kong 2024** and declare having the due authorisations and powers necessary to enter into a contract for this registration.

Signatory name (uppercase): .....

Signatory's position in the company: .....

Place: ..... Date: .....

Stamp:

*Your personal data are processed by the company VINEXPO OVERSEAS - 10 rue Condillac - 33000 BORDEAUX - FRANCE in order to in order to manage your registration and your participation in Vinexpo Asia Hong Kong 2024 in execution of the General Terms and Conditions of Participation and to be able to send you, in consideration of your consent and depending on your preferences news and business proposals related to the Show and VINEXPOSIUM group's others events and/or to the other events organised by COMEXPOSIUM Group companies and/or our partners' business proposals. Personal data to be provided without fail are indicated as such in the form. This information is essential for our company to meet your request. Your personal data are retained for a period of 5 years if the event for which you have expressed an interest is quarterly, half-yearly or annual or for a period expiring at the end of the 3rd edition following your last expression of interest if it is a biennial or triennial event. If applicable, the data relating to the credit card used at the time of purchase are retained for the duration of the transaction and, for the purposes of proof of the transaction.*

*The only parties with access to your personal data, within the limit of their respective remits, are: (i) our company's internal departments in charge of managing the Show, (ii) the service providers that the company has authorized in connection with the organization and management of the Show and, depending on your preferences, (iii) COMEXPOSIUM Group and (iv) partners.*

*You have the right to access and the right to correct data concerning you, and the right to delete, the right to oppose the processing of these data, the right to limit processing and the right to the portability of your data, which you can exercise at any time by writing, by electronic mail or post, to this address: VINEXPO OVERSEAS - VINEXPO ASIA HONG KONG - 10, rue Condillac - 33000 BORDEAUX - FRANCE or [privacy@vinexposium.com](mailto:privacy@vinexposium.com). You also have the right to make a claim to the CNIL (French data protection agency).*

*You may receive news and business proposals about the **Vinexpo Asia Hong Kong show** and **Vinexposium's** other events. If you do not wish to receive these, please check this box:*

*Please send me news and business proposals about the Comexposium Group's other events: Foire de Paris, Paris International Agricultural Show, etc*

*Please send me news and business proposals about the partners of **Vinexpo Asia Hong Kong***

*Please send me news and business proposals about the partners of **Vinexpo Asia Hong Kong** and of the Vinexposium Group.*

# 14. GENERAL TERMS AND CONDITIONS OF PARTICIPATION

## 1. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF PARTICIPATION

The present terms and conditions (hereinafter referred to as the "Terms and Conditions") shall apply to all those exhibitors (hereinafter referred to as the "Exhibitor(s)") who make a request for admission to the **VINEXPO ASIA HONG KONG 2024** show (hereinafter referred to as the "Show") organised by **VINEXPO OVERSEAS** (simplified joint stock company with a share capital of 56 000 € whose registered office is located at 10 rue Condillac - 33000 BORDEAUX - France, registered with Bordeaux Trade and Companies register under number 414 100 057, hereinafter referred to as the "Organiser") at the **Hong Kong Convention and Exhibition Centre - HKCEC** (hereinafter referred to as the "Site").

Within the context of its application form, the Exhibitor confirms having read through these Terms and Conditions, the General Rules for Commercial Events and, where available, any Specific Rules of the Show, as well as all the information concerning the details of the Exhibitor's participation in the Show, available in the "Practical Information" section of the Exhibitors' Space which can be accessed from the Show's website (hereinafter "Contractual documents"), and undertakes to accept all the clauses thereof, without reservation or restriction.

Any admission to the Show entails the Exhibitor's complete acceptance of the Contractual documents, except agreed otherwise between the Organiser and the Exhibitor.

The Organiser reserves the right to modify these Terms and Conditions without notice. Any changes hereto will be previously brought to the Exhibitor's attention.

Modifications resulting from changes in the applicable regulations and/or relating to health and personal and/or property safety will have immediate effect, without the need to obtain any approval or sign any document on the subject. These modifications will be brought to the attention of the Exhibitors without delay, without them being entitled to claim any compensation in relation to these amendments.

## 2. COMMITMENT - ADMISSION

Any application to the Show is strictly personal to the Exhibitor. Any application to the Show is subject to a prior examination by the Organiser who reserves the right to assess and verify, at its sole discretion and without the following list being neither exhaustive nor compulsory:

- the creditworthiness of the applicant,
- the compatibility of the applicant's activities with the nomenclature of the Show,
- the match between the products or services offered by the applicant and the positioning of the Show,
- the neutrality of the message that the applicant could deliver in the context of the Show.

Any form of proselytism and/or militantism that could interfere with the smooth running of the Show is strictly prohibited.

Any application coming from those who remain indebted to the Organiser or any company from the Comexposium Group and/or in dispute with the Organiser or any company from the Comexposium Group will not be considered.

The Organiser will notify the Exhibitor of its decision (approval or rejection of the application) by electronic mail.

In the case of the Organiser's approval of the application to the Show, the Organiser and the Exhibitor will be definitely committed one to the other by means of a contract whose contents comprise the Exhibitor's application as approved by the Organiser and the Contractual documents.

Consequently:

- the Organiser commits to provide the Exhibitor with a stand that matches the characteristics indicated by the Exhibitor in its application and to supply the additional services requested in that application, without prejudice to the provisions set out in Clause 11 below,
- the Exhibitor commits to pay the amounts indicated in its application and will comply with the Contractual documents.

The services ordered by the Exhibitor and which the Organiser undertakes to provide are independent and divisible.

Except if the Exhibitor cancels its participation consequently to a modification of the Terms and Conditions or a modification of the dates and/or Site under the conditions, in the forms and within the time limit prescribed in article 3, the Exhibitor may not cancel its participation in the Show for any reason whatsoever, including in the case of a disagreement on the space allocated to it under the conditions of Clause 11 below.

In the event of rejection of the application, the Organiser will, where applicable, refund to the Exhibitor the amount corresponding to the first payment already made by the Exhibitor.

It is expressly specified that the Organiser reserves the right to reject any application as it sees fit and cannot be held liable for any damages.

The Organiser reserves the right not to consider applications submitted after the deadline for registration defined by the Organiser. After this date has passed, the Organiser no longer guarantees the availability of the proposed stands.

Finally, it is expressly specified that under no circumstances shall an admission to the Show oblige the Organiser to admit the Exhibitor to any future sessions of the Show or any other event of the COMEXPOSIUM Group to which the Organiser belongs and shall not confer upon the Exhibitor any booking rights or priorities.

## 3. SHOW ORGANISATION TERMS

The Organiser determines and may modify the organisational arrangements of the Show. In particular, the Organiser determines the Site where the Show will be held, its opening and closing dates, its duration, the opening and closing hours of the Site where the Show will take place, the layouts of the Show, the schedule of events and the registration closing date.

The Organiser bears costs and incurs expenses prior to the holding of the Show (management of registrations, advertising and promotion of the Show, etc.).

In the event of cancellation of the Show other than in the cases referred to in articles 25 and 26 below, the Organiser will immediately notify the Exhibitors by any written means

and the sums received by the Organiser will be refunded to the Exhibitor.

In the event the Show is postponed to a later date and/or relocated to a different Site, other than in the cases referred to in articles 25 and 26 below, these changes shall be notified to the Exhibitor by any written means. Unless the Exhibitor cancels its application to participate by means of registered post with confirmation of delivery, sent to the Organiser within 8 days of the said notification, the new dates and/or new Site hosting the Show are deemed to be accepted by the Exhibitor. The Organiser will retain the amount of the deposit and/or participation fees already paid by the Exhibitor for participation in the postponed Show and the Exhibitor remains liable to pay the full amount due in respect of his participation in the postponed Show in accordance with the payment terms as amended mutatis mutandis.

In the event of a modification of these Terms and Conditions which would not have immediate effect as set out in article 1, the Exhibitor will be notified of this change by any written means. Unless the Exhibitor cancels its application to participate by means of registered post with confirmation of delivery, sent to the Organiser within

8 days of the said notification, the Exhibitor will be considered as having accepted the amended version of the Terms and Conditions.

The Parties expressly agree that only substantial modifications concerning articles 1, 2, 3, 5, 9, 25 and 26 of these Terms and Conditions give the Exhibitor the right to cancel its participation in the Show within the following 8-day period, it being specified that modifications concerning the duration of the Show and/or the procedures for opening and closing the Site do not give the Exhibitor the right to withdraw his request to participate.

#### 4. INVOICING TERMS

All prices stated on the Organiser's documentation and on the Show's website are expressed in euros exclusive of taxes. In accordance with the legislative and regulatory requirements that apply to these services, the value added tax at the current applicable rate will be added.

#### 5. PAYMENT TERMS

Payment of contractually due amounts shall be made as they fall due and in the following manner:

- the first instalment (deposit): shall be paid with the application form sent by post or when the Exhibitor submits its online application, by cheque or bank transfer or, when the application is submitted online, by debit card or at any other date fixed by the Organiser and stated in the application form,
- the second instalment (deposit): at the date fixed by the Organiser and stated in the application form;
- the balance shall be paid no later than fifteen (15) days after the date of issue of the balancing invoice, by cheque or bank transfer. No discounts are available for early payment or payments on account.

Registrations occurring less than thirty (30) days before the opening of the Show must be paid in full by the Exhibitor no more than eight (8) days after the date on which the corresponding invoice was sent to the Exhibitor.

That time frame will be reduced to two (2) days if the Exhibitor registers fewer than eight (8) days before the Show opens, and in all instances, payment must be received by the Organiser at least two (2) days before the Show opens.

All requests for an equipped stand submitted after registration shall be payable in full at the time of request.

All amounts should be made payable to the Organiser and must be in euros.

#### 6. SECURE PAYMENT AND PROOF OF TRANSACTION FOR ONLINE APPLICATIONS

The Show website is protected by a secure payment system. The Organiser has adopted the Worldline TLS encryption procedure, which encodes and protects confidential information.

Unless proven otherwise, data recorded by the Organiser shall constitute proof of all dealings between the Organiser and the Exhibitor.

Data recorded by the payment system constitutes proof of the financial transactions.

#### 7. LATE AND MISSED PAYMENTS

Any amounts that remain outstanding after the invoice payment date, will result in the automatic application of late payment interest equal to three times the statutory interest rate, starting from the day following the invoice due date.

If the payment deadlines set out in Clause 5 "Payment Terms" above are not respected, a fixed fee of €40 for debt recovery fees shall be charged by the Organiser in addition to the late payment penalties referred to above (Art. L-441-3, L441- 6 and D445-5 of the French Commercial Code). This fixed fee does not preclude any other fees incurred by the Organiser in recovering unpaid invoices.

Once a stand location has been allocated to an Exhibitor, the balance must be paid before the date stated on the invoice.

Stands will only be made available to Exhibitors once full payment has been received.

#### 8. VAT

Exhibitors from outside France can obtain a VAT refund as follows:

**\* For companies from European Union member countries:**

- Submit the refund request via the appropriate online State portal where the Exhibitor is registered in accordance with the provisions of Directive 2008/9/CE of 12 February 2008. In France, this is the fiscal portal at [www.impot.gouv.fr](http://www.impot.gouv.fr).
- A digital copy of the original invoices for all sums over €1,000 excl. tax must be submitted with the online refund request.
- The refund request must be submitted by 30 September of the calendar year that follows the refund period.

**\* For companies from countries outside the European Union:**

The Exhibitors concerned must appoint a tax representative in France to carry out all tax formalities.

#### 9. TERMINATION CLAUSE - PENALTY CLAUSE

##### 9.1

If the Exhibitor fails to pay any of the amounts it owes by the due date regardless of the reason, the contract binding it to the Organiser will be terminated seven (7) days after the Organiser has sent a formal notice expressly stating the terms of this Clause 9.1 to the Exhibitor by any written means, when the breach remains unresolved.

If the Exhibitor expresses the intention of cancelling its participation to the Show, regardless of the reason, the Organiser may implement this termination clause by sending it a formal notice to abandon the cancellation and confirm its participation within seven (7) days.

That period of seven (7) days will begin on the date of the formal notice's notification to the Exhibitor.

The contract will automatically be terminated upon expiration of the above time frame, without the need for the Organiser to have the termination recorded by the courts, and the Organiser will immediately be free to dispose of the space allocated to the Exhibitor.

In the event of termination of the contract in application of this clause, the Exhibitor remains liable to pay the Organiser the full price of its participation in the Show. Consequently, the amounts previously paid will definitively remain the property of the Organiser and any outstanding amounts will immediately fall due

## 9.2

As an exception to the above, the contract between the Exhibitor and the Organiser will immediately be terminated as of right and without formal notice:

- if the Exhibitor does not occupy its stand by the day before the Show opens to the public, regardless of the reason,
- in the event of the Exhibitor's registration less than thirty (30) days before the Show opens, if the payment stipulated in Clause 5 of these Terms and Conditions is not made within the time frame set out in the said clause (either eight (8) days or two (2) after the invoice was sent and, in any case, at least two (2) days before the Show opens), regardless of the reason.

In the cases mentioned in article 9.2, the consequences of termination will be the same as those provided by article 9.1.

## 10. INSURANCE

The Organiser is not liable for any damages or losses caused by an Exhibitor to a third party or any damage suffered by the Exhibitor's property and the Exhibitor shall be responsible for taking out and meeting the costs of an adequate policy. Therefore the Exhibitor hereby expressly acknowledges that it has subscribed to an insurance policy with an insurer that covers its third party liabilities and the liability of any person directly or indirectly participating in its activities and/or those of its company in respect of any physical injury and material and non-material loss or damage caused to others and arising directly as a consequence of the Exhibitor's participation and/or that of its company, in the Exhibition (including during the periods when the stands are being assembled and disassembled).

## 11. ALLOCATION OF STANDS

The Organiser will draw up a Show floor plan and allocate stand areas as applications are received, taking into account the Show's different sections. The Organiser will do its best to take into account the wishes expressed by the Exhibitors and the nature of the products exhibited. So as to be able to do this and taking into account the inherent constraints imposed in the placement of Exhibitors, the Organiser reserves the right to modify the surface area requested by the Exhibitor, up to a maximum of 20%, and to modify the corresponding invoice accordingly, without this giving the Exhibitor the right to cancel its application. The Organiser alone can determine the general arrangement of the Show, as well as the arrangement of the stands at the Site.

Participation in previous events does not give the Exhibitor any special rights to stand locations.

Any complaints made by an Exhibitor about the allocation of stand areas should be addressed in writing to the Organiser within seven (7) days of receiving of the Show's floor plan. The Organiser will review such complaints if they are supported by

detailed documentation that clearly sets out the serious nature of, and/or the reasons for, the complaint.

If the Exhibitor has not contacted the Organiser within seven (7) days of sending the features of the Exhibitor's location, the Exhibitor shall be deemed to have accepted the stand allocated to it.

Under no circumstances shall the Organiser be held liable for any consequences arising (disturbances, commercial damages among other things) from the location of a stand allocated to an Exhibitor.

## 12. SUBLETTING/SHARED EXHIBITING

The Exhibitor may not provide advertising services on any media for a company that is not itself an Exhibitor. Furthermore, the Exhibitor is prohibited from assigning or subletting any stand or part of any stand area that it has been allocated without prior written agreement from the Organiser stating its partners (co-exhibitors, corporation represented...). If the Organiser agrees to the latter, the Exhibitor must pay individual registration fees for each of the companies being on its stand. The Exhibitor will ensure that any sub-lessee on its stand complies with the Contractual documents. The Exhibitor is liable notably for any breach of the Contractual documents committed by any sub-lessee on its stand. Moreover the Exhibitor hereby holds harmless the Organiser against any dispute, claim, charge, judgement and/or miscellaneous disbursements that may arise as a consequence of any company present on its stand in relation to their participation in the Show..

## 13. STANDS

Information regarding the installation, equipment and removal of stands will be available in the Exhibitor's Guide:

### a. Stand use - compliance with applicable laws and regulations

Exhibitors are required to be familiar with and comply with all applicable regulations in force at the time of the Show, whether issued by public authorities or by the Organiser, in particular the no-smoking rules that apply to the public areas, the Fire Safety Regulations and the Health and Safety Regulations.

The Fire Safety Regulations and the Health and Safety Regulations will be communicated to Exhibitors in the Exhibitor's Guide.

The Organiser prohibits the operation of any stand that does not comply with these regulations.

The Exhibitor agrees to comply with all laws and regulations that apply to its business and/or the services and businesses that it wishes to develop within the scope of its participation in the Show. To this end, the Exhibitor will lodge all mandatory declarations and obtain the necessary approval and/or accreditation (including for selling and giving away drinks to be consumed on site) so that under no circumstances shall the Organiser have cause to be concerned.

Lastly, the Exhibitor will not cause any discomfort (noise, odour, etc.) to neighbouring Exhibitors or negatively impact the Show's organisation.

### b. Exclusive services of the stand

To optimise the safety of people and property during the Show, Exhibitors wishing to order caretaking, cleaning and handling services ratify the preselection and negotiation carried out by the Organiser by authorising it to enter into the service provision agreement(s) in its name and on its behalf. It acknowledges having read the essential conditions of these agreements at the time of registering and having been informed of the need to refer to the Exhibitor's Guide.

The Organiser's mandate shall end upon conclusion of the service provision agreement (cleaning, handling and/or caretaking).

Performance of the contract and its follow-ups shall therefore be exclusively managed by the Exhibitor and the service provider, to which it must directly pay the price of the service without VINEXPO OVERSEAS being its agent. Any complaint must therefore be sent to and dealt with directly by the Service Provider. The Organiser shall remain third party to this contractual relationship.

In any event, pursuant to this mandate, only the Exhibitor shall be bound to the service provider in question. The Exhibitor may not seek the liability of the Organiser under any circumstances, save for the missions conferred as strictly defined previously.

#### **c. Damage**

Unless stated otherwise, the stand area, the stand itself and any equipment made available to the Exhibitor by the Organiser shall be deemed to be in good condition.

The leased stand must be returned to the Organiser in a clean condition and cleared of any rubbish. The stand and any equipment provided as stand fittings must be returned to the Organiser in good condition. Any damage caused to the occupied space, the stand, the supplied equipment or the existing infrastructure recorded upon return of the stand will be invoiced to the Exhibitor.

#### **d. Stand occupation**

The Exhibitors will occupy their stands no later than the day before the Show opens to the public.

The stand must be continually occupied by the Exhibitor during opening hours of the Show to the public.

#### **e. Pass readers**

The pass readers which may be purchased by the Exhibitor give the visitors the possibility to identify themselves on the Exhibitor's stand, so the Organiser may provide to the Exhibitor their following personal data at least: name, surname, company, phone number, email address. This identification process depends on the visitors consent to have their personal data transmitted to the Exhibitor. For that reason, the Organiser does not guarantee the Exhibitor to provide him with a determined amount of data.

The Exhibitor is required to comply with the regulations applicable to the protection of personal data and the sales prospectation. Under no circumstances should the Organiser be liable for the Exhibitor's use of the transmitted personal data for which it is solely responsible. Finally, the Exhibitor is informed that the data collected by the pass readers will be used by the Organiser for statistical purposes, stand traffic analyses and interaction with the public.

### **14. PERMITTED PRODUCTS, BRANDS AND SERVICES**

The Exhibitor is prohibited from exhibiting at its stand any products, brands and services other than those listed on its application form.

Moreover, the Exhibitor hereby declares and warrants that it holds all intellectual property rights relating to the products and/ or services exhibited, or that it has been authorised by the rights' holder to exhibit the products, brands or services at its stand.

The Exhibitor hereby warrants that the products and/or services it is exhibiting comply with all current applicable safety standards and accepts full liability for any defects in the aforementioned products and services; as such the Organiser cannot be held liable in this respect.

### **15. VISIBILITY**

The Exhibitor shall be solely liable for the contents of all information supplied by it and intended to be broadcasted by the Organiser on the Show's website, and in particular for information about itself and its products and/or services and their characteristics, performance, prices, etc.

The Exhibitor hereby warrants that the aforementioned information is lawful and in particular that it complies with all current regulations relating to the name, offer, presentation, user manual, and description of the scope and terms of the warranty covering the goods, products or services that it is presenting online and, more generally, that this information complies with all current advertising and consumer protection laws.

The Exhibitor has sole liability for the publication of all texts, logos, illustrations, photographs, images, products and brands and the Exhibitor alone must hold the relevant reproduction rights.

The Exhibitor holds harmless the Organiser against any amicable dispute and judicial proceedings brought by a third party.

### **16. ILLICIT TICKET TOUTING**

The act of offering for sale or showing with the intention to sell or transfer or supplying with the intention to sell or transfer any Show access passes (entry passes, invitations, tickets etc.) in a public or private place or on the Internet, without the authorisation of the Organiser, is a criminal offence punishable by questioning and arrest by the police and a fine of €15,000. The fine is increased to €30,000 for repeat offenders provided in article 313-6-2 of the Penal Code).

### **17. INVITATION CARDS**

The copying or re-sale of invitation cards is strictly prohibited and shall be subject to prosecution and other sanctions provided in article 313-6-2 of the Penal Code).

If the fraudulent use of an invitation card (re-sale, copying, theft, etc.) is brought to its attention, the Organiser reserves the right to withdraw the invitation.

### **18. DEMONSTRATIONS AND OTHER EVENTS**

#### **a. Demonstrations**

Demonstrations may only be held at the Show for those products that require a specific technical explanation. Furthermore, such demonstrations may only take place if the Organiser has given a special prior written authorisation. Demonstrations on a podium raised above the initially planned floor height are strictly prohibited. Demonstrations carried out using a microphone, or which harangue or solicit in any manner, are strictly prohibited. Any full or partial closure of an Exhibitor's stand during normal opening hours to the public and, in particular, during any demonstration, is strictly prohibited without express prior written authorisation from the Organiser.

#### **b. Other events**

All attractions, shows and events taking place within an Exhibitor's stand area must be authorised in advance by the Organiser. To this end, the Exhibitor shall provide specific details of the planned event (equipment and audio devices used, type of event, etc.). In any event, the loud speakers used may not exceed 30 decibels (dB) and they must face the interior of the stand and be angled towards the floor. The sound level shall not exceed 85 decibels (dB).

c. Under no circumstances shall any demonstration or event interfere with the neighbouring Exhibitor(s) or the general movement around the Show and, more generally, with the proper running of the Show. Failing this, approval may be revoked without warning.

## 19. ADVERTISING

All advertising using sound or lighting must comply with the Show's decoration regulations and shall be subject to the prior written agreement of the Organiser. Any such agreement shall be conditional upon the advertising not interfering with any neighbouring Exhibitor(s) or the general movement around the Show and, more generally, with the proper running of the Show. Failing this, approval may be revoked without further warning.

Distribution of brochures, vouchers and other printed matter intended to redirect Show visitors to the Exhibitor's stand is strictly prohibited in the aisles and throughout the Site. Only brochures, vouchers and other printed material offered within the Exhibitor's stand are authorised.

Any documentation given to any visitor to a stand, such as a business card or order form, must bear the stand name or company name of the Exhibitor as it appears on the application form.

## 20. BUSINESS PRACTICES / ABSENCE OF A RIGHT TO WITHDRAWAL / UNFAIR COMPETITION

The French Consumer Code expressly prohibits sales at a premium (Article L 121-19 of the Consumer Code), sales at loss (Article L 442-2 of the Commercial Code), pyramid selling (Article L 121-15 of the Consumer Code), tying sales (Article L 121-11 of the Consumer Code) and false sales.

Any auctions must be in compliance with current legislation.

The Exhibitor will explain to consumers that any purchases made at the Show, other than those subject to a consumer credit agreement (Article L312-18 of the Consumer Code) and those arising from a personal invitation to come to the stand to receive a gift, do not enjoy the right to cancel the purchase. As a result, in the contract proposals made at the Show, the Exhibitor will mention the absence of a cancellation period in clear, legible terms contained in box set apart (Article L 224-59 of the Consumer Code).

Consumers do not benefit from the right of withdrawal for any contract signed with Exhibitors performing their activity under normal conditions as defined in article L 221-1 of the Consumer Code, meaning under normal conditions in accordance with the Terms and Conditions and the General Rules for Commercial Events.

The Exhibitor is hereby expressly prohibited, for the entire period of the Show, from engaging in acts of unfair competition such as conducting surveys and distributing advertising items outside its stand area, where such surveys or distribution give rise to the diversion of visitors to the Show in favour of the Exhibitor.

The Exhibitor is obliged to ensure that any agreements it enters into with visitors to the Show are executed in good faith.

In accordance with articles L 612-1 and following of the Consumer Code, the Exhibitor additionally commits to offer to the consumers a mediator in order to solve amicably any dispute arising between them.

## 21. COUNTERFEIT ITEMS

The Exhibitor will personally ensure the protection of all intellectual/industrial property rights related to the materials, products, services and brands exhibited in accordance with any

applicable current legislation and regulatory provisions, and the Organiser shall not be held liable for any failure to comply, particularly in the event of a dispute with another Exhibitor or a visitor to the Show.

In the event that a competent court finds that the Exhibitor has breached the provisions of the present clause, the Organiser reserves the right to oblige the Exhibitor to comply with any stipulations made in the court's findings.

Failing that, the Organiser reserves the right to refuse entry to the Exhibitor or to enforce any sanctions referred to in the Terms and Conditions without the Exhibitor having the right to claim any compensation.

## 22. PHOTOS/BRANDS

The Exhibitor, for no charge, expressly authorises the Organiser and the Comexposium Group to:

- take, should they wish to do so, photos and/or videos featuring the Exhibitor and/or members of its team, as well as any products exhibited at its stand,
- use any such images freely on all media and in particular for the purposes of advertising (including on the internet) in France and worldwide for a period of five (5) years beginning from the date of its application form,
- cite and reproduce, for no charge, its trade mark and company name as a commercial reference for the purposes of communication on any media (including the internet) in France and worldwide for a period of five (5) years beginning from the date of its application form.
- Where applicable, represent, broadcast, reproduce, adapt, record, edit, translate, use, exploit at no cost the materials provided by the Exhibitor during the Show which the latter certifies being the owner of the copyrights or certifies having received all the required authorisations from the owner of the copyrights, and also the interventions of the Exhibitors for the purposes of communication on any media (including the internet) in France and worldwide for a period of five (5) years beginning from the date of its application form.

Any Exhibitor who does not wish for all or part of their stand or any elements thereon (logo, trade mark, model) or any members of their team to appear in photographs or films and/or on the Internet by way of advertising material promoting the Show, must advise the Organiser of this in writing before the beginning of the Show.

Furthermore, any Exhibitor wishing to take photographs of the Show must inform the Organiser in writing beforehand. Given this, the Exhibitor will personally ensure it possesses all necessary authorisations to take photographs at the Show and is exclusively responsible for complying with any image rights enjoyed by Exhibitors, public or any other participant to the Show.

## 23. CATALOGUE

Only the Organiser is authorised to publish, have re-published and distribute the Show catalogue. All information required by the catalogue publishing team will be supplied by the Exhibitors, who remain responsible for it. Under no circumstances will the Organiser be liable for any omissions or reproduction, composition or other errors that may occur.

## 24. PRACTICAL INFORMATION

All information about the details of the Exhibitor's participation in the Show can be viewed in the Exhibitors' Space, accessible from the Show's website.

## 25. CANCELLATION OR POSTPONEMENT OF THE SHOW DUE TO A FORCE MAJEURE EVENT

In the event of force majeure, preventing the holding of the Show under the initial terms, the Organiser will have the authority to cancel, modify the date, the duration of the Show and/or the Site, decide its extension or its early closure or adapt the Show to the circumstances without the Exhibitors being entitled to claim any compensation whatsoever.

For the purposes of these Terms and Conditions, will be considered as force majeure («Force Majeure») the following events:

- Any event qualifying as force majeure within the meaning of article 1218 of the French Civil Code, and
- Any event or situation, whether or not it meets the conditions of force majeure within the meaning of article 1218 of the French Civil Code, which makes it impossible to operate the Site and/ or to hold the Show or involves risks of disturbance or disorders likely to seriously affect the organisation and the smooth running of the Show or the safety of goods and persons (provided that it is not due to a fault or negligence on the part of the Organiser) such as :
  - fire, explosion, flood, storm, lightning, natural disaster,
  - riots, strikes, wars, acts of terrorism or actual threat of terrorism;
  - actual risk to the safety of persons and property;
  - epidemics and/or health emergencies, and/or health crises or actual health risks;
  - deterioration of technical equipment making it impossible to operate the Site or compromising the smooth running of the Show;
  - supply problems regarding consumable materials;
  - administrative decision to close the Site and/or to prohibit the holding of the Show, requisition, or decision of a third-party binding on the Organiser.

In the event of Force Majeure, the Organiser will immediately notify the Exhibitors.

In the event of a cancellation of the Show due to a Force Majeure event, the amounts received by the Organiser will be refunded to the Exhibitors, after deduction of a proportion of the costs and expenses incurred by the Organiser for the holding of the Show (in particular, those relating to administrative costs, organisation, promotion and the conduct of the Show).

The amount refunded to each Exhibitor is calculated in proportion to the price paid by each Exhibitor for its participation in the Show.

In the event of postponement of the Show to a later date and/ or to a different Site, in the event of a change in the duration and/ or opening and closing procedures of the Show or in the event of adaptation of the Show due to Force Majeure, the amount of the deposit or participation fee paid by the Exhibitor will be retained by the Organiser for its participation in the postponed Show, and the Exhibitor remains liable to pay the full amount due for its participation in the postponed Show in accordance with the terms of payment as amended mutatis mutandis. The Exhibitor is not entitled to claim, under any circumstances, reimbursement of any amount paid or any compensation whatsoever.

## 26. UNFORESEEABILITY

In the event of a change of circumstances unforeseeable at the time of the conclusion of the contract, making its performance excessively onerous for Vinexpo Overseas , the Organiser reserves its right to cancel the Show or to modify, prior to the Show, the date, the Site, the duration of the Show, as well as the opening and closing hours of the Site which will host the Show.

These modifications shall not substantially alter the format of the Show and shall be notified to the Exhibitor with reasonable notice.

In the event of cancellation of the Show under the conditions of this article, the amounts received by the Organiser will be refunded to the Exhibitors, without the Exhibitors being entitled to claim any compensation whatsoever.

In the event of a modification of the Show or the conditions of organisation as provided for in this article, the amount of the deposit or the participation fees paid by the Exhibitor will be retained by the Organiser for the participation of the Exhibitor in the Show as modified and the Exhibitor remains liable to pay the full amount due for its participation in the Show in accordance with the terms of payment as amended mutatis mutandis. Exhibitors are neither allowed to demand a partial or total refund of the amount of the participation fee nor to claim any compensation whatsoever.

Article 1195 of the French Civil Code, relating to unforeseeable changes of circumstances, does not apply to these Terms and Conditions and to any contract entered into between the Organiser and the Exhibitor on the basis of these Terms and Conditions. The Organiser and the Exhibitor declare that the Contractual documents contain the provisions that they have deemed sufficient and necessary to deal with such changes, including the provisions of this Article 26, and that, for the rest, they agree to bear the risk of changes as referred to in Article 1195 of the French Civil Code. Each party expressly waives the right to invoke the provisions of Article 1195 of the French Civil Code, and all rights it might have benefited under that article.

## 27. PERSONAL DATA

The Organiser, as data controller, processes the Exhibitor's personal data in order to manage its application to participate in the Show and its business relationship with the Organiser in accordance with these General Terms and Conditions of Participation.

Said information and personal data will also be processed for security purposes in order to comply with legal and regulatory obligations, as well as to enable the Organiser to improve and personalize the services that it offers.

Depending on the choices made by the Exhibitor on its application form, the Exhibitor may also receive, by any communications channel, business proposals and news on the Organiser's activities and services.

The Exhibitor's personal data may be processed, on the basis of the consent (which he may withdraw at any time) in order to communicate to him business proposals and news about other Comexposium Group events and/or their partners, by any communications channel.

Only the Organiser's in-house teams and the service providers that it has authorized in connection with the organization and management of the Show will have access to the Exhibitor's personal data. If applicable, these data can be communicated to third parties, according to the Exhibitor's choice (the Organiser's partners /Comexposium Group Companies).

The Exhibitor is informed that, for the purposes of the Show's organization and management, certain service providers located in Singapore will have knowledge of the Exhibitor's identification data. This transfer of data outside the European Union is necessary in order for the Organiser to perform its obligations under these General Terms and Conditions of Participation.

The personal data that must necessarily be provided are indicated as such on the application form and are necessary for the conclusion and performance of the contract between



the Exhibitor and the Organiser. The Organiser will not be able to process the Exhibitor's requests without said data.

In accordance with the applicable regulations, the Exhibitor has a right of access, a right of rectification, a right to object to the processing of its data, a right to delete data and to limit its processing and a right regarding the portability of its data. The Exhibitor may exercise these rights at any time by writing to the company VINEXPO OVERSEAS-Vinexpo Asia Hong Kong 10 rue Condillac - 33000 Bordeaux - France or by email at [privacy@vinexposium.com](mailto:privacy@vinexposium.com) Finally, the Exhibitor has the right to lodge a complaint with France's Commission nationale de l'informatique et des libertés (the "Cnil").

The Exhibitor's personal data will be kept for the duration of its commercial relationship with the Organiser and then during a period of 5 years from the date on which the Exhibitor most recently expressed an interest.

The data needed to establish proof of the said relationship, the data needed to comply with these General Terms and Conditions of Participation and the data needed in order for the Organiser to comply with its legal and regulatory obligations shall be kept in accordance with provisions in force.

## 28. SUBSTITUTION OPTION

As part of the execution hereof, the Organiser may at any time be free to:

- be replaced by any company from the Comexposium Group to which it belongs, understood as referring to any controlling, controlled by or placed under the same control as the Organiser (as defined by Article L 233-3 of the Commercial Code), or
- assign or transfer, in any way and to any person of its choice, the rights and obligations ensuing from these Terms and Conditions, namely in the event of sale or lease management of the Show's business assets.

It is expressly agreed that this transfer and substitution will not alter the application to participate in the Show, which the Exhibitor will uphold.

## 29. COMPLIANCE

The Exhibitor shall abide by all applicable legal requirements governing the duties (especially the Sapin 2 law, the Foreign Corrupt Practices Act and UK Bribery Act for anticorruption requirements), obligations, and internal business practices that shall be transmitted to the Organiser and shall obtain any permits or licenses necessary for its operations. The Exhibitor shall not undertake any action in violation of any applicable legal requirement that could result in liability being imposed the Organiser. The Exhibitor engages to comply with the internal policies (especially the Code of Business Ethics and the Gift & Hospitality process available on the corporate website of the Organiser [www.comexposium.com](http://www.comexposium.com)) disclosed by the Organiser and any requirement edited by those.

## 30. COMPLAINTS AND DISPUTES - GOVERNING LAW - JURISDICTION

All complaints must be sent by registered post with confirmation of delivery within ten (10) days of the Show closing.

The parties shall endeavour to settle amicably and rapidly any dispute that may arise between them in relation to the interpretation and/or execution of the contract and these Terms and Conditions. If at the end of a period of 90 calendar days after the date of receipt of the registered letter with acknowledgement of receipt notifying the dispute, the Organiser and the Exhibitor do not reach an agreement, the

dispute will then fall within the exclusive jurisdiction of the courts of Nanterre.

Participation in the Show and all actions taken in relation to this participation are subject to French law.

In case of contradiction between this translation of the General Conditions of Participation and the French version thereof, only the French version shall prevail.

## 31. TOLERANCE

Any tolerance shown by the Organiser regarding any partial or complete failure by the Exhibitor to carry out any provision(s) set out in the Contractual documents shall under no circumstances, irrespective of the duration or frequency, give rise to any rights which benefit the Exhibitor nor shall such tolerance modify, in any manner, the extent or terms of performance of the Exhibitor's obligations.

## 32. INVALIDITY

In the event that one or more provisions of these Terms and Conditions are found to be invalid or declared as such under any law or regulation or following a final court decision, the remaining provisions will remain in force and retain their scope of application.

## 33. SANCTIONS

In the event of any breach of the Contractual documents, the Organiser, having given formal notice if necessary in the presence of a bailiff in respect thereof and where the breach remains unremedied, shall have the right to close the corresponding Exhibitor's stand forthwith and prevent the Exhibitor from entering the stand area, without such an action giving rise to a right to claim material or non-material damages from the Organiser in respect thereof.

The Exhibitor shall be liable for any costs arising from the Organiser's intervention (bailiff's fees and/or fees relating to the stand closure).

In any event, once any breach has been identified, the Organiser has the right to terminate this contract without incurring liability for any losses suffered by the Exhibitor and will be free from any commitment towards the latter.

In addition, the Organiser has the right to refuse the Exhibitor admission to any Show organised by any company within the Comexposium Group for a period of three (3) years.

# 15. GENERAL TERMS AND CONDITIONS OF SALE FOR COMMUNICATION TOOLS

## 1. REGISTRATION

The Company **VINEXPO OVERSEAS** (simplified joint stock company with a share capital of 56 000 € whose registered office is located at 10 rue Condillac - 33000 BORDEAUX Cedex- France, registered with Bordeaux Trade and Companies register under number 414 100 057 (hereinafter the «Organiser») organises the **VINEXPO ASIA HONG KONG 2024** event (hereinafter the «Event») which is to be held from May 28 to May 30, 2024. Given this, communication resource services are offered to Exhibitors and co-Exhibitors and, if specifically approved in writing by the Organiser, to advertisers (hereinafter the «Client») who are not exhibiting at the Event but whose business may be of interest to visitors.

Accordingly, any order of communication tools implies full unreserved acceptance of these general terms and conditions of sale. Any alteration or reservation of any sort made to this document by the Client shall be deemed null and void. No specific condition may override these terms, without the express prior written consent of the Organiser.

These general terms and conditions of sale apply for the whole term of the aforementioned services.

## 2. ORDERING

### 2.1 Placing an order

The Client shall place any orders using an Order Form provided by the Organiser (hereinafter the «Order Form») which constitutes a legal and financial commitment by the Exhibitor.

The Client's order must be accompanied by the corresponding payment or proof of payment for the full amount due.

### 2.2 Order validation

The order shall be deemed to have been accepted by the Organiser if that party does not communicate any reservation or rejection within three working days of receiving the Order Form.

The Organiser reserves the right not to supply the requested service if payment is not received. The Client shall be solely liable for any consequences of late payment.

### 2.3 Order delivery

The Order is delivered according to the information given by the Client on the Order Form, provided it meets requirements.

The Organiser reserves the right not to proceed with service delivery as requested by the Client, if the latter does not comply with current regulations. In this case, the Organiser will notify the Client and the order will be suspended until further information has been received and the Client agrees to any required modifications.

If, for a previous order, the Client has failed to meet any of its obligations, late payment for example, the sale may be rejected unless the Client can provide satisfactory guarantees or payment in advance. No discount for cash or advance payment will be granted to the Client.

### 2.4 Amending or cancelling an order

Any requests to amend/cancel the order must be made to the

Organiser within the timeframes given on the Order Form. Any amendments to the Order Form shall only be accepted by the Organiser subject to feasibility.

#### 2.4.1 Amending an order

Any amendment that does not involve the removal of one or more articles is deemed to be an amendment to the Order Form.

Any amendment to an order already delivered by the Organiser shall be invoiced at the price stated on the Order Form.

#### 2.4.2 Cancelling an order

Any amendment which results in an item being deleted from the Order Form or a Client withdrawing from the Event is deemed to be an Order cancellation.

The Organiser must be notified in writing of any order cancellation within three months of the start of the Event. Under the penalty clause, the Exhibitor will be invoiced 50% of the total amount of the cancelled order.

Any cancellation notified after this time will result in the client being invoiced in full.

## 3. DESCRIPTION OF COMMUNICATION TOOLS

These general terms and conditions of sale apply to, but are not limited to, the following services: advertising inserts (online or printed materials etc.), sponsoring, Exhibitor workshops, advertising presentations and website inclusion.

### 3.1 Advertising inserts

**a** The Organiser may offer the Client the opportunity to create advertising inserts on several types of media including printed documents, the Event website, the official bag, the badge lanyard, aisle letters, journalist notebooks, «visitor information» display panels and self-adhesive tiles (non-exhaustive list).

Advertising space will be allocated according to the space available and the date the advertising order is received.

**b.** The Client undertakes to declare the existence of an agent contract and to specify the term. The client must also specify whether its agent will purchase the space on its behalf.

In the event that payment is made by the agent, the Client and the agent are jointly and severally liable for payment of the order. No discount will be granted to the agent.

### 3.2 Sponsorship

The Organiser may offer Clients the chance to sponsor certain events or products in accordance with the terms stated on the Order Form.

### 3.3 Exhibitor workshops and advertising presentations

The Organiser may offer Exhibitors at the Event the option of organising workshops and advertising presentations under the conditions set out in the Order Form. The workshop and advertising presentation themes chosen by Exhibitors must match the Event's list of topics or be an extension of them and are subject to prior approval by the Organiser.

## 4. BOOKING AND/OR INSERT ORDER

### 4.1 Order acceptance

Communication tools insert and/or booking requests must be sent to the Organiser using the Order Form. No orders will be accepted over the phone. The booking and/or insert order, accompanied by the required payment, is final.

### 4.2 Order rejection

The Organiser reserves the right to refuse an order for a tool, creation and so on without explanation should it run contrary to the spirit of the publication, the material or moral interest of the Event or current laws and regulations, particularly regulations governing advertising for weapons, munitions, tobacco and alcohol.

The Organiser also reserves the right to refuse any order depending on the products offered and the number of Client requests already received.

Rejection of an order does not result in any entitlement to damages. Only the price of services ordered shall be refunded to the Client.

### 4.3 Deadline for submitting a booking and/or insert order

#### a. Advertising inserts, except advertising inserts on the Event website

The deadlines for submitting insert orders and receiving technical content are stated on the Order Form.

If the technical content is not received by this date, the words «space reserved for...» followed by the Client's name and address shall be printed in the booked space, and the insert shall be invoiced according to the terms stated on the Order Form.

Technical expenses for inserts, print proofs, pre-press, printing, correction or re-formatting shall be payable by the Client, unless otherwise stated on the pricing sheet.

#### b. Insert orders for the Event website

The technical content must be supplied at the same time as the insert order (no element using HTML code is allowed), which corresponds to the final insert sending date stated on the Order Form.

If it is not received, the insert will not go ahead and will be invoiced according to the conditions stated on the Order Form.

#### c. Sponsorship

As sponsorship opportunities are limited, the Organiser will accept the requests received before the date stated on the Order Form.

Bookings shall be honoured according to the order in which they are received and availability.

#### d. Exhibitor workshops and advertising presentations

Exhibitor workshops and advertising presentation booking requests must be sent to the Organiser with the Order Form in order for them to appear in the conference programme. Since the number of Exhibitor workshops is limited to 12 and advertising presentations to 12, the Organiser shall respond to requests sent to it in the order it receives them.

Bookings shall be honoured according to the order in which they are received and availability.

## 5. DELIVERY DEADLINES FOR ADVERTISING INSERTS

The Organiser undertakes to use all means necessary to ensure

the online catalogue is published by the deadlines stated on the Order Form.

As such, the Client undertakes to provide the Organiser with all the necessary technical information for creating its advertising insert within the deadlines stated on the Order Form

## 6. COMPLAINTS

### 6.1 Advertising inserts

For all communication tools published on the Event website, the Client shall have 8 (eight) days from the online publication date to communicate any comments or reservations to the Organiser.

Any comment or reservation must be sent in writing to the Organiser by post or by email to the address expressly specified by the Organiser or its service provider within this timeframe and must explicitly detail the aspects it deems do not comply with the items provided.

The Organiser shall then make the necessary changes within a reasonable time to ensure the insert complies with the content provided and shall notify the Client in writing of delivery of the communication tools. Where applicable, any content provided that is not part of the content initially supplied can give rise to any complaint from the Client.

If no comment or complaint is made within eight (8) days or if there is no cause for comments or complaints with respect to the content provided, the online publication shall be deemed to comply with the content provided and delivery shall be deemed to be definitive and irrevocable.

### 6.2 Services (other than advertising inserts)

Any complaint about the delivery of services must be sent in writing to the Event's legal representative before the Event is closed to the public in order to be accepted and taken into account. No claims will be accepted after this date.

## 7. INVOICING AND PAYMENT

The applicable price is that stated on the Order Form; the details of what it includes are stated separately on that Order Form.

All prices included in pricing sheets issued by the Organiser are exclusive of VAT and, in accordance with legal and regulatory requirements governing the services, are subject to the addition of VAT at the applicable rate.

**7.1** If communication tools are offered to the Exhibitor with its application for admission to the Event, and the Exhibitor orders them at the time of registration, they will be invoiced on the Exhibitor's floor space order.

**7.2** Any order placed after registration or orders for communication tools not offered to the Client as part of a Event registration contract will be payable in accordance with the instructions stated on the Order Form.

**7.3** The payment may be made by:

Cheque made out to the Organiser

Bank transfer. \* A copy of the transfer notification and debit confirmation must be submitted to the Organiser.

\*The following sentence must appear on the bank transfer request: «Fees paid by the sender.»

Orders without payment will not be processed. An invoice with details of VAT will be sent as soon as possible.

## 8. LATE PAYMENT PENALTIES

In the event of late payment, the services may be suspended. Furthermore, if any sum remains outstanding on the due date specified in the relevant invoices, whether or not that amount is the same as the amount specified in the general terms and conditions of sale, late fees of an amount equal to three times the legal interest rate shall be applied. Those penalties shall be applied starting on the day after the due date stated on the invoice.

In addition to any late payment penalties referred to above, a flat-rate indemnity of €40 in respect of recovery fees shall be required by the Organiser. It is hereby expressly agreed that this flat-rate indemnity shall not preclude any other fees incurred by the Organiser in recovering unpaid invoices.

## 9. TAX

Exhibitors from outside France can obtain a tax refund as follows:

\*For companies from European Union member countries:

- Submit the refund request via the appropriate online State portal where the Exhibitor is registered in accordance with the provisions of Directive 2008/9/CE of 12 February 2008. In France, this is the fiscal portal at [www.impot.gouv.fr](http://www.impot.gouv.fr).
- A digital copy of the original invoices for all sums over €1,000 excl. tax must be submitted with the online refund request.
- The refund request must be submitted by 30 September of the calendar year that follows the refund period.

\*For companies from countries outside the European Union:

The Exhibitors concerned must appoint a tax representative in France to carry out all tax formalities.

## 10. LIABILITY

### 10.1 Advertising inserts/Sponsorship

The Organiser declines all liability in relation to the content and editing of advertisements. It cannot be held liable for information provided or products offered.

Texts, logos, illustrations, photographs, images, hypertext links, products, brands and generally all works and content used to produce an advertising insert are the responsibility of the Client, which is solely liable for any fees, particularly for reproduction and representation.

The Client releases the Organiser from any liability the latter may incur as a result of the insert produced or distributed at its request.

The Client shall compensate it for any damages it may suffer and guarantees it against any third-party proceedings against it in relation to the insert.

The Client explicitly authorises the Organiser and/or any third party appointed by the Organiser, at no cost, to freely use the logos, photos, illustrations, and more generally all works and content used to produce an advertising insertion, both in France and overseas and without any time restriction, for the purposes of promoting the Event, and/or the Comexposium Group and/or its communication tools.

It is also emphasised that it is not currently technically possible to satisfactorily protect against any form of reproduction, reuse, redistribution, or illicit marketing of all or part of a website. The Client therefore declares that it is aware that any content used on the internet is at risk of being copied and used fraudulently by any user connected to the internet. The Organiser may not therefore be held liable for any counterfeiting or damages suffered directly or indirectly by the Client as a result of this fact.

The Organiser reserves the right to interrupt the service for work to maintain and/or improve its networks. These service interruptions may not give rise to any compensation to the Client.

### 10.2 Workshops and advertising presentations

Activities taking place in workshops and advertising presentations are solely the responsibility of Exhibitors, the only role of the Organiser being to provide them with spaces equipped with a screen, a flipchart, a mini-stage, an overhead projector and projection equipment as well as a hostess for welcoming participants and to promote workshops and advertising presentations. Under no circumstances can the Organiser be held liable for the successful running of activities in the workshops and advertising presentations.

## 11. DISPUTES

Any dispute which has not reached an amicable conclusion shall be settled according to French law, by the courts holding jurisdiction where the Organiser has its head office. Only the text in French shall be deemed authentic.



 **VINEXPO**  
ASIA

**Please return the completed  
exhibiting pack to:**

VINEXPOSIUM  
10, rue Condillac  
33000 BORDEAUX  
FRANCE

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